



Return Bids to :

Retourner Les Soumissions à :

Natural Resources Canada – Ressources naturelles Canada

[NRCan.alberta_bid_submission-
alberta_bid_submission.RNCan@canada.ca](mailto:NRCan.alberta_bid_submission-alberta_bid_submission.RNCan@canada.ca)

Request for Proposal (RFP)

Demande de proposition (DDP)

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. NRCan-5000013366. Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro NRCan-5000013366. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Comments – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada
5320 – 122nd Street,
Edmonton AB
T6H 3S5

Title – Sujet Review of Commercial and Institutional Buildings Energy Use and Energy Intensity across Canada	
Solicitation No. – No de l'invitation NRCan- 5000037900	Date 27 June, 2018
Client Reference No. - N° de reference du client 143322	
Requisition Reference No. - N° de la demande	
Solicitation Closes – L'invitation prend fin At 02:00 PM (Mountain Standard Time (MST)) on 20 of July, 2018	
Address Enquiries to: - Adresse toutes questions à: Kingsley Okosun	Buyer ID – Id de l'acheteur A80
Telephone No. – No de telephone 780-435-7208	Fax No. – No. de Fax
<i>If marked "X" please see the box to the left</i> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i>	<input checked="" type="checkbox"/> Acknowledgement copy required Accusé de réception requis
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada Office of Energy Efficiency 580 Booth Street 18-C6-3 - Ottawa, ON K1A 0E4	
Security – Sécurité There is no security requirement associated with this solicitation.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex "A" - the Statement of Work,
Annex "B" - the Basis of Payment,
and any other annexes.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for a study to better understand the Energy Use Intensity (EUI) by end use and building type in Canada. NRCan wants an expert review of energy use intensities based on either a survey, or other available analytics of existing building types with respect to key end-uses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

In the complete text content (except Section 3):

Delete: "Public Works and Government Services Canada"

Insert: "Natural Resources Canada."

Delete: "PWGSC"

Insert: "NRCan"

At Section 2:

Delete: "Suppliers are required to"

Insert: "It is suggested that suppliers"

At Subsection 5.4

Delete: 60 days

Insert: 120 days

At Subsection 1 of Section 8:

Delete entirely:

Under Subsection 2 of Section 20: Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCan.alberta_bid_submission-alberta_bid_submission.RNCan@canada.ca

IMPORTANT

It is requested that you write the following information in "Subject" of the e-mail:

NRCan-PR # 5000037900: Review of Commercial and Institutional Buildings Energy Use and Energy Intensity across Canada



The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file
- Section III: Certifications (1 electronic copy)

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Appendix "1"– Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "1"– Evaluation Criteria.

4.2 Basis of Selection

Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

However, should the first and second ranked suppliers be within 10% of each other technically, then the evaluation will be based on the following:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit **(70%)** and price **(30%)** will be recommended for award of a contract. See the following example table below.



Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	
Technical Points Achieved by Bidder	88	82	
Price Quoted by Bidder	\$85,000	\$75,000	
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	
Bidder 1	$\frac{88 \times 70}{100} = 61.60$	$\frac{*75 \times 30}{85} = 26.47$	88.07
Bidder 2	$\frac{82 \times 70}{100} = 57.40$	$\frac{*75 \times 30}{75} = 30.00$	87.40
* Represents the lowest priced proposal			

Assumption: Two responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points. Based on the above calculations a contract would be awarded to Bidder 1.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.



Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with



similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as



it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant; _____
- b. date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



Professional fees

Amount

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.6 Aboriginal Designation

Who is eligible?

a) An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirement

There is no security requirement associated with this solicitation.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated _____. (*to be completed at contract award*)

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2010B](#) (2016-04-04), General Conditions - – Professional Services - Medium Complexity - Services, apply to and form part of the Contract.

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.3. Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4. Security Requirements

There is no security requirement applicable to this Contract.

7.5. Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to January 30, 2019

7.6. Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kingsley Okosun

Title: Procurement Specialist

Organization: Natural Resources Canada

Address: 5320 122nd Street, NW. Edmonton AB T6H 3S5

Telephone: 780-435-7802

E-mail address: Kingsley.okosun@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name: _____

Title: _____



Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.6.3 Contractor's Representative (to be provided at contract award)

Name:

Title:

Tel:

Email:

7.7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.8. Payment

7.8.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price *as specified in contract for a cost of \$ _____*. Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.2 Method of Payment - Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.9. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p>NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	<p>OR</p>	<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>
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Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: _____ (provided at time of contract award)

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.10. Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.12. Priority of Documents



If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2010B (2016-04-04) – Professional Services - Medium Complexity - Services, apply to and form part of the Contract;
- c) Annex “A” - Statement of Work;
- d) Annex “B” - Basis of Payment;
- e) the Contractor's bid dated _____

7.13. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX "A" - STATEMENT OF WORK

