*

Return Bids to :

nrcan.quebecbid-

soumissionquebec.rncan@canada.ca

Request for Supply Arrangement

Proposal To: Natural Resources Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Commentaires - Comments

Bureau de distribution - Issuing Office

Finance and Procurement Management Branch Natural Resources Canada 1055 du P.E.P.S., PO Box 10380 Quebec, QC G1V 4C7

NRCan-5000058117	Date May 20, 2021
Requisition Reference No Nº de la dem 164519	ande
Solicitation Closes – L'invitation prend fir at – 02:00 PM (Eastern Da	
on – June 18, 2021	
Address Enquiries to: - Adresse toutes qu	uestions à:
france.bolduc@canada.ca	
Destination – of Goods and Services: Destination – des biens et services:	
Natural Resources Canada CanmetENERGY 1615 Lionel-Boulet Blvd Varennes, QC J3X 1S6	
Security	
There is security requirements requirement	associated with this
Vendor/Firm Name and Address	
Telephone No.:	
Email address.:	
	gn on behalf of Vendor/Firm (
Name and Title of person authorized to si print)	



NOTICE TO BIDDERS

A Supply Arrangement (SA) is a method of supply used by Natural Resources Canada (NRCan) to procure goods and services.

An SA is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of an SA.

An SA is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a SA alone. The intent of an SA is to establish a framework to permit expeditious processing of "individual bid solicitations" which result in legally binding contracts for the goods and services described in those bid solicitations.



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus annexes and appendix, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes the instructions for the bid solicitation process within the scope of the SA;

6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List, the Vendor Performance Report Card and the Reporting.

The Appendix includes the Evaluation Criteria and the Ceiling Rate Form.

1.2 Summary

By means of the RFSA, Natural Resources Canada (NRCan) is seeking proposals from bidders to obtain professional services for existing building commissioning (EBCx) of federal facilities, as part of the Greening Government Strategy¹ and the Federal Sustainable Development Strategy (FSDS)².

Bidders can demonstrate their preference for one (1) to six (6) regions.

Mandates may be associated with single or multiple buildings and involve one or more of the following activities:

- a. **Initial EBCx pre-screening** analysis of a portfolio to help target and prioritize candidate buildings, as well as to select the most appropriate EBCx and GHG emission reduction approach for identified buildings.
- Recommissioning (RCx) mandate services to optimize the performance of existing buildings, seeking to improve how building equipment and systems are operating to meet current facility requirements.

¹ <u>https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html</u>

² <u>https://www.fsds-sfdd.ca/</u>



c. **Ongoing Commissioning (OCx)** – services for implementing and supporting persistence strategies to maintain and further improve the performance of the building's equipment and systems, as well as to ensure the sustainability of acquired knowledge in the medium term.

There are two (2) level of security requirements associated with this requirement.

For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, <u>excluding</u> locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

The Supply Arrangement will be in effect until March 31, 2025, with three (3) additional twelve (12) month option periods.

The value of each contract from the Supply Arrangement are estimated to be typically between \$ 50,000 and \$110,000.

How Does a Supply Arrangement (SA) Work?

The Two Phase Procurement Process

Phase 1 - is the action, by Natural Resources Canada, of soliciting offers from Contractors to provide Services. NRCan intends to issue Supply Arrangements (SAs) to those whose offers meet all the Mandatory Requirements and Conditions Precedent to the Issuance of the Supply Arrangements.

Phase 2 - is the action, by Designated Representatives, of awarding contract or tendering for specific projects on an as-and-when-requested basis. Designated Representatives shall only request a quote from the Contractors who have received Supply Arrangements through Phase 1.

The representative will issue a Request for Proposal (RFP) to SA Holders who must submit their proposals according to the instructions in each RFP. The proposals will be evaluated by client according to the method stated in the RFP. The successful bidder will be awarded a contract. Each contract awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.



1.3 Security Requirements

- 1. <u>Before issuance of a supply arrangement, the following conditions must be met:</u>
 - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A -Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6A Supply Arrangement;
 - (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful Supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.
- For additional information on security requirements, Suppliers should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing or by telephone.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The <u>2008</u> (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

- In the complete text content (except Section 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: delete completely
- Under Subsection 2 of Section 19: delete completely
- Subsection 5.4: Delete: 60 days and Insert: 120 days

2.2 Submission of Arrangements

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 RFSA document:

nrcan.quebecbid-soumissionquebec.rncan@canada.ca

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

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

NRCan-5000058117 – Professional Services for EBCx

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 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive



disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, <u>Contracting Policy Notice 2012-2</u> and the <u>Guidelines on the Proactive Disclosure</u> <u>of Contracts</u>.

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than five (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in au Quebec.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

- Section I: Technical Arrangement (1 electronic copy)
- Section II: Financial Arrangement (1 electronic copy)
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

The Supplier is required to submit ceiling rates that will apply for the term of the Supply Arrangement.

Suppliers must submit the financial arrangement in accordance with the Appendix 2 – Ceiling Rate.

Rate must meet the following conditions:

- i) be unit ceiling rate;
- ii) be expressed in Canadian dollars;
- iii) exclude Goods and Services Tax (GST) or Harmonized Sales Tax (HST);
- iv) be for a period not exceeding one year.

Section III: Certifications

Suppliers must submit the required certifications and should provide additional information under Part 5.

Section IV: Additional Information

In Section IV of their arrangement, bidders should provide:

- 1. the 1st page of this RFSA signed with their legal name;
- 2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.1.2 Point Rated Technical Criteria

Point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Minimum Point Rating

- 1. To be declared responsive, an arrangement must:
 - a. comply with all the requirements of the Request for Supply Arrangements; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 15 points for technical evaluation criteria C1 which is subject to point rating. The rating for C1 is performed on a scale of 30 points.
 - d. obtain the required minimum of 32 points for technical evaluation criteria C2 which is subject to point rating. The rating for C2 is performed on a scale of 50 points.
 - e. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 105 points.
- 2. Arrangements not meeting 1 of these 5 elements above (a to e) will be declared non-responsive.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 provided will render the arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>)</u>, the Supplier must provide the required documentation, **as applicable**, to be given further consideration in the procurement process.

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

Name of Supplier:



Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Identification of the directors / owners:

NAME	FIRST NAME	TITLE

5.2.2 Status and Availability of Resources

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every individual proposed in its arrangement will be available to perform the Work for the term of the supply arrangement or as required by Canada's representatives, at the time specified in or agreed to in the Request for proposal.

If for reasons beyond its control, the Supplier is unable to provide the services of an individual named in its arrangement, the Supplier may propose a substitute with similar qualifications and experience. The Supplier must advise the Supply Arrangement Authority and provide the name, qualifications and experience of the proposed replacement, who will be assessed under Section 6.7.1.

5.2.3 Education and Experience

The Supplier certifies that all the information provided in the résumés and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate. In addition, the supplier guarantees that each individual proposed by him is able to perform the work provided for in the eventual contract.

5.2.4 Former Public Servant

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (<u>PSSA</u>), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, <u>the Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

By providing this information, suppliers agree that the successful Supplier'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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

Yes () No ()

If so, the Supplier 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



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.

5.2.5 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 supplier must certify in its submitted arrangement that it is an Aboriginal business or a joint venture constituted as described above.

Our Company is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above.

5.3 Additional information

The Supplier should identify which security level they have with Contract Security Program.

Reliability	Secret

It is requested that the Supplier provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

- a) the name and date of birth or Security Screening certificate number of the individual;
- b) if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses.



Name	Date of birth	Certificate #

The Supplier should indicate which region(s) are their preference:

Atlantic (NL, PE, NS, NB)	Quebec	Ontario	National Capital Area (Ottawa, Gatineau)	Prairies (MB, SK, AB)	British Columbia



PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

6.2 Security Requirements

6.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Supply Arrangement.

RELIABILITY LEVEL REQUIREMENT

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. R164519

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

SECRET LEVEL REQUIREMENT

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. S164519

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.



- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C; b) *Contract Security Manual* (Latest Edition).

<u>NOTE:</u> There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2020</u> (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

- In the article 01: Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada."

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 30 calendar days after the end of the reporting period.



6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the SA date to March 31, 2025.

6.4.1.1 Option to Extend the Supply Arrangement

The Supplier grants to Canada the irrevocable option to extend the term of the Supply Arrangement (SA) by up to three (3) additional one (1) year period under the same conditions

Canada may exercise this option at any time by sending a written notice to the Supplier before the expiry date of the SA. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an SA amendment.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, <u>excluding</u> locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Supply Arrangement.

6.5 Authorities

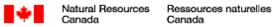
6.5.1 Supply Arrangement Authority

France Bolduc Procurement Specialist Natural Resources Canada 1055 du P.E.P.S., PO Box 10380 Quebec, QC G1V 4C7 418-930-0724 <u>france.bolduc@canada.ca</u>

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative **** to be fill in by the supplier****

Name : Title : Address : Phone : Email :



6.6 Identified Users

The Identified User is:

CanmetENERGY-Varennes

6.7 On-going Opportunity for Qualification

A permanent notice will be posted on the Government Electronic Tendering Service (GETS) for the duration of the Supply Arrangement (SA) describing this procurement vehicle, which will invite additional suppliers to submit bids to become pre-qualified Suppliers and to be issued SAs for the provision of Services.

The Supplier acknowledges that Canada may issue an unlimited number of Supply Arrangements and may continue to issue Supply Arrangements to suppliers throughout the Supply Arrangement period.

Canada reserves the right to issue Supply Arrangements to Suppliers who qualify throughout the entire period of the Supply Arrangement.

6.7.1 Existing pre-qualified Suppliers

This will permit pre-qualified Suppliers to submit bids to modify their existing SA. No existing Supplier will be removed from the qualified supplier list because of the addition of new Suppliers. Existing pre-qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Pre-qualified Suppliers can have up to four (4) active lead EBCx agent(s). The resource(s) will need to be qualified by passing the evaluation criteria M1, C1 & C2 and respond to the basis of selection c. & d. of 4.2.1.1 of this RFSA.

Canada accept to evaluate new proposed resources at all times. For new resource(s) to be qualified during a Request for Proposal, pre-qualified suppliers have to submit a request to qualify the new resource(s) and all required documents at least five (5) working days before the solicitation closing date.

6.7.2 New Suppliers

Throughout the Supply Arrangement Period, new suppliers may submit bids to become pre-qualified Suppliers.

Canada will evaluate the bids received at least once (1) per year, in June or any other period that may be convenient for the evaluation team.

6.8 **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 the Supply Arrangement;
- (b) the general conditions <u>2020</u> (2020-07-01), General Conditions Supply Arrangement Goods or Services;
- (c) Annex A, Statement of work;
- (d) Annex B, Basis of payment;



- (e) Annex C, Security Requirements Check List form;
- (f) Annex D, Vendor Performance Report Card;
- (g) Annex E, Reporting;
- (h) the Supplier's arrangement dated _____ (*insert date of arrangement*).

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______ (insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable).

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the HC and MC templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (<u>2003</u>) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Suppliers has already provided a list of names, as requested under the



<u>Ineligibility and Suspension Policy</u>. During this procurement process, the Supplier must immediately inform Canada in writing of any changes affecting the list of directors.

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
- (h) conditions of the resulting contract.

6.2 Bid Solicitation Process

- **6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.
- **6.2.2** The bid solicitation will be sent directly to Suppliers.
- **6.2.3** The bid solicitation will be made by the SA Identified User in accordance with the SA requirements.
- a) Thresholds for contracts with or without tender:
 - 1. Requirements estimated at less than \$40,000.00, taxes included NRCan may direct the requirement to a specific SA Holder or invite a limited number of SA Holders to respond within 5 calendar days from the bid solicitation date.
 - 2. **Requirements estimated over \$40,000 but less than \$100,000.00, taxes included** A minimum of 3 SA Holders are invited to respond within 10 calendar days from the bid solicitation date. NRCan is not required to invite all suppliers.
 - 3. **Requirements exceeding \$100,000.00, taxes included** All SA Holders are invited to respond within 15 calendar days from the bid solicitation date.
 - Any requirements equal to or exceeding \$100,000.00 will be posted as a Notice of Proposed Procurement (NPP) on buyandsell.gc.ca for 15 calendar days.

b) Requests for bids relating to services in a CLCA region will not be processed under this Supply Arrangement

c) The bid solicitation and contracting process will be managed by an NRCan Contracting officer only.

6.2.4 Supply Arrangement – Vendor Performance Report Card

NRCan will evaluate the performance of all Supply Arrangement (SA) holders during each contract. The Performance Report will be evaluated against Annex D - Vendor Performance Report Card at the end of each contract.

The purpose of this Report Card is to enable assurance of acceptable performance of an SA Holder during the course of each awarded Contract. This Report Card is to be used at the end of each contract



to provide the SA Holder with an assessment on their performance. At the end of each contract, the final Report Card will be provided to the SA Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion. The SA Holder shall have the opportunity to provide comments on their scored performance.

The performance evaluation of a SA Holder will be affected if there is a significant delay in the delivery of the data or if the quality of the data produced does not meet the technical specifications of the project. In the case of a performance deemed unsatisfactory during the contract, a first notice will be sent in writing (email) to the SA Holder who will have to submit a recovery plan and confirm in writing that deliveries will be made according to a schedule which will have to be specified and accepted.

Should the score be less than 10 points, the SA holder could be penalized for his performance. These penalties could result in one or more of the following situations:

- Refusal to invite the SA Holder to the next opportunities / requests for proposals following a first result below 10;
- Refusal to invite the SA Holder on the next two (2) opportunities / requests for proposals, following a second result below 10;
- Suspension or cancellation of qualification by Canada, as provided for in general condition 2020 09. <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/17#suspension-or-cancellation-of-qualification-by-canada</u>

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **MC** (for medium complexity requirements), general conditions <u>2010B</u> Professional Services Medium Complexity will apply to the resulting contract;
- (b) **HC** (for high complexity requirements), general conditions <u>2035</u> Higher Complexity Services will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to <u>TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwqsc.qc.ca</u>.

Note: References to the HC and MC templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.



ANNEX A - STATEMENT OF WORK

1. Definitions

Current Facility Requirements (CFR): a written document that describes the owner's current functional requirements regarding how a facility should be used and operated. This document may include goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information to meet the requirements of occupants, users, and Owner(s) of the facility.

Existing Building Commissioning (EBCx): a broad term that encompasses commissioning options applied to existing buildings, including recommissioning and ongoing commissioning. It is a quality-focused process for attaining the current facility requirements (CFR) of an existing building and/or its systems and assemblies. The process focuses on planning, investigating, implementing, verifying, and documenting optimal operation and maintenance of the facility and its systems in order to meet the CFR, with a program in place to maintain the enhancements for the remaining life of the facility. EBCx measures generally have return on investment periods that are inferior to 3 years, without exceeding 5 years.

Recommissioning (RCx): a subset of EBCx and an optimization process for existing buildings that seeks to improve how building equipment and systems are operating to meet current facility requirements (CFR). RCx aims to resolve problems that occurred during the building design and construction, or that are present in day-to-day operations. The RCx process has a defined duration, contrary to the Ongoing Commissioning process.

Ongoing Commissioning (OCx): means and process used to optimize and sustain building performance on an ongoing basis by investigating, analyzing and monitoring the performance of building systems. As a continuation of the Commissioning process, typically implemented following new construction commissioning or EBCx, OCx verifies that a facility continues to meet current and evolving CFR. OCx Process Activities occur throughout the life of the facility; some of these are ongoing or almost continuous in terms of implementation, while others will be either scheduled or unscheduled (as needed).

2. Objectives of the EBCx Work

The main objective of the services to be provided is to reduce greenhouse gas (GHG) emissions resulting from the energy consumption in federal buildings. This GHG emissions reduction is achieved through the use of EBCx at the electromechanical systems level. Other objectives may also be considered according to the clients' needs, such as updating building documentation, increasing indoor environment quality and occupant comfort, addressing operational issues, etc.

Description of Work

The work statement complies with the Canadian Standards Association (CSA) standard *Z5001:20 – Existing building commissioning for energy using systems*³, the Building Commissioning Association (BCxA)'s *Existing Buildings Commissioning Best Practices*⁴ and *Ongoing Commissioning Best Practices*⁵ documents, as well as NRCan's "Recommissioning (RCx) Guide for Building Owners and Managers" ⁶.

