



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions
- TPSGC**
11 LaurierSt./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Maintenance & Professional Consulting Services
Division (FK)
11 Laurier St./ 11, rue Laurier
3C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet FBI FEDERAL BUILDING INITIATIVE	
Solicitation No. - N° de l'invitation EP168-171881/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 20171881	Date 2017-06-01
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-290-72935	
File No. - N° de dossier fk290.EP168-171881	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-31	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghoumrassi, Hakim	Buyer Id - Id de l'acheteur fk290
Telephone No. - N° de téléphone (873) 469-4910 ()	FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This Amendment 001 is issued to insert Appendix A.

NO OTHER CHANGES APPLY.

DEFINITIONS

In this Contract, unless the context otherwise requires,

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Approval Period" means ten (10) Working Days from receipt of materials supplied by the ESCo, except for the Energy Audit Report which must be 30 Working Days.

"Assignee" means the entity to whom the ESCo assigns the payments which are payable to the ESCo by the Department pursuant to this Contract.

"Baseline Data" means the total monthly energy consumption for each utility at the Facility, calculated over a twelve (12) consecutive month period prior to the installation and commencement of operation of the Improvements.

"Comfort Conditions" means that the space temperature must be maintained between 21°C and 24°C. The relative humidity must be maintained between 25% in winter and 60% in summer. The amount of outside air must be as set out in the latest ASHRAE Standard, unless design compliance is impractical due to the pre-existing design limit of the building. The impact of outside air quantity and other operational parameters must not raise the carbon dioxide (CO₂) concentration by more than 450 ppm above the concentration outdoors and not over 850 ppm at any time when the workstations are occupied.

"Commencement Date" means the first day of the calendar month immediately following:

- a. Approval of the Notice of Completion of Measures; or
- b. The date determined pursuant to Annex "A", section 7.3.

whichever occurs first.

"Commissioning" means the testing and verification of equipment and systems for their actual performance relative to their design requirements and the documentation of the tests and results. For testing requirements reference must be made to PWGSC's Commissioning Manual.

"Completion of Measure" means the completion of ninety-five percent (95%) or more of a Measure in terms of its cost and installation.

"Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.

"Contract" means the written agreement between the Parties including the supplementary conditions, the general conditions, the annexes, and the appendices and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties from time to time

"Contractor" means an Energy Service Company (ESCo) with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

"Days" means continuous calendar days, including weekends and statutory public holidays;

"Demand" means the highest rate of energy consumption recorded during a utility meter-reading period.

"Department" means the federal Department of Public Works and Government Services.

"Departmental Balance" means the sum of the funds provided by Canada as early paydown payments plus interest charges on such payments. This balance must be reduced in accordance with GC 30.3.2

"Drawings":

"As-Built Drawings" means the drawings prepared by the ESCo to form an accurate record of the Improvements as built.

"Design Drawings" means the drawings prepared by the ESCo, showing the design developed for the approved Measures from the Energy Audit Report.

"Shop Drawings" means the drawings prepared by Subcontractors, manufacturers or others, illustrating their detailed interpretation of the Working Documents, and necessary for the fabrication and installation of the Improvements.

"Working Drawings" or "Working Documents" means the final design plans and specifications, for the approved design of Measures, in sufficient detail to construct the Measure. The Working Documents must include:

- Operating instructions, related to the installation and operation of the Improvements.
- A definition of the key performance parameters to be tested to verify that acceptable space conditions can be met.
- A description of any changes to the design capabilities of the space.
- Key text to be used by Canada in describing the Measure to Tenants.

"Employee" means a person with whom the ESCo has an employer/employee relationship.

"Energy" means a commodity supplied by a utility supplier or by Canada's Utilities Group or from any other source, including electricity, water, steam and chilled water.

"Energy Audit" means a thorough and professional examination and review of the existing energy systems which form part of the overall Work performed by the ESCo as part of this Contract.

"Energy Audit Report" (EAR) means the written report the contents of which are based on the findings of the Energy Audit, prepared and provided by the ESCo, which must include, for each Measure, as a minimum:

- A description of the existing equipment, its condition, operating methