





TABLE OF CONTENTS

<i>Conditional Set-Aside Under the Procurement Strategy for Aboriginal Business</i>	5
PART 1 - GENERAL INFORMATION	6
1.1 INTRODUCTION	6
1.2 SUMMARY	6
1.2.1 <i>Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)</i>	6
1.3 DEBRIEFINGS	7
PART 2 - BIDDER INSTRUCTIONS	8
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	8
2.2 SUBMISSION OF BIDS.....	8
2.3 ENQUIRIES - BID SOLICITATION.....	9
2.4 APPLICABLE LAWS.....	9
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	9
PART 3 - BID PREPARATION INSTRUCTIONS	10
3.1 BID PREPARATION INSTRUCTIONS	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.1.1 TECHNICAL EVALUATION	11
4.1.2 FINANCIAL EVALUATION.....	11
4.2 BASIS OF SELECTION.....	11
4.2.1 HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE.....	11
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE BID	13
5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES.....	13
5.1.2 ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID.....	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION	14
5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION	15
5.2.3 STATUS AND AVAILABILITY OF RESOURCES	15
5.2.4 EDUCATION AND EXPERIENCE	15
5.2.5 FORMER PUBLIC SERVANT	15
5.2.6 ABORIGINAL DESIGNATION	17
PART 6 - SECURITY	19
6.1 SECURITY REQUIREMENTS	19
PART 7 - RESULTING CONTRACT CLAUSES	20
7.1 STATEMENT OF WORK.....	20
7.2 STANDARD CLAUSES AND CONDITIONS.....	20
7.2.1 GENERAL CONDITIONS	20



7.3	DISPUTE RESOLUTION	20
7.4	SECURITY REQUIREMENTS	21
7.5	TERM OF CONTRACT	21
7.5.1	PERIOD OF THE CONTRACT	21
7.6	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs)	21
7.7	AUTHORITIES.....	21
7.7.1	CONTRACTING AUTHORITY	21
7.7.2	PROJECT AUTHORITY	22
7.7.3	CONTRACTOR'S REPRESENTATIVE	22
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	22
7.9	PAYMENT	22
7.9.1	BASIS OF PAYMENT – FIRM PRICE	22
7.9.2	METHOD OF PAYMENT	23
7.10	INVOICING INSTRUCTIONS.....	23
7.11	CERTIFICATIONS.....	23
7.11.1	COMPLIANCE.....	23
7.12	APPLICABLE LAWS.....	24
7.13	PRIORITY OF DOCUMENTS	24
7.14	INSURANCE	24
7.15	CONTRACT ADMINISTRATION.....	24
ANNEX “A” - STATEMENT OF WORK		26
SW.1.0	TITLE.....	26
SW.2.0	BACKGROUND	26
SW.3.0	OBJECTIVES.....	26
SW.4.0	PROJECT REQUIREMENTS	27
SW.4.1	<i>Milestones, Deliverables and Schedule</i>	27
SW.4.2	<i>Reporting Requirements</i>	30
SW.4.3	<i>Method and Source of Acceptance</i>	31
SW.5.0	OTHER TERMS AND CONDITIONS.....	31
SW.5.1	<i>Contractor's Obligations</i>	31
SW.5.2	<i>NRCan's Obligations</i>	31
SW.5.3	<i>Location of Work, Work Site and Delivery Point</i>	31
SW.5.4	<i>Language of Work</i>	31
SW.6.0	APPLICABLE BACKGROUND INFORMATION AND GLOSSARY	31
SW.6.1	<i>Applicable Information</i>	31
SW.6.2	<i>Relevant Terms, Acronyms and Glossaries</i>	33
ANNEX “B” - BASIS OF PAYMENT		35
APPENDIX “1” - EVALUATION CRITERIA		38
1.	TECHNICAL CRITERIA.....	38
1.1	MANDATORY EVALUATION CRITERIA	38
1.2	EVALUATION OF RATED CRITERIA	39
2.	FINANCIAL CRITERIA.....	41
2.1	MANDATORY FINANCIAL CRITERIA	41



APPENDIX “2” - FINANCIAL PROPOSAL FORM	42
1. FIRM PRICE - MILESTONE PAYMENTS	42



The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

Conditional Set-Aside Under the Procurement Strategy for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business.

In order to be considered, the Bidder must certify in its submitted bid that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB. If bids from two (2) or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>).



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 and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security 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 the Statement of Work and the Basis of Payment.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from an experienced Indigenous Business (as defined by Indigenous Services Canada's [Eligibility for Aboriginal Procurement Set Aside](#)) to develop a comprehensive report that analyzes Indigenous-specific perceptions, needs and barriers in:

- (1) accessing and applying energy efficiency services, tools and technologies in homes, buildings (commercial, institutional and community) and Indigenous-owned industry;
- (2) participating in government energy efficiency programs; and
- (3) participating in the energy efficiency workforce.

1.2.1 Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses as defined by the Procurement Strategy for Aboriginal Business (PSAB) criteria (which the Bidder will attest to in its submitted bid) (<https://www.isc-sac.gc.ca/eng/1100100032808/1612398410366>) and who are listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).



If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

1.2.2 Applicable Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreements (CCFTA), Canada-Columbia Free Trade Agreement (CCOFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPAFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

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 will be done in writing, by email.



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](#) (2020-05-28) 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 1 and 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 Entirely**
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20: Not applicable**

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

By email only

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.albertabidssubmission-albertasoumissiondesoffres.nrcan@nrcan-rncan.gc.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 RFP 5000060499 - Defining Indigenous perceptions, needs and barriers to the uptake of energy efficiency solutions in Canada



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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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 and document

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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 and point rated 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

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be pro-rated against the lowest evaluated price and the ratio of 30%.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

TABLE 70/30

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Set-aside for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification (refer to Annex "C" 5.2.6) is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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. Failure to comply with the request may result in the bid being declared non-responsive.

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.

Signature

Date



PART 6 - SECURITY

6.1 Security Requirements

There are no security requirements associated with this requirement.



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 entitled _____, dated _____.

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 \(2020-05-28\)](#), General Conditions – Professional Services - Medium Complexity, 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

7.4.1 There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract Award to _____ inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Moira Farkas
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 5320 122 Street NW, Edmonton, AB T6H 3S5
Telephone: 403-462-1162
E-mail address: moira.farkas@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.



7.7.2 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.

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

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address

7.8 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.

7.9 Payment

7.9.1 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 Annex "B" for a cost of \$ _____. Customs duties are subject to exemption 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.



7.9.2 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.

7.9.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:

nrcan.invoiceimaging-service@imageriedesfactures.rncan@canada.ca

Note: Attach "PDF" file. No other formats will be accepted

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 Contract number: _____

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

7.11 Certifications

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.11.2 Aboriginal Business Certification (if applicable)



1. The Contractor warrants that its certification of compliance (in 5.2.6) is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits

7.12 Applicable Laws

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

7.13 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 \(2020-05-28\)](#), General Conditions – Professional Services - Medium Complexity;
- c) Annex "A", Statement of Work;
- d) Annex "B", Basis of Payment;
- e) Annex "C", Set-Aside for Aboriginal Business (if applicable)
- f) the Contractor's bid dated _____.

7.14 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.

7.15 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

Defining Indigenous perceptions, needs and barriers to the uptake of energy efficiency solutions in Canada.

SW.2.0 BACKGROUND

Energy efficiency is the end result of reducing the amount of energy used to deliver the same or better level of goods and services. Energy efficiency improvement generally occurs by adopting a more efficient technology or production process or by application of methods to reduce energy losses. It can be achieved with, for example, efficient heating and cooling technology in the built environment, home retrofits that reduce heat loss, efficient household appliances subject to labelling and standards, efficient renewable fuels in industrial applications, and efficient electrification of energy end-uses. Energy efficiency also occurs on an electricity systems-level through connection and optimization of devices on a broad scale (e.g., smart cities and grids). Improved energy efficiency in a country leads to multiple benefits, including clean economic growth, reductions in energy poverty, energy cost savings, lower greenhouse gas emissions, improved climate resilience, improved health, warmth and comfort of homes, and other environmental, social, and economic benefits. Energy efficiency can be contrasted with energy conservation, which lowers energy demand by lowering services (e.g., reducing light or heat levels).

Natural Resources Canada (NRCan) has a mandate through the *Energy Efficiency Act* to promote energy efficiency. The Act allows the Minister, on approval of Treasury Board, to make and enforce regulations that prescribe standards and labelling requirements for energy-using products and products that affect energy use, and to collect data on energy use. NRCan also plays a role in providing leadership on energy efficiency in Canada, identifying and coordinating solutions across jurisdictions, developing national programs, and creating national frameworks, standards and tools that can be used by other jurisdictions and organizations. This role helps to overcome financial and non-financial barriers to energy efficiency, including the lack of policies and technical capacity, high incremental costs, and low consumer awareness and confidence. The Demand Policy and Analysis Division (DPAD) within NRCan’s Office of Energy Efficiency’s (OEE) supports energy efficiency in Canada by providing strategic policy advice to support evidence-based decision making and to inform the development of policies and programs.

SW.3.0 OBJECTIVES

NRCan, through OEE’s DPAD, is seeking the services of an experienced **Indigenous business** (as defined by Indigenous Services Canada’s [Eligibility for Aboriginal Procurement Set Aside](#)) to develop a comprehensive report that analyzes Indigenous-specific perceptions, needs and barriers in:

- (1) accessing and applying energy efficiency services, tools and technologies in homes, buildings (commercial, institutional and community) and Indigenous-owned industry;
- (2) participating in government energy efficiency programs; and
- (3) participating in the energy efficiency workforce.

The analysis must examine these issues across and within each distinctions-based group (i.e. First Nations, Métis, and Inuit), including regional and community variances (e.g. rural/remote/urban, off-reserve, on-reserve, etc.). An **intersectional approach** (i.e. that examines multiple identity factors that intersect to make up the full identities of people, such as gender, age, racialized identity, ethnicity, sexual orientation, disability, and income level) is needed



to ensure that the diverse identities of Indigenous peoples and their associated perceptions, needs and barriers are represented.

This information will inform the design and delivery of current and future energy efficiency policies and programs. This should result in policies and programs that are inclusive, equitably applied, consider the specific needs and circumstances of Indigenous populations in Canada, and aim to enable greater energy efficiency improvements and associated co-benefits in these populations.

An Indigenous business is being sought because the services gained from this contract (i.e. the report findings) are intended to have a (positive) impact on Indigenous peoples. Requiring an Indigenous business to complete the services is critical to learning first-hand experiences and aligning with the principles of self-determination and Indigenous climate leadership. An Indigenous business may enter into a joint venture with a non-Indigenous business to complete this work.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Milestones, Deliverables and Schedule

Table 1: Deliverables and Schedule

Milestone	Deliverables	Time Schedule
#1	Preliminary project plan	October 29, 2021
#2	Overview of research / literature	November 30, 2021
#3	Report outline	January 31, 2022
#4	Report 1 st draft	March 31, 2022
#5	Report 2 nd draft	May 31, 2022
#6	Presentation	July 30, 2022
#7	Final report	September 30, 2022

Timing shifts during the project may be considered by NRCan on an as-needed basis (other than the deadlines of Milestones #4 and #7), provided that all deliverables are met.

NRCan will aim to provide feedback on deliverables within ten (10) working days.

Milestone 1 – Preliminary project plan

A project plan will be presented at a kick-off meeting. The plan must include the methodology that will be used to conduct the analysis (e.g. qualitative content analysis, thematic analysis, etc.) and complete the written report.



Milestone 2 – Overview of research / literature

A written overview of literature and research will be produced, containing brief descriptions of key information sources that will be consulted for this study. It may include publicly available data, reports or case studies, and can be qualitative or quantitative. It should include Indigenous-produced information sources, where available.

NRCan and the OEE has access to a wide range of data (e.g. Canadian Centre for Energy Information and other sources listed in section SW.6.1). Any additional costs for purchases of data foreseen as being instrumental to complete the work should be estimated by the Contractor and covered in the initial proposal response to this Statement of Work. It may not be possible to amend project costs once the project begins.