SW.1.0 TITLE

Commercial and Institutional Buildings Energy End Use and Energy Intensity

SW.2.0 BACKGROUND

Natural Resources Canada's (NRCan's), Office of Energy and Efficiency (OEE) aims to strengthen and expand Canada's knowledge of energy use across all sectors to better understand energy efficiency and energy intensity performance. The commercial and institutional building (C/I) sector is of particular interest to NRCan as it consumes about 11% of all secondary energy use and represents a sector of potential energy and GHG savings. NRCan has end-use models, which estimate the energy use intensities (Petajoules (PJ)/square meter (m²)) by end use and building type. However, with the advent of new technology and specialization of building use, assumptions have been questioned and need to be re-estimated. Surveys such as the Survey of Commercial Institutional Energy Use (SCIEU) past and present, and derivatives such as Portfolio Manager do not provide the information that NRCan requires to produce the variation in detail it needs for its modeling work that produces the National Energy Use Database and the Comprehensive Energy Use Database.

SW.3.0 OBJECTIVES

The purpose of this Requirement is to fill the void in terms of Energy End Use Intensities (EUI) (see list below) and building type in Canada. In other words, NRCan requires a technical estimate on energy-end use intensities. For example, the gj/sq m for lighting for a sample of the buildings in each of the four key sectors (listed below). These estimates can be derived based on either on-site surveys, or other available analytics of existing building types the proponent may have access to.

However, SCIEU, the Commercial Institutional Building Energy Use Survey (CIBEUS), the National Energy Use Database, the Comprehensive End-Use Database and Portfolio Manager cannot be used as a source of data.

The study will help inform previous work on end-use intensities and help measure energy savings overlap in buildings and equipment sectors. The main objective is to measure the proportion of energy use in commercial and institutional buildings by end use and building type across Canada.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks

It is expected, the Consultant will depend on the information that it has access to from similar studies; or the Consultant will leverage other surveys in this area, survey directly or a combination of these methods. The variation in the building types will be important, as the objective of the report is to produce building energy use profiles in four key sectors – offices, retail trade, educational services, health care and social assistance; and for 5 geographical regions in Canada – Atlantic, Quebec, Ontario, Prairies, British Columbia.

The study will generate various sets of EUIs using different splits of building types across end-uses. The type of data used to measure energy use would be at a minimum based on the following categories:

- Lighting – represents energy use for interior lighting and exterior one such as parking lot.
- Plug Load – this includes plug loads and office equipment. In the case of offices this load may represent computers, servers, printers, copiers. Other types of plug load can be Plug Load – this



used depending on the type of the building, such as refrigerators, stoves and medical equipment in health services.

- Space Heating – represents the energy used to heat all or part of a building. In general, the variation among regions is due to difference in degree-day data, building construction (i.e. insulation levels) and indoor comfort levels.
- Space Cooling – represents the energy used to cool all or part of a building by a cooling system.
- DHW – this end-use accounts for the energy used to provide domestic hot water to the space.
- Auxiliary Motors – This term refers to devices used to transform electric power into mechanical energy, and includes the energy use of motors used by HVAC equipment, to provide a service such as ventilation fans, exhaust fans, pumps and elevator use.

The above list will be reviewed and modified if necessary by the Consultant with the prior approval of the technical authority, in order to have the best set of categories when determining the energy use of C/I buildings.

The Consultant will conduct regular briefings with federal representatives at NRCan on the progress of their work.

The Consultant will prepare a draft report in consultation with the Project Authority to be circulated for comment and review within NRCan with an expected timeline of one month for feedback.

Upon review of the draft report and delivery of feedback, a final report, will be presented to NRCan officials that addresses the comments received and sent back to the Consultant for a final review.

Deliverables

A final report (hard copy and electronic) with full description of:

- Review of existing assumptions
- Methodology
- Discussion of issues and critique of knowledge
- Full discussion on analysis
- Detailed Results - to be reported in terms of energy use intensities (or range) and share of energy use by end-use for the building type
- Conclusions/Recommendations

Milestones

- A kick-off meeting with the Consultant to discuss their approach and methodology to meet the purpose of the study within 1 week of executing the contract
- The Consultant will provide a detailed methodology report for approval prior to commencing the study – 1 week after the kick off meeting
- The draft report is expected be completed by October 30th , 2018
- The final report is expected to be completed by December 31st , 2018

SW.4.2 Reporting Requirements

The Consultant will report to the Project Authority upon arriving at the site and upon exiting the site on a daily basis. The client, NRCan, is to escort the Consultant in the building mainly for meetings.



SW.4.3 Method and Source of Acceptance

The Consultant must provide a final report for review as described in the Objectives, Tasks & Deliverables section of this document

All deliverables and services rendered under this contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

1. keep all documents and proprietary information confidential;
2. return all materials belonging to NRCan upon completion of the Contract;
3. submit all written reports in hard copy and/or electronic Microsoft Office Word or Corel WordPerfect format

SW.5.2 NRCan's Obligations

1. Provide access to a staff member who will be available to coordinate activities
2. Provide comments on draft reports within five (5 working days) and/or,
3. Provide other assistance or support.

SW.5.3 Location of Work, Work Site and Delivery Point

Contractor's site.

