

Invitation to Qualify
On a source list of suppliers to provide Canada with
operational data of smart and renewable energy systems

PART A - GENERAL INFORMATION

1.1 Introduction

The Invitation to Qualify is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Instructions to Respondents: provides the instructions applicable to the clauses and conditions applicable to the ITQ phase;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Selection of Qualified Respondents: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the response and the basis of selecting the Qualified Respondents;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and

PART B

- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

Pursuant to Canadian Free Trade Agreement, the National Research Council Canada (NRC) intends to develop a list of qualified suppliers to support smart and renewable energy systems by collecting raw data from industry in accordance with the scope of work attached at Annex "A".

The purpose of this project is to gather data from industry for research purposes, Canada will use the data collected from industry to research and validate energy system related models, publish aggregated results in government reports and in open literature, generate scientifically proven and region-specific case studies.

The NRC anticipates awarding Multiple Standing Offers as a result of the prequalification process for various smart and renewable energy systems. These Standing Offers are for services that are on and as required basis only, NRC does not guarantee that a Standing Offer will be issued as a result of the pre-qualification process. A Standing Offer will only come into effect with the issuance of a valid Call up to the Standing Offer.

NRC reserves the right to solicit proposals to any of the successful bidders on and as a required basis regardless of rank or price. The NRC reserves the right to negotiate any aspect of the Standing Offer with any of the bidders once the bidder has qualified and past the evaluated criteria. This requirement is limited to Canadian "Services, the Canadian Content Policy applies and competition is solely limited to bids offering data from Canadian energy systems.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#) (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by email to Johnathon.Gillis@nrc-cnrc.gc.ca, by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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.
- (e) "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.
- (f) "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
- (c) 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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation.

All enquiries must be submitted in writing to the Contracting Authority no later than five 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.

2.5 Applicable Laws

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

2.6 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 ten days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits electronically to the Contracting Authority and in accordance with section 08 of the [2003](#) standard instructions.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Prices must appear in the financial bid only.

No prices must be indicated in any other section of the bid

Section I: Technical Bid

Bidders must provide Technical substantiation to address each Mandatory Technical criterion as indicated in Annex A – Section 2.1 and complete the "Data Requested Excel Sheet". The Data Sheet contains an assortment of 11 Smart and Renewable Energy Systems to the following categories:

Categories	Data Requested Excel Sheet
1. Generator	 Data Request_20211028-ε
2. Photovoltaic module	
3. Wind turbine	
4. Energy Storage System	
5. Local electric load	
6. Hydroelectric Power	
7. River Hydrokinetic Energy	
8. Marine Tidal Energy	
9. Electric Vehicle Charger	
10. Electric Water Heater	
11. Baseboard Heater Thermostat	

Example:

Bidders are requested to complete each category using the provided excel sheet where data services could be offered to the NRC by using an “X” in the columns provided.

Bidders are requested to review and respond to each category using the tabs where data services could be offered by the bidder. NRC has pre-filled the description, identifier, unit of measure, data type, Sourcing of Data, Sampling, access delay and completeness. Bidders should only respond to the categories where services can be provided by the bidder.

Section II: Financial Bid

Bidders must submit their financial bid by providing their Standard Hourly Rates to conduct the scope of work and their Hourly Rate for Maintenance. Bidders must complete the Pricing Table in Annex “B”.

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 technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory and point rated technical evaluation criteria are included in Annex “A” Section 2.1.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.

4.2 Basis of Selection

The NRC anticipates awarding Multiple Contracts or Standing Offers as a result of the prequalification process for various energy systems. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The NRC reserves the right to solicit request for quotations to systems that, at time of application review, are under-represented within the data already acquired by the government of Canada, in order to maintain a diversity representing the technology and their geographic location used across Canada including but not limited to Aboriginal Businesses, Inuit and Metis and in NRC's opinion under represented renewable energy systems.

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, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2.2 Set-aside for Aboriginal Business

1. This procurement may include set asides under the federal government Procurement Strategy for Indigenous Business

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.

3. The Bidder must check the applicable box below:

- i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 - ii. OR
 - ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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.