³ <u>https://www.csagroup.org/store/product/CSA%20Z5001%3A20/</u>

⁴ https://www.bcxa.org/resources/existing-building-commissioning-best-practices.html

⁵ https://www.bcxa.org/resources/ongoing-building-commissioning-best-practices.html

⁶ http://www.nrcan.gc.ca/energy/efficiency/buildings/research/optimization/recommissioning/3795



Duties that the contractor may be required to accomplish include, but are not limited to:

- a. **EBCx portfolio pre-screening** analysis of a portfolio to help target and prioritize candidate buildings, as well as to select the most suitable EBCx and GHG emissions reduction approach for identified buildings, which may include one or more of the following activities:
 - i. Assessing available portfolio documentation as well as energy consumption and GHG emissions data for each building.
 - ii. Identifying and prioritizing good candidates for EBCx based on various factors, such as energy use intensity benchmarking, GHG emissions, improvement potential and readiness level.
 - iii. Preparing a multi-year rollout plan to attain cost-effective results including, for each selected buildings, the most suitable EBCx approach (RCx and/or OCx) and activities along with preliminary cost estimates and savings potential.
- b. **RCx mandate –** services to optimize the performance of existing buildings, with the goal of improving how building equipment and systems are operating to meet CFR. The mandate may include one or more of the following activities:
 - i. <u>Planning</u>: defining the objectives, the scope, the current facility requirements, the schedule and the deliverables included in the project.
 - ii. <u>Investigation</u>: assessing and recommending RCx measures for building systems, in order to reduce energy consumption and GHG emissions. All energy-consuming systems are generally analyzed, unless specified otherwise. The investigation shall include the following investigation methods, as applicable:
 - a. Pre-functional verifications
 - b. Diagnostic monitoring
 - c. Detailed on-site assessment and reviews
 - d. Functional testing
 - iii. <u>Implementation</u>: supporting the implementation of selected measures. Support services may include providing implementation methodology and instructions, specifications of the selected measures, and an implementation verification.
 - iv. <u>Hand-off & persistency</u>: preparing the documentation to preserve the knowledge acquired throughout the RCx process and transferring the know-how to building operations staff to ensure the effectiveness of improvements made. This work usually involves providing a final RCx report, updating existing documentation and delivering training and awareness sessions to operations and management staff. An OCx plan or persistence plan should also be provided, in which operational and energy performance criteria and/or indicators will be established to measure and follow up on results.
- c. **OCx mandate** services for implementing and supporting persistence strategies to optimize and sustain the performance of the building's equipment and systems on an ongoing basis. Services required to attain this objective may include:
 - i. <u>Planning</u>: defining goals and objectives, confirming performance criteria and indicators, evaluating existing technology and identifying additional metering, hardware and software requirements.
 - ii. <u>Implementation</u>: implementing people and technology as applicable to enable the OCx process. Also includes identification, documentation and integration of OCx activities and tools into existing operation and maintenance (O&M) standards and practices.
 - iii. <u>Sustaining</u>: means and methods to transition OCx activities and building performance to building owner's core responsibilities.



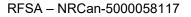
REQUIREMENTS

The supplier is responsible for ensuring that all staff understand and adhere to federal and provincial laws on personnel security, the *Canada Labour Code* – Part II (Workplace Health and Safety), and CSA Z5001 Existing building commissioning for energy using systems (as specified in the scope of work).

The supplier may be called on to work in a variety of conditions, including in very remote regions and/or city centers.

Supplier's Preferences:

Atlantic (NL, PE, NS, NB)	Quebec	Ontario	National Capital Area (Ottawa, Gatineau)	Prairies (MB, SK, AB)	British Columbia



ANNEX B - BASIS OF PAYMENT

1. CEILING HOURLY RATE

For future work described in section 3.2 (Tender documents with plans and specifications) of a Statement of work during a Bid Solicitation under this RFSA, the Contractor shall be reimbursed for the costs reasonably and properly incurred in the performance of the Work, established in accordance with the Basis of Payment, within the hourly ceilings rates detailed below. Customs duties are included and applicable taxes are extra.

The ceiling price is subject to a downward adjustment so as not to exceed the actual costs incurred reasonably in the performance of the work, established in accordance with the basis of payment of each bid solicitation.

The annual adjustment of hourly ceiling rates will be made using the rate of 1.5% upward.

The hourly ceiling rates shall be firm prices for the period following the SA issuance until the following March 31st. After that period, the firm prices will be subject to an annual adjustment and will be made each year on April 1st and until the SA comes to the end.

Canada will not pay the Contractor for any change in design, modification or interpretation of the Work unless such design changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to be integrated into the work.

DESCRIPTION	CEILING HOURLY RATE (taxes applicables exclues)



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

RELIABILITY

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED





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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat	
R164519	
Security Classification / Classification de sécurité	