To fill identified gaps in the existing literature, **consultations (i.e. 20-30 interviews) with implicated groups** identified by the Contractor must be conducted. NRCan could assist in the identification of these groups, if needed. The Contractor should include any projected direct expenses of this consultation in their proposal response to this Statement of Work, such as payments to consultation participants to compensate them for their engagement. This Milestone must include an overview/plan for these consultations. Some interviews may be completed and documented in this Milestone, but can continue to be carried out and documented in later report drafts. To ensure consultations are accessible, suppliers must possess the software to be able to deliver the questions in accessible format (text to speech/speech to text) if over email, or phone technology for the hearing-impaired, if required. There will be **no** public opinion research; definitions for “consultations” and “public opinion research” are provided at the end of this document.

Milestone 3 – Report outline

The outline of the report must cover the following approximate sections (including brief content descriptions):

- Executive Summary
- Overview of literature
- Overview of planned consultations (i.e. 20-30 interviews), including planned list of interviewees and a list of suggested interview questions. Examples of possible questions can include:
 - “What is your or your community’s perception and understanding of energy efficiency and its benefits/drawbacks?”
 - “What barriers have you encountered in trying to access energy efficiency programs or services?”
 - “What barriers have you or community members encountered in trying to become employed in the energy efficiency workforce?”
 - “What support does your community need to access these programs, services or employment in the workforce?”
- Main analysis:
 - Containing three sections that assess perceptions and identify needs and barriers* (based on literature and consultations) in:
 1. accessing and applying energy efficiency services, tools and technologies in homes, buildings (commercial, institutional and community) and Indigenous-owned industry**;
 2. participating in government energy efficiency programs (federal, provincial, territorial or municipal)***; and,
 3. participating in the energy efficiency workforce (as defined in the ECO Canada employment study listed in SW.6.1).



- For each of the above three sections, the analysis of perceptions, needs and barriers must:
 - extensively consider regional and community variances (i.e. a mix of rural, remote and urban communities, as well as a mix of off-reserve and on-reserve communities) across First Nations, Métis, and Inuit communities with respect to energy efficiency; and,
 - be intersectional (i.e. examine intersecting identity factors, such as gender, age, racialized identity, ethnicity, sexual orientation, disability, and income level).
- Key findings/conclusions
- Recommendations going forward for NRCan
- Annexes: technical methodological summary, research scope, data tables, etc. This section must show in full detail how the analysis will be conducted and how results will be measured in order to arrive at findings/conclusions and recommendations.

* Examples of barriers: financial/income barriers (ability to purchase services, tools and technologies), access barriers (ability to access and participate in programs), socio-cultural barriers, information/language barriers, or workplace/employment barriers.

** Examples of energy efficiency services, tools and technologies:

- Homes – Upgrades, retrofits and new construction with energy efficient household appliances, heating and cooling technology, building envelope (windows, doors, insulation), energy codes for buildings, home energy labels (e.g., EnerGuide), etc.
- Buildings – Retrofits or system improvements that reduce energy loss, energy management, commissioning, electrification or efficiency improvements to heating and cooling technology, etc.
- Industry – energy management, using efficient renewable fuels, electrification of industrial processes, etc.

*** Analysis for this section must consider the provided sources of information about NRCan and the OEE (SW.6.1) when discussing participation in federal energy efficiency programs. Some discussion of participation in provincial, territorial and/or municipal programs is also expected.

Milestone 4 – Report 1st draft

First draft of report submitted for review and subsequent revision(s). This 1st draft will fully flesh out the sections in the Report Outline (Milestone 3). Recommendations and Executive Summary are not required to be included in the 1st draft.

For any interviews completed by this Milestone #4, information is to be provided on the intersectional identities of interviewees and the communities represented. Interviewees/communities should represent diverse identities. The details provided should include (to the extent possible):

- number of interviews completed to date (out of the expected 20-30)
- the name of each Indigenous community,
- description of community location,
- whether each community is First Nations, Métis, Inuit or other/unaffiliated/self-governing, whether each community considers itself rural, remote or urban
- whether each community is off-reserve or on-reserve
- community population number (or description),
- community demographics (if possible, breakdown of age, gender, average income, etc.),



- any other notable characteristics about the community,
- and (if possible depending on interviewee consent) the interviewee's self-identified gender identity, age range, racialized identity, sexual orientation, disability, income level, and/or other identity factors.