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/canada/esdc-labour) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.1.2 CALL UP

1. The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Call up to Standing Offer. The Work described in the TA must be in accordance with the scope of the Contract.

6.1.2.1 Call up Process

1. The Contracting Authority will provide the Contractor with a description of the task using Call ups Form 769.
2. The Call ups will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Call up will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Contracting Authority within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until an authorized Call up has been issued by the Contracting Authority and has been received by the Contractor. The Contractor acknowledges that any work performed before a Call up has been received will be done at the Contractor's own risk.

6.1.2.2 Call up Limits

The Technical Authority may authorize individual Call ups to a limit of \$10,000.00 plus Applicable Taxes included, inclusive of any revisions. These services are to be completed in accordance with the Standing Offer and paid by the Technical Authority using a credit card. Call ups in excess of \$10,000.00 will be issued by the Contracting Authority.

6.1.2.4 Periodic Usage Reports - Contracts with Call ups

1. If requested by the Contracting Authority, the Contractor must compile and maintain records on its provision of services to the federal government under authorized Call ups issued under the Contract.
2. The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
3. The data must be submitted on an annual basis to the Contracting Authority.
4. The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized Call ups must be kept for each contract. This record must contain (contracting authority to edit the text as applicable):

For each authorized call up:

1. the authorized call up number(s);
2. a title or a brief description of each call up;
3. the total estimated cost specified in the authorized Call up, exclusive of Applicable Taxes;
4. the total amount, exclusive of Applicable Taxes, expended to date against each authorized call up;
5. the start and completion date for each authorized call up; and
6. the active status of each authorized call ups, as applicable.
7. For all authorized call ups:
8. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as
9. Canada's total liability to the contractor for all authorized Call ups; and
10. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Call ups.

6.2 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.

6.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

[4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information:

01 Interpretation;

02 Records and Disclosure of Foreground Information;

03 Ownership of Intellectual Property Rights in Foreground Information;

04 Licenses to Intellectual Property Rights in Foreground and Background Information;

05 Contractor's Right to Grant Licenses;

06 Waiver of Moral Rights;

07 License to Intellectual Property Rights in Canada's Information;

08 Transfer or License of Contractor's Rights;

09 Transfer of Intellectual Property Rights upon Termination of the Contract for Default;

10 Products Created Using the Foreground Information

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

The Work is to be performed over a three-years period. The three year period will begin upon contract issuance and the Contractors acceptance Canada's Procurement Contract including all terms and conditions as prescribed by Canada.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional One year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Johnathon Gillis
Title: Contracting Authority
National Research Council Canada
Directorate: Special Projects
Address: 1200 Montreal Road, Building M58, Ottawa Ontario K1A 0R6
Telephone: 343-552-4124
E-mail address: Johnathon.Gillis@nrc-cnrc.gc.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.

6.5.2 Technical Authority (to be provided to the Contract at Contract Award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.5.3 Contractor's Representative (to be completed by the bidder)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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.
- (e) "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.
- (f) "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.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized call up, in accordance with the terms and conditions of the contract.

Canada's liability to the Contractor under the authorized call up must not exceed the limitation of expenditure specified in the authorized call up.

No increase in the liability of Canada or in the price of the Work specified in the authorized call up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

6.7.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

The invoice must be sent electronically to NRC.Invoice-Facture.CNRC@nrc-cnrc.gc.ca

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#)

6.10 Applicable Laws

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

6.11 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 supplemental general conditions 4006;

- (c) the general conditions 2035;
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*)

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF WORK

The National Research Council Canada is soliciting a source list through an Invitation to qualify process for the supply of operational data from smart and renewable energy systems in accordance with the following:

Canada has the goal to develop a national database of performance data of energy system that uses established renewables, emerging, and/or grid modernization technologies. This database will be used to:

1. Identify design and implementation challenges within Canadian and regional contexts, based on project experiences and/or data based on its availability and interaction with project proponents;
2. Assess overall cost-benefits by case studies and analysis relative to incumbent technologies and non-wires alternatives where possible, including:
 - Large scale deployment grid impact;
 - Potential electrical grid services and value;
 - The decrease Green House Gases;
 - Capacity deferment and infrastructure savings;
 - Supporting infrastructure/systems requirements (e.g., new communications needs);
 - Reliability and resiliency changes; and
 - Level the cost of energy and/or cost effectiveness.
3. Identify technological and regulatory barriers to deployment, including those related to deployment of grid services;
4. Identify focus areas/ideas for further R&D to drive innovation;
5. Identify key infrastructure investment areas to achieve grid modernization and net-zero objectives;
6. Estimate regional technology deployment capacity;
7. Canada's intent is to collect operational data of energy systems installed in Canada using established renewable, emerging, and/or grid modernization technologies. The collected data will be aggregated into practical information that addresses the technical and economic questions of a broader set of stakeholders including policy makers, regulators, industry, investors, and the general public. This will be achieved by systematically aggregating and anonymizing energy system data, developing appropriate analysis tools and techniques, and generating detailed technical reports that provide actionable information.
8. Successful Bidders will be invited to join an advisory committee on data analytics of energy systems.

Annex “A” - Mandatory Technical Requirements

Term	Glossary
Historical data	Historical data refers to time-series based data generated by analogic and digital sensors and actuators, for example: power meter, anemometer...
Contextual data	Contextual data refers to data and information related to the energy system, the devices, and their operation, for example: device specifications, operating settings, event logs...
Device	Device refers to the following single or aggregated energy device(s): point of common coupling, fossil fuel generator, photovoltaic module, wind turbine, energy storage system, local electric load, hydroelectric dam, river hydrokinetic generator, marine tidal generator, electric vehicle chargers, electric water heater, baseboard electric heater thermostat.
Parameter	Parameter refers to historical or contextual data relevant to a particular device. A list of parameters is provided in the attached data request document. A checkmark indicates that the parameter is relevant to the devices listed as columns.

Item number	Requirement	The Bidder must initial that the terms and conditions as prescribed by Canada governs all applicable call ups.
1	<p>Bidders must have the right to share the data with the Government of Canada in accordance with supplemental terms and conditions as indicated below.</p> <p>Supplemental Terms and Conditions as indicated below applies to all call ups issued by the NRC. To review the terms and conditions use the link provided below (hold control and left click to access the hyperlinks)</p> <p>4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information:</p> <p>01 Interpretation; 02 Records and Disclosure of Foreground Information; 03 Ownership of Intellectual Property Rights in Foreground Information; 04 Licenses to Intellectual Property Rights in Foreground and Background Information; 05 Contractor's Right to Grant Licenses; 06 Waiver of Moral Rights; 07 License to Intellectual Property Rights in Canada's Information; 08 Transfer or License of Contractor's Rights; 09 Transfer of Intellectual Property Rights upon Termination of the Contract for Default; 10 Products Created Using the Foreground Information</p>	

<p>2</p>	<p>At the time of quote, the Contractor must provide contextual and historical data of an energy systems using an Internet-based secure file transfer process in compliance with the data transfer guideline attached at Annex "C".</p>	<hr/>
<p>3</p>	<p>The energy system must be located in Canada and provide benefits to the Canadian electricity/energy systems</p>	<hr/>
<p>4</p>	<p>The bidder agrees to provide contextual data including the main component specifications and configurations including a single line diagram of the system.</p>	<hr/>
<p>5</p>	<p>The historical data must include the metering data, the operational settings, and relevant operational conditions such as wind speed, solar irradiance as well as the respective event logs of each main system component.</p>	<hr/>
<p>6</p>	<p>The energy system must include at least one of the following component:</p> <ol style="list-style-type: none"> 1. Wind turbine 2. Photovoltaic module 3. Hydroelectric generator 4. River hydrokinetic generator 5. Marine tidal generator 6. Geothermal 7. Energy Storage System 8. Controllable Demand (Thermal, EV) 	<hr/>
<p>7</p>	<p>The Bidder must be the owner or the data or be granted explicit authorization from the owner of data to disseminate the data to NRC for research purposes in accordance with the terms and conditions of the Standing Offer and Call-ups. The Bidder agrees that any call up issued by Canada shall not infringe on any intellectual property established by industry.</p>	<hr/>
<p>8</p>	<p>The energy system must have a minimum combined electrical generation capacity of 500 kW, or combined electrical storage capacity of 250 kW, or combined thermal</p>	<hr/>

	generation capacity of 5 TJ/year, or a minimum grid-controlled demand capacity of 50 kW.	
9	A preference will be given to offers with the lowest cost.	<hr/>