F	Will the sur	tinued) / PARTIE A (suite)	ED and/or CLASSIFIED COMSEC	information or assets?		No Yes
ſ	Le fournisse		ements ou à des biens COMSEC de		ASSIFIÉS?	Non Oui
L	Dans l'affirm	native, indiquer le niveau de sensi				
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10		screened personnel be used for pr connel sans autorisation sécuritaire	ortions of the work? a peut-il se voir confier des parties o	tu travail?		No Yes Non Oui
	If Yes, v	will unscreened personnel be esco	rted?			No Yes
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11 11 11 11	NFORMATI 1. a) Will the premise Le fourn CLASS 1. b) Will the Le fourn PRODUCTION COMULATION	ON / ASSETS / RENSEIGNEN supplier be required to receive an es? supplier be required to receive an lisseur sera-t-il tenu de receiver et FIES? supplier be required to safeguard nisseur sera-t-il tenu de protéger d ON production (manufacture, and/or rep the supplier's site or premises? allations du fournisseur serviront-eli ASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT sys ion or data?	MENTS / BIENS Ind store PROTECTED and/or CLAS It d'entreposer sur place des renseig COMSEC information or assets? les renseignements ou des biens C air and/or modification) of PROTECT es à la production (fabrication et/ou n SUPPORT RELATIF À LA TECHN items to electronically process, production opres systèmes informatiques pour to	SIFIED information or assets gnements ou des biens PROT OMSEC? TED and/or CLASSIFIED mate éparation et/ou modification) d ROLOGIE DE L'INFORMATIO Ice or store PROTECTED and	ÉGÉS et/ou rial or equipment e matériel PROTÉGÉ N (TI) for CLASSIFIED	Non Oui
11 11 11 11 11	NFORMATI 1. a) Will the premise Le fourr CLASSI 1. b) Will the Le fourr PRODUCTION C. Will the four cocur at Les inst et/ou Cl NFORMATION . d) Will the four renseign	ON / ASSETS / RENSEIGNEN supplier be required to receive an es? inisseur sera-t-il tenu de recevoir el IFIÉS? supplier be required to safeguard nisseur sera-t-il tenu de protéger d DN production (manufacture, and/or rep the supplier's site or premises? allations du fournisseur serviront-ell ASSIFIE? DN TECHNOLOGY (IT) MEDIA / supplier be required to use its IT sys ison or data?	MENTS / BIENS Ind store PROTECTED and/or CLAS It d'entreposer sur place des renseig COMSEC information or assets? es renseignements ou des biens C mair and/or modification) of PROTECT es à la production (fabrication et/ou n SUPPORT RELATIF À LA TECHN items to electronically process, production pres systèmes informatiques pour to ES et/ou CLASSIFIES?	SIFIED information or assets gnements ou des biens PROT OMSEC? FED and/or CLASSIFIED mate éparation et/ou modification) d ROLOGIE DE L'INFORMATIO ace or store PROTECTED and raiter, produire ou stocker élect	ÉGÉS et/ou rial or equipment e matériel PROTÉGÉ N (TI) for CLASSIFIED	Non Oui
11 11 11 11 11	NFORMATI 1. a) Will the premise Le fourn CLASS 1. b) Will the Le fourn PRODUCTIO C) Will the p occur at Les inst et/ou Cl NFORMATIONAL A Will the p informati Le fourn renseign . e) Will then Dispose	ON / ASSETS / RENSEIGNEN supplier be required to receive an se? hisseur sera-t-il tenu de recevoir el FIÉS? supplier be required to safeguard hisseur sera-t-il tenu de protéger d DN production (manufacture, and/or rep the supplier's site or premises? allations du fournisseur serviront-eli ASSIFIE? DN TECHNOLOGY (IT) MEDIA / supplier be required to use its IT systics for data? hisseur sera-t-il tenu d'utiliser ses pri- nements ou des données PROTEG e be an electronic link between the	MENTS / BIENS Ind store PROTECTED and/or CLAS It d'entreposer sur place des renseig COMSEC information or assets? les renseignements ou des biens C air and/or modification) of PROTECT es à la production (fabrication et/ou n SUPPORT RELATIF À LA TECHN items to electronically process, production opres systèmes informatiques pour to	SIFIED information or assets gnements ou des biens PROT OMSEC? TED and/or CLASSIFIED mate éparation et/ou modification) d ROLOGIE DE L'INFORMATIO ice or store PROTECTED and raiter, produire ou stocker élect ment department or agency?	ÉGÉS et/ou rial or equipment e matériel PROTÉGÉ N (TI) lor CLASSIFIED roniquement des	Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Categorie				ASSIFIED		NATO				COMSEC						
	A	в	c	CONFIDENTIAL	SECHET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		NOTECT		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		THES SECRET	NATO DIFFUSION RESTRENTE	NATO CONFIDENTIEL		SECRET COSMIC TRES SECRET	٨	8	c	CONFIDENTIEL		TRES
Information / Assets																
Renseignements / Biens Production	-	-					<u> </u>			<u> </u>		-	-			<u> </u>
rooucion																
(T Media /	-	-	-						-		-	-				
Support Ti																
IT Link / Lien electronique																
2. a) is the description La description	du t	rava	ail vis	é par la prése	nte LVER	S est-elle	de nature Pl	ROTÉGÉE el	ou CLAS						✓ No Non	
Dans l'affirma de sécurité »	tive	, cl	assif	lier le présent	formulai								Clas	ssification		
2. b) Will the docum La documenta									IFIÉE?						✓ No Non	
If Yes, classif attachments (Dans l'affirma	e.g.	SE, cla	CRE	T with Attach	ments). formulai	re en ind	iquant le niv	eau de sécu	rité dans	la case i	ntitul	lée «	Clar	ssification		