For any interviews that have yet to be completed by this Milestone #4, an outline must be given on planned interviews with as many known details on interviewee/community identity as possible.

The overview of literature/research must also follow the above intersectional approach and consider a diverse sample of Indigenous communities.

Include citations (footnotes are preferable) throughout.

Milestone 5 – Report 2nd draft

Second draft of report submitted for review and subsequent revision(s). Recommendations and Executive Summary are required to be included in this draft.

The Executive Summary will be used to provide a high-level overview to senior government officials.

The Recommendations must be evidence-based and reflect research and analysis conducted. They must include:

- key areas or aspects of policy/program development where NRCan can take action;
- concrete recommended criteria/steps to take to implement the report findings; and
- performance indicators/metrics and methodology that will allow NRCan to continually track, monitor, measure, evaluate and improve the inclusivity and accessibility of our policies and programs for Indigenous peoples.

Milestone 6 – Presentation

Based on the 2nd draft of report, prepare and deliver a short presentation to DPAD using a Microsoft (MS) PowerPoint presentation deck that gives a high-level look at the analysis, findings and recommendations. Suppliers must ensure presentations can be made available in an accessible format for individuals who may have a disability in the form of a visual or hearing impairment.

Milestone 7 – Final report

Final report submitted, which incorporates feedback from 2nd draft and any feedback received during presentation to DPAD. The language must be clear, concise, easy to read, and appropriate for consumption by general policy-makers in NRCan. Formatting must be that of a standard professional report.

SW.4.2 Reporting Requirements

The Project Authority will schedule monthly (around the 15th of each month) or more frequent status meetings with the Contractor to discuss progress, provide direction for any emerging issues the Contractor may have encountered, and ensure they are closely aligned with the team and the project milestones. These can be completed by videoconference. In addition to monthly meetings, the Contractor shall check in via email weekly (suggested on



Fridays, though this is flexible) to provide short status updates of the work completed over that week, and next steps for the week ahead.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any 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

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Sections 2-4 of this Statement of Work, the Contractor must:

1. adhere to the above deliverables schedule and incorporate revisions in a timely manner;
2. return any physical materials belonging to NRCan upon completion of the Contract;
3. submit all written reports electronically in Microsoft (MS) Word format and presentations in MS PowerPoint format; and
4. participate in teleconferences.

SW.5.2 NRCan's Obligations

NRCan shall:

1. ensure the team provides assistance or support as required;
2. aim to comment on draft reports within ten (10) working days; and,
3. consider further requests for access within a reasonable notice to non-protected information such as government and departmental policies and procedures, publications, reports, and studies.

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

All work/milestones will be completed virtually at the Contractor's place of business. Meetings with NRCan will be conducted by teleconference or videoconference.

All Milestones (#1-7) will be delivered to the Project Authority via email.

SW.5.4 Language of Work

All reports and documentation must be submitted in English. Correspondence with NRCan may be in the Contractor's official language of choice (English and/or French).

SW.6.0 APPLICABLE BACKGROUND INFORMATION AND GLOSSARY

SW.6.1 Applicable Information

OEE existing programs/regulations/codes/standards information:



- EE for homes: <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-homes/20546>
- Canada Greener Homes Grant: <https://www.nrcan.gc.ca/science-and-data/funding-partnerships/funding-opportunities/funding-grants-incentives/greener-homes/23230>
- EE for buildings <https://www.nrcan.gc.ca/buildings/20671>
- EE for industry <https://www.nrcan.gc.ca/energy-efficiency-industry/20334>
- EE for products <https://www.nrcan.gc.ca/products/12509>
- EnergyStar <https://www.nrcan.gc.ca/energy-efficiency/energy-star-canada/18953>
- EE regulations <https://www.nrcan.gc.ca/energy-efficiency-regulations/6845>
- EnerGuide labeling <https://www.nrcan.gc.ca/energy-efficiency/energuide/12523>
- Becoming an Energy Advisor: <https://www.nrcan.gc.ca/energy-efficiency/homes/canada-greener-homes-grant/explore-careers-energy-efficiency/23446>
- Energy Manager Program <https://www.nrcan.gc.ca/energy-manager-program/21917>
- Funding for training initiatives to Efficiency Canada, CIET, HRAI <https://www.canada.ca/en/natural-resources-canada/news/2020/07/government-of-canada-invests-in-energy-efficiency-training-for-canadians.html>