Annex A - Point Rated Evaluation criteria

Item number	Requirement	Score
E1	The historical data shall cover a temporal range of 1 to 7 years.	a) 1 point per year
E2	The historical data shall have a temporal resolution of 1 hour or less.	a) 1 sec – 1 min: 10 points b) 1 min – 15 min : 5 points c) 15 min – 1 hour : 1 point
E3	The ratio of data to error or missing data shall be greater than 75% of the whole historical data per year.	a) 99% (< 3.5 days of missing data / year) : 15 points b) 96% (< 14 days of missing data / year) : 10 points c) 92% (< 30 days of missing data / year) : 5 points d) 75% (< 90 days of missing data / year) : 1 point
E4	The historical data provided shall match as closely as possible the requested historical data listed in the attached data request document.	a) 0.1 point per parameter. b) 0.01 point per parameter on subsequent devices of the same type.
E5	A preference would be given to systems that, at time of application review, are under-represented within the data already acquired by the government of Canada, in an effort to maintain a diversity of systems representative of the technologies and their geographic locations.	a) 20 points for a representative system location b) 20 points for a representative technology

ANNEX “B” - BASIS OF PAYMENT

Initial Requirement:

No	Description of Services	Hourly Rates Year 1	Hourly Rates Year 2	Hourly Rates Year 3
1	Point of Common Coupling	\$	\$	\$
2	Generator	\$	\$	\$
3	Photovoltaic module	\$	\$	\$
4	Wind turbine	\$	\$	\$
5	Energy Storage System	\$	\$	\$
6	Local electric load	\$	\$	\$
7	Hydroelectric Power	\$	\$	\$
8	River Hydrokinetic Energy	\$	\$	\$
9	Marine Tidal Energy	\$	\$	\$
10	Electric Vehicle Charger	\$	\$	\$
11	Electric Water Heater	\$	\$	\$
12	Baseboard Heater Thermostat	\$	\$	\$

Maintenance:

No	Description of Services	Hourly Rates Year 1	Hourly Rates Year 2	Hourly Rates Year 3
1	Point of Common Coupling	\$	\$	\$
2	Generator	\$	\$	\$
3	Photovoltaic module	\$	\$	\$
4	Wind turbine	\$	\$	\$
5	Energy Storage System	\$	\$	\$
6	Local electric load	\$	\$	\$
7	Hydroelectric Power	\$	\$	\$
8	River Hydrokinetic Energy	\$	\$	\$
9	Marine Tidal Energy	\$	\$	\$
10	Electric Vehicle Charger	\$	\$	\$
11	Electric Water Heater	\$	\$	\$
12	Baseboard Heater Thermostat	\$	\$	\$

Option Years (4-7) Maintenance:

No	Description of Services	Hourly Rates Year 4	Hourly Rates Year 5	Hourly Rates Year 6	Hourly Rates Year 7
1	Point of Common Coupling	\$	\$	\$	\$
2	Generator	\$	\$	\$	\$
3	Photovoltaic module	\$	\$	\$	\$
4	Wind turbine	\$	\$	\$	\$
5	Energy Storage System	\$	\$	\$	\$
6	Local electric load	\$	\$	\$	\$
7	Hydroelectric Power	\$	\$	\$	\$
8	River Hydrokinetic Energy	\$	\$	\$	\$
9	Marine Tidal Energy	\$	\$	\$	\$
10	Electric Vehicle Charger	\$	\$	\$	\$
11	Electric Water Heater	\$	\$	\$	\$
12	Baseboard Heater Thermostat	\$	\$	\$	\$



ANNEX D - Board of Directors

In accordance with, Integrity Provisions, Bidders are requested to provide a complete list of names of their companies Board of Directors with their bid.

Director Name - _____ Title: _____

Director Name - _____ Title: _____