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SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE	A - INFORMATION	CONTRACTUEL	LE		
 Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origination 				Branch or Directorate / Direction gén achnologie de l'énergie	érale ou Direction
3. a) Subcontract Number / Numéro du contrat de		3. b) Name an	d Address o	of Subcontractor / Nom et adresse du	sous-traitant
4. Brief Description of Work / Brève description de	u travail				
Services professionnels pour la remise au point de bati	ments existants, induan	t le recommissioning	g (RCx) et lle o	commissioning en continu (CCx)	
 a) Will the supplier require access to Controller Le fournisseur aura-t-il accès à des marchar 					No Yes
5. b) Will the supplier require access to unclassifi Regulations? Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	s techniques militaire	s non classifiées (No Yes Non Oui
Indicate the type of access required / Indiquer	le type d'accès requi	5			
6. a) Will the supplier and its employees require a Le fournisseur ainsi que les employés auron (Specify the level of access using the chart i (Préciser le niveau d'accès en utilisant le tat	t-ils accès à des rens n Question 7. c)	eignements ou à			No Yes Non Voui
6. b) Will the supplier and its employees (e.g. clear PROTECTED and/or CLASSIFIED informatil Le fournisseur et ses employés (p. ex. netto à des renseignements ou à des biens PROT	on or assets is permi yeurs, personnel d'er ÉGÉS et/ou CLASSI	tted. tretien) auront-its FIES n'est pas au	accès à de		Non Oui
6. c) Is this a commercial courier or delivery requi S'agit-il d'un contrat de messagerie ou de liv			de nuit?		No Yes
a) Indicate the type of information that the supp	olier will be required t	o access / Indique	er le type d'i	nformation auquel le fournisseur devr	a avoir accès
Canada 🗸	NA	TO / OTAN]	Foreign / Étrange	pr 🗌
b) Release restrictions / Restrictions relatives a					
No release restrictions Aucune restriction relative à la diffusion	All NATO coun Tous les pays o]	No release restrictions Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser		_			
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	Restricted to: / Specify country	Limité à : (ies): / Préciser le) h(s) pays :	Restricted to: / Limité à : Specify country(ies): / Préc	iser le(s) pays :
7. c) Level of information / Niveau d'information	Turner				
PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED B V	NATO UNCLAS NATO NON CL NATO RESTRI	ASSIFIÉ		PROTECTED A PROTÉGÉ A PROTECTED B	
PROTECED	and the second design of the s	ION RESTREINT	E	PROTÉGÉ B	
PROTECTED C	NATO CONFID			PROTECTED C	
PROTÉGÉ C	NATO CONFID			PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL	NATO SECRET			CONFIDENTIAL CONFIDENTIEL	
OCODET (TTT	COSMIC TOP	and the second		SECRET	
SECRET	COSMIC TRES			SECRET	
TOP SECRET	COUNTRAL C			TOP SECRET	
TRÈS SECRET				TRÊS SECRET	
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)				TRÉS SECRET (SIGINT)	

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*	of Canada	du Canada		6	S164519	de ed eveld
			L	Security Cl	unclassification (UNCLASSIFIED	de sécurité
 Will the sup Le fournisse If Yes, indic 	eur aura-t-il accès cate the level of se	as to PROTECTED at à des renseignement nsitivity:	nd/or CLASSIFIED COMSEC ts ou à des biens COMSEC de		u CLASSIFIÉS?	No Yes Non Oui
9. Will the sup	plier require acces		tive INFOSEC information or a			No Yes
			ts ou à des biens INFOSEC de	e nature extrêmement dé	licate?	Non Oui
Document I	Number / Numéro					
			PERSONNEL (FOURNISSEU) iveau de contrôle de la sécurit			
\checkmark	RELIABILITY ST COTE DE FIABI		CONFIDENTIAL	SECRET SECRET	TOP SEC TRÊS SE	
	TOP SECRET- TRÊS SECRET		NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		TOP SECRET TRÊS SECRET
	SITE ACCESS	PLACEMENTS				
	Special commer Commentaires s					
			are identified, a Security Classifi	ention Cuide must be serv	idead	
10, b) May un	REMARQUE : S		e contrôle de sécurité sont rec			fourni.
Du pers	sonnel sans autoris	sation sécuritaire peu	t-il se voir confier des parties of	du travail?		Non Oui
		rsonnel be escorted? onnel en question ser				No Yes
		PLIER) / PARTIE C	MESURES DE PROTECTIO	N (FOURNISSEUR)		
11. a) Will the premise		ed to receive and sto	re PROTECTED and/or CLAS	SIFIED information or as	ssets on its site or	✓ No Yes Non Oui
Le four CLASS		nu de recevoir et d'en	treposer sur place des renseig	gnements ou des biens P	ROTÉGÉS et/ou	
			ISEC information or assets?	010500		No Yes
		nu de proteger des re	nseignements ou des biens C	OMSEC7		Non Oui
PRODUCTIO	DN					
	production (manufa t the supplier's site		nd/or modification) of PROTECT	TED and/or CLASSIFIED	material or equipment	No Yes
Les inst	allations du fournis: LASSIFIÉ?	seur serviront-elles à l	a production (fabrication et/ou r	éparation et/ou modification	on) de matériel PROTÈGÉ	
		(IT) MEDIA / SUI	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	ATION (TI)	
11 d) Will the	supplier he may impri	to use its IT sustame	to electronically process, provid-	to or elore PROTECTED	andler CLASSIEIED	No Yes
informat	tion or data?		to electronically process, produ			Non Oui
		nnées PROTÉGÉS et	systèmes informatiques pour tr /ou CLASSIFIÉS?	aner, produre od seocker	CROWN OF A CONTRACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACT OF A CONTRACT O	
Dispose			ier's IT systems and the govern tême informatique du fournisse			No Ves Non Oui
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			· · · · · · · · · · · · · · · · · · ·		,	



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Government Gouvernement du Canada Contract Number / Numéro du contrat

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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SUMMARY CHART / TABLEAU RÉCAPITULATIF

Catégorie	Category PHOTECTED Categorie PROTECE			CLASSIFIED CLASSIFIE			NATO				COMSEC					
	A	в	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT		CONFIDENTIAL	SECRET	TOP
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRES SECRET	*	8	c	CONFIDENTIEL		THES SECRET
Information / Assets																
Renseignements / Biens Production			-			<u> </u>					-	_	-		-	
TOODUCIN																
IT Media /									-							
Support Ti IT Link /			_								-	_			-	
Lien électronique																
In description	du tr	ava	l vis	A nor la noten	nte LVER	S est-elle	de nature PF	ROTEGEE et/	CI ACI	CITICE2					V	
If Yes, classify	y thi				the top a	nd botto	m in the are				ion".				- Non	
	ative	s fo	rm b ssif	y annotating ier le présent	formulai			a entitled "Se	curity C	lassificat			Clas	sification	- Non	
If Yes, classif Dans l'affirma	au h	is for , cla aut	et al	by annotating ler le présent u bas du form ched to this Si	formulai nulaire. RCL be P	ROTECT	ED and/or Cl	a entitled "Se reau de sécur ASSIFIED?	curity C ité dans	lassificat			Clar	ssification	Non Non Non	_

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ANNEX D - VENDOR PERFORMANCE REPORT CARD

REPORT CARD

For Contracts awarded under the Supply Arrangement for Professional Services for Existing Building Commissioning (EBCx).