NRCan public background documents/reports:

- Departmental Plan <https://www.nrcan.gc.ca/transparency/reporting-and-accountability/plans-and-performance-reports/departmental-plan-formerly-reports-on-plans-and-priorities/205>
- Departmental Results Reports <https://www.nrcan.gc.ca/nrcan/transparency/reporting-accountability/plans-performance-reports/departmental-results-reports/197>
- Energy Efficiency Publications – “Reports” (E.g. annual Report to Parliament) <https://www.nrcan.gc.ca/maps-tools-and-publications/publications/energy-publications/energy-efficiency-publications/17756>
- Other Plans and performance reports <https://www.nrcan.gc.ca/nrcan/transparency/reporting-accountability/plans-and-performance-reports/22263>
- Canadian Centre for Energy Information (CCEI) (in partnership with Statistics Canada; provides energy-related data from Statistics Canada, data on energy use and energy efficiency from NRCan, and other data from external organizations) <https://energy-information.canada.ca/en>
- Energy Fact Book (NRCan-produced fact-based energy topics; also accessible from the CCEI) <https://www.nrcan.gc.ca/science-data/data-analysis/energy-data-analysis/energy-facts/20061>

External reports:

- ECO Canada’s “Energy Efficiency Employment in Canada” April 2019 report <https://www.eco.ca/wp-content/uploads/ECO-Canada-Energy-Efficiency-Employment-in-Canada.pdf>
- ECO Canada’s “Assessment of Occupational and Skills Needs and Gaps for the Energy Efficient Buildings Workforce” February 2021 report <https://www.eco.ca/research/report/energy-efficiency-in-buildings/>

NRCan mandate commitments:

- Mandate Letter 2019 commitments [<https://pm.gc.ca/en/mandate-letters/2019/12/13/minister-natural-resources-mandate-letter>], notably as related to:
 - helping Canadians make their homes more energy efficient and climate resilient with energy audits, interest-free lending for retrofits, cash incentives, and grants
 - mandatory Energy Star certification
 - funding to attract private capital for deep building retrofits



- advancing the electrification of Canadian industries
- implementing recommendations of [Generation Energy Council](#) Report (wasting less energy, switching to clean power, using more renewable fuels, and producing cleaner oil and gas)
- supporting the transition of Indigenous communities from reliance on diesel-fueled power to clean, renewable and reliable energy by 2030.
- Supplementary Mandate Letter 2021 commitments [<https://pm.gc.ca/en/mandate-letters/2021/01/15/minister-natural-resources-supplementary-mandate-letter>], notably as related to:
 - large-scale building retrofits and home retrofits
 - supporting investments in renewable energy, energy efficiency, energy storage and next-generation clean energy and technology solutions, including in Indigenous communities
 - implementing the Net-Zero Accelerator Fund which will support manufacturing, transportation, natural resource and energy sectors as they work to meet a net-zero future

A Healthy Environment and A Healthy Economy: Canada's Strengthened Climate Plan (2020) – *commitments related to energy efficiency in which NRCan has a role include:*

- Advance technology and uptake of the next generation of low emission, high-efficiency space and water heating equipment and windows
- Provide \$2.6B for home energy retrofit grants, EnerGuide energy assessments, and energy advisor recruitment and training
- Bring forward a low-cost retrofit loan program that builds on the grants program and which can be easily accessed by Canadians (led by Canada Mortgage and Housing Corporation, as in Budget 2021)
- Continue working with and building on low-income home retrofit programs
- Develop a supply chain for low-emissions building materials in Canada
- Accelerate work with provinces and territories to develop and adopt increasingly stringent model building codes and a new model retrofit code
- Invest additional \$300M over 5 years to advance Government's commitment to ensure diesel-reliant rural, remote and Indigenous communities have opportunity to be powered by clean, reliable energy by 2030
- Recognize Indigenous climate leadership by "investing in the agency of Indigenous peoples and communities, supporting Indigenous-led and delivered solutions, equipping Indigenous peoples with equitable resources, and ensuring appropriate access to funding to implement self-determined climate action"