SW.5.4 Language of Work

English



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX "1" - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Compliant (Yes/No)
M1	The Bidder must provide a Project Team and identify each member’s role. Bidders MUST indicate the name and provide the CV of the resource(s) proposed.		Yes No
M2	The Bidder must propose one (1) resource in the position of Project Manager. The Project Manager proposed must possess at a minimum, a post-secondary degree, diploma or certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.		Yes No
M3	The Bidder must provide a separate section describing the methodology of the project with timelines and expected output.		Yes No



1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive. The minimum score to achieve is 65, which would make it 50%.

Proposals will be evaluated based on the following criteria:

Point Rated Requirements:		
Item	Requirement	Max Points
R1. TECHNICAL PROPOSAL		
<i>Note: For each sub-criterion R1.1 to R1.3, a score between zero and the total points will be given according to the level of satisfaction the bidder obtains for each of the sub-criteria. The sub-criteria will be evaluated out of 10, using the evaluation grid at the end of the present table, and then weighted according to the maximum scores indicated.</i>		
R1.1	<p>Proposed methodology</p> <p>The Bidder should describe the methodology they will use for delivering the required analysis to NRCan that demonstrates their ability to perform their responsibilities as described in the Statement of Work.</p> <p>The description of the approach should demonstrate that the Bidder clearly understands the scope of the project and include timelines and expected output.</p>	40
R1.2	<p>Allocation of resources</p> <p>The bidder should clearly present how he plans to allocate resources for the various tasks of the Statement of Work, as well as the exact role of each of these resources in carrying out these tasks. The allocation of resources should be realistic, relevant and appropriate to the project realization.</p>	10
R1.3	<p>Quality of the Proposal</p> <p>The bidder’s proposal is organized in a clear and concise manner and is easily understood. Methodology is clear, understandable and relates to the Statement of Work</p>	10
R2. EXPERIENCE OF PROPOSED PROJECT MANAGER		



Point Rated Requirements:		
Item	Requirement	Max Points
<p>Note: Each sub-criterion R2.1 to R2.4 will be scored in terms of the indications accompanying each sub-criterion</p> <p>Project detail, when required, should include: A). brief description of each project B). the responsibilities of the firm C). the project duration, start and end dates of projects D). the dollar value and E). the name of the client organization.</p>		
R2.1	<p>Experience of the proposed project manager in providing data analysis and using databases related to energy use in commercial and institutional buildings (C/I) in Canada.</p> <p><i>1 point for each year of experience up to the maximum of 10 years</i></p>	10
R2.2	<p>Experience of the proposed project manager collecting survey data on energy use in commercial and institutional buildings through past projects.</p> <p><i>1 point for each year of experience up to the maximum of 10 years</i></p>	10
R2.3	<p>Number of projects completed by the project manager selecting representative samples of C/I buildings across regions that is representative of the economic environment in Canada.</p> <p><i>2 points for each project listed up to the maximum of 5 projects</i></p>	10
R2.4	<p>Number of projects completed by the project manager communicating survey analysis results to clients and delivering projects (i.e. presentations, reports)</p> <p><i>2 points for each project listed up to the maximum of 5 projects</i></p>	10
<p>R3. BIDDER'S EXPERIENCE</p> <p>The Bidder should further demonstrate relevant experience in the below areas of expertise by providing a list of relevant projects completed by the Bidder's organization.</p> <p>Project detail submitted should include: A). brief description of each project B). the responsibilities of the firm C). the project duration, start and end dates of projects D). the dollar value and E). the name of the client organization.</p> <p>Note: Each sub-criterion R3.1 to R3.3 will be scored in terms of the indications accompanying each sub-criterion</p>		



Point Rated Requirements:		
Item	Requirement	Max Points
R3.1	Number of projects completed by the Bidder's organization related to direct surveying of energy measurements and energy use in buildings. <i>2 points for each project listed up to the maximum of 5 projects</i>	10
R3.2	Number of projects completed by the Bidder's organization using in-house or external databases used to measure energy use in buildings. <i>2 points for each project listed up to the maximum of 5 projects</i>	10
R3.3	Number of projects completed by the Bidder's organization related to energy use and energy intensity studies. <i>2 points for each project listed up to the maximum of 5 projects</i>	10
Total Points Available		130
Minimum Point		65

EVALUATION GRID	
Excellent (10)	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (8)	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
Good (6)	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (4)	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (2)	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0)	The information provided does not meet the criteria.



2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is **\$ 90,000.00** (applicable taxes excluded). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum **includes a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



APPENDIX "2" - FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm price proposed to execute and complete to work described at Annex A – Statement of Work

Milestone #	Description of Milestone	Percentage of Price
1	Initial Meeting to refine the approach and methodology	10 %
2	Progress Meetings to provide a detailed methodology report for approval	10 %
3	Draft Report (Deliverable)	40 %
4	Final report	40%
Total Firm Price for Financial Proposal Evaluation (taxes extra): (NOT TO EXCEED \$90,000.00 Taxes extra)		\$ _____