Name of Project:

Contract Number:

Name of Supplier:

Name of Person Completing Form:

Title of Person Completing the Form

Date of Completion of Form:

Subject of Form (e.g., specific deliverable; project):

The purpose of this Report Card is to enable assurance of acceptable performance of an SA Holder during the course of **<u>each</u>** awarded Contract. This Report Card is to be used at the end of each contract to provide the SA Holder with an assessment on their performance. The SA Holder shall have the opportunity to provide comments on their scored performance. At the end of each contract, the final Report Card will be provided to the SA Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion.

Should the score be less than 10 points, the SA holder could be penalized for his performance. These penalties could result in one or more of the following situations:

- Refusal to invite the SA Holder to the next opportunities / requests for proposals following a first result below 10;
- Refusal to invite the SA Holder on the next two (2) opportunities / requests for proposals, following a second result below 10;
- Suspension or cancellation of qualification by Canada, as provided for in general condition 2020 09. <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/17#suspension-or-cancellation-of-qualification-by-canada</u>

Criteria	Definitions	Score
	Definition: Communications with Strategic Evaluation, Program Officials and Interviewees are professional (e.g., clear, courteous and businesslike).	
Communication		
	1 Point - Not very professional.	
	2 Points - Mostly professional.	
	3 Points - Consistently professional.	
	Comments:	



	Definition: The content of the deliverables is technically accurate and comprehensive.	
	2 Point - Contains significant technical inaccuracies compared to what was requested in the Statement of Work, even following a first recovery plan.	
Content	4 Points - The deliverable is acceptable in relation to the statement of work following a recovery plan.	
	5 Points – The deliverable is acceptable after minor changes made by the SA holder. Did not require a recovery plan.	
	6 Points – The deliverable is acceptable in relation to the Statement of Work. Required no correction and no recovery plan. NRCan was required to put very little effort into getting the final project to an acceptable level of quality.	
	Comments:	
	Definition: The deliverables are provided according to the timelines	
	1 Point - Not provided within the timelines and no recovery plan was provided and agreed prior to the due dates OR the schedule of the recovery plan has not been respected.	
Punctuality	2 Points - Not provided within the timelines but valid justification(s) and request(s) for extension(s) received and agreed to in advance, including through a recovery plan.	
	3 Points - Provided within the timelines.	
	Comments:	
	Total Score Available	12
	(a minimum of 10 points is necessary to pass) Total Score Obtained	



ANNEX E - REPORTING

Typically, suppliers must report on a quarterly basis on the contract activities.

Such reports may contain, but are not limited to, the following information:

- 1. the supply arrangement number;
- 2. the supplier name;
- 3. the reporting period;
- 4. the contract number for each contract, including amendments;
- 5. the contracting authority;
- 6. the date of the call-up/contract;
- 7. the contract period;
- 8. the services provided;
- 9. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.



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.

1. TECHNICAL CRITERIA

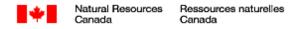
1.1 MANDATORY EVALUATION CRITERIA

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.

Requirement N ^O	Mandatory Requirements	N° OF PAGES TO THE PROPOSAL	Pass/ Fail
M 1	The bidder must provide the lead EBCx agent's name mandated to this request, which must be a permanent staff member.		

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.



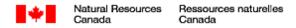
Criterion ID		Point Rated Technical Criteria	Minimum points	Maximum points	Page #
	Project	Experience of the Lead EBCx agent			
	In accordance with the requirements (a) , the bidder should demonstrate the proposed lead EBCx agent in M1 has led and completed up to six (6) EBCx projects since January 1, 2011 by providing description of those projects.				
	(a)	Requirements for EBCx projects:			
		The buildings must belong to one of the following categories: <u>Institutional</u> : Federal, provincial and municipal government buildings, hospitals, colleges, CEGEPs and universities; <u>Commercial</u> : office buildings and enclosed shopping centres.			
		The gross area of the building must be: 5,000 m ² or more.			
C1		The total cost of the project (fees and work) must be: \$20,000 (taxes excluded) or more.			
		The type of equipment targeted by EBCx work must include at minimum: Main HVAC systems including building automation systems and control sequences.			
		The scope of work must include core aspects of EBCx including: Diagnostic monitoring analysis, on-site investigation, functional testing for an existing building which resulted in implemented measures.			
		NOTE: commissioning of new building or of major retrofits, energy audits or BAS installations projects <u>are ineligible</u> .			



C1 (continued)	Project descriptions must demonstrate accordance with requirements (a) and should include the following: • Name(s) of bidder's employee(s) to be qualified as lead EBCx agent; • Identification of project, including its location; • Type of building; • Name of client; • Name and information of contact person to be reached; • Gross surface area of the building; • Total project cost (fees and work to be provided separately); • Brief description of the building; • Brief description of the scope of work of the project • List of equipment targeted by the EBCx work; • Year in which the project was completed • Estimated energy savings (%) from implemented measures • Estimated simple payback from implemented measures • NOTE 1: NRCan reserves the right to contact the client to verify information provided and to disqualify a project based on false information. NOTE 2: Curriculum vitae should be provided in the appendix to the proposal. • Projects that do not meet the requirements listed in (a) will get 0 points. • Projects that meet the requirements listed in (a) but are missing information will score partial points based on <i>the evaluation grid below</i> .	15 points total	5 points by project 30 points (total)	
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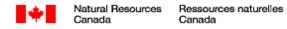
C2	Quality of Past EBCx Projects The bidder should submit a findings log for 2 completed projects from those listed in C1 for quality		25 points by
	assessment.		project
	The findings log must be a sample (not a template) and should be representative of the type of deliverable that NRCan would receive, and should meet the following requirements (confidential client information can be blacked out):		50 points (total)
	1. Provide the name of the project	points total	
	2. Provide the final version of the findings log, which should include the following:	totai	
	 description of the findings and associated proposed measure 		
	 estimated energy and cost savings and other impacts 		
	estimated implementation costs		
	 any applicable assumptions and observations (e.g. implementation approach, evidence of proper implementation, impact on CFR, etc.). 		
	Points will be awarded per project based on the following criteria:		
	a. Completeness, clarity and concision of the findings log (10 pts)b. Creativity and technical depth of the proposed measures (15 pts)		
	This criterion will be evaluated according to the evaluation grid below.		



C3 Quality of the Proposal The quality and clarity of the proposal will be assessed according to the following criteria:	n/a	10 points	
 Compatibility between the structure of the document and that outlined in the assessment criteria. Ease with which relevant information can be obtained. Concision Quality of visual presentation Quality of language This criterion will be evaluated according to the evaluation grid below.			



C4	Proven abilities in EBCx	n/a	10	
C4	 Proven abilities in EBCx The lead EBCx agent proposed in criteria M1 will earn 10 points for meeting one of the following requirements: being on an accredited EBCx agents list of a provincial or utility incentive program for existing building commissioning, or; having earned a existing building commissioning training certificate (maximum 1 certificate). A proven ability must consist of proof of meeting one of the above-mentioned requirements. Below are the recognized lists, certificates and institutions: Lists of accredited EBCx agents Continuous optimization program approved service providers (BC Hydro) Liste des agents accrédités en RCx (TEQ) Building optimization approved service providers (Efficiency Nova Scotia) EBCx training certificates Advanced course on EBCx and exam (NRCan) Certified Building Commissioning Professional (CIET) Certified Commissioning Professional (ASHRAE) Building Commissioning Professional (AEE) Retrocommissioning of Existing Building Certified Professional (NEBB) Commissioning Process Existing Building CuWisconsin) NOTE: The training certificate must have been obtained after an existing building commissioning exam, delivered by a recognized institution. Certificates not mentioned above will require the bidder to provide a detailed description of the training content, the name of the certifying institution as well as a copy of the certificate, valid at the solicitation closing date. 	n/a	10 points	



C5	Proven Abilities in Measurement and Verification	n/a	5 points	
	The bidder should provide a proof of having an employee who possesses a valid Certified Measurement and Verification Professional certificate.			
	A proven ability must comprise an achievement certificate, obtained after a measurement and verification training and exam, delivered by the Association of Energy Engineers (AEE).			
	The certificate should be provided in the appendix to the proposal			
		Minimum points: 60	Maximum points : 105	

EVALUATION GRID			
Excellent (100%)	Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements.		
Very good (80%)	Submitted information clearly indicates a full understanding of all rated criteria elements.		
Good (60%)	Submitted information clearly indicates a full understanding of most of rated criteria, but not all.		
Unsatisfactory (40%)	Submitted information indicates some understanding of criteria outlined, but does not demonstrate a full understanding of all rated criteria.		
Poor (20%)	Submitted information indicates that the bidder has minimal understanding of the criteria outlined.		
Unacceptable (0%)	Submitted information does not meet criteria.		

APPENDIX 2 – CEILING PRICE

1. CEILING HOURLY RATE

For future work described in section 3.2 (Tender documents with plans and specifications) of a Statement of work during a Bid Solicitation under this RFSA, the Contractor shall be reimbursed for the costs reasonably and properly incurred in the performance of the Work, established in accordance with the Basis of Payment, within the hourly ceilings rates detailed below. Customs duties are included and applicable taxes are extra.

The ceiling price is subject to a downward adjustment so as not to exceed the actual costs incurred reasonably in the performance of the work, established in accordance with the basis of payment of each bid solicitation.

The annual adjustment of hourly ceiling rates will be made using the rate of 1.5% upward.

The hourly ceiling rates shall be firm prices for the period following the SA issuance until the following March 31st. After that period, the firm prices will be subject to an annual adjustment and will be made each year on April 1st and until the SA comes to the end.

Canada will not pay the Contractor for any change in design, modification or interpretation of the Work unless such design changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to be integrated into the work.

Bidders shall establish a price list in the following categories, including but not limited to:

DESCRIPTION	CEILING HOURLY RATE (taxes applicables exclues)
Project Manager	\$ /hour
Senior Engineer (more than 5 years of Engineering practice)	\$ /hour
Intermediate Engineer (2 to 5 years of Engineering practice)	\$ /hour
Junior Engineer (less than 2 years of Engineering practice)	\$ /hour
Senior Technologist (more than 5 years in practice as a technologist)	\$ /hour
Intermediate Technologist (2 to 5 years in practice as a technologist)	\$ /hour
Junior Technologist (less than 2 years in practice as a technologist)	\$ /hour
Administrative resources (average rate)	\$ /hour
Other resources (average rate) Specify type of resource	\$ /hour