SW.6.2 Relevant Terms, Acronyms and Glossaries

NRCan = Natural Resources Canada (Government of Canada department)

OEE = Office of Energy Efficiency (within NRCan)

DPAD = Demand Policy and Analysis Division (within OEE)

Consultation: A two-way process that seeks direct participation from the public or specific stakeholders on a range of issues to inform government decisions about policies, programs, services, and legislative and regulatory initiatives, whether in person or online.



Public Opinion Research: The planned, one-way systematic collection, by or for the Government of Canada, of opinion-based information of any target audience using quantitative or qualitative methods and techniques such as surveys or focus groups. Public opinion research provides insight and supports decision making. The process used for gathering information usually assumes an expectation and guarantee of anonymity for respondents. Public opinion research includes information collected from the public, including private individuals and representatives of businesses or other entities. It involves activities such as the design and testing of collection methods and instruments, data collection, data entry, data coding, and primary data analysis.



ANNEX “B” - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX “C” - SET-ASIDE FOR ABORIGINAL BUSINESS *(IF APPLICABLE)*

(to be completed at contract award)

1. Set-aside for Aboriginal Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

- i. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

1.4 The Bidder must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.

OR

- ii. ☐ The Aboriginal business has six or more full-time employees.

1.5 At Canada's request, the bidder must submit all information and evidence supporting this certification. The Bidder must ensure that this evidence is available for review by a representative of Canada during normal working hours, such representative of Canada may make copies or extracts of this evidence. The contractor will provide all the facilities necessary for these checks.



2. Owner/ Employee Certification – Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Aboriginal:

I am _____ (*insert "an owner" and/or "a full-time employee"*) of
_____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the
Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature

Date



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 #	Pass/Fail
M1	Cover note – Provide short cover note (maximum 1 page) that indicates the estimated requirement of resources (i.e. people) and level of effort that would be required for each resource (expressed in hours). For this project, resources must include at least 1 Project Manager, 1 Senior Consultant, and 1 Admin Assistant. More than 3 resources may be proposed to work on the project.		
M2	The Bidder ¹ MUST have at least seven (7) years of experience within the last ten (10) years in working nationally with Indigenous communities in Canada around issues related to clean growth or climate change, including the development, implementation and documenting of national-level engagement plans. This experience can be obtained by a single person/individual or a team of individuals.		

¹ “Bidder” means a person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It includes individual consultants permanently employed with the



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	The Bidder MUST have at least seven (7) years of experience within the last ten (10) years in working with public sector organizations in Canada (a combination of federal, provincial, territorial, Indigenous, and/or municipal governments), including producing reports that provide public policy advice and recommendations to policy-makers. This experience can be obtained by a single person/individual or a team of individuals.		

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.

Proposals will be evaluated based on the following criteria:

Req. ID	Point-Rated Requirements	Evaluation Criteria Scoring Method	Maximum Points Available
R1	<p>Project Summaries: Project Summaries must be provided to detail the experience acquired over the 7 years' of experience for each mandatory requirement.</p> <p>Within each project summary provided, bidders must indicate the following details (using headings spelled out as written below and in the order below, and being as succinct as possible):</p> <ol style="list-style-type: none">1. name of the client organization and project;2. name, address and telephone number of the client project authority to whom the Bidder reported;3. dates and duration of the project (expressed in years / months) and any delays;4. brief description of the project goals and how they were met;5. brief description of the scope of services	<p>Up to a maximum of five (5) project summaries will be evaluated. Each summary will receive a maximum of 10 points.</p> <p>6-10 points: project summary meets the criteria and is fully applicable as experience, i.e.:</p> <ul style="list-style-type: none">• there are few/no time delays• no significant unforeseen budget increases• project demonstrates relevance and understanding in areas similar to requirements• project demonstrates similar goals, scope and outcomes as requirements• each resource's role and level of effort is similar or relevant to the	50

Bidder who would work on the project (i.e. resources). It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.



Req. ID	Point-Rated Requirements	Evaluation Criteria Scoring Method	Maximum Points Available
	<p>provided, including the methodology and/or tools used;</p> <p>6. dollar value of the project (and any unforeseen budget increases);</p> <p>7. name and role of each of the resources (i.e. people) involved in the provision of services;</p> <p>8. total "level of effort" for the duration of the project (expressed in hours and broken down per resource, for example, 800 hours; Project manager 100 hours, Senior Consultant 500 hours, Admin 200 hours); and</p> <p>9. demonstration of how project involved working nationally with Indigenous communities, and/or working with public sector organizations.</p> <p>Evaluators reserve the right to contact the named client project authority to verify the accuracy and veracity of the Bidder's project summaries.</p>	<p>requirements</p> <ul style="list-style-type: none">project demonstrates working nationally with Indigenous communities and/or public sector organizations (as described in mandatory requirements) <p>0-5 points: project summary partially meets the criteria, i.e.:</p> <ul style="list-style-type: none">the services were provided late, subject to budget increases, and demonstrated less (but still some) relevance and similarity with the requirementsAny of the required 9 details in the Project Summary are missing	
R2	<p>CVs: Bidders must include within their proposal at least three (3) detailed Curriculum Vitae (CV) for each proposed resource (i.e. each person named in the Bidder's proposal who would work on the project) to demonstrate the collective experience (i.e. 7 years' experience for each mandatory requirement).</p> <p>CVs must include:</p> <ul style="list-style-type: none">detailed descriptions of current and previous work experience (and timing indicated in years / months), demonstrating the successful delivery of services to public sector organizations, and experience working nationally with Indigenous communities (as described in mandatory requirements)educational / academic / professional designations or credentials[not required to go further back than fifteen (15) years] <p>Any projects named on CVs that also have associated Project Summaries must be titled</p>	<p>Only three (3) CVs will be evaluated, however there can be more submitted for information if more resources are proposed.</p> <p>Each CV will receive a maximum of 10 points.</p> <p>6-10 points: CV meets the criteria and is fully applicable and relevant as experience, i.e.:</p> <ul style="list-style-type: none">relevant / applicable experience working with public sector organizations in Canada (a combination of federal, provincial, territorial, Indigenous, and/or municipal governments)relevant / applicable experience producing reports that provide public policy advice and recommendations to policy-makersrelevant / applicable experience working nationally with Indigenous communities in Canada (on topics related to clean growth or climate change)relevant / applicable experience developing, implementing and documenting national-level	30



Req. ID	Point-Rated Requirements	Evaluation Criteria Scoring Method	Maximum Points Available
	<p>exactly the same as in their associated Project Summary.</p> <p>Years need to be clearly identified. CVs must demonstrate at least seven (7) years of experience within the last ten (10) years for each mandatory requirement, collectively by the Bidder.</p>	<p>engagement plans</p> <ul style="list-style-type: none">educational / academic / professional designations or credentials are sufficient to demonstrate expertise and ability to complete the project. <p>0-5 points: CV partially meets the above criteria and is partially applicable (less relevant) as experience.</p>	
Total points available:			80
Total points needed to be considered compliant (60%):			48

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.X COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix "2" - Financial Proposal Form).

DESCRIPTION	FIRM UNIT COST OR FIRM HOURLY RATE	QUANTITY OR LEVEL OF EFFORT	COST \$
			\$ _____
			\$ _____
Total			\$ _____



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 proposed amounts for each step according to the indicated percentages:

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	Preliminary Project Plan and overview of research/literature. 25% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #1 and #2 as identified in the statement of work at Annex "A".	\$ _____
2	Report outline and report first draft. 25% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #3 and #4 as identified in the statement of work at Annex "A".	\$ _____
3	Report second draft. 25% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #5 as identified in the statement of work at Annex "A".	
4	Presentation and final report. 25% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #6 and #7 as identified in the statement of work at Annex "A".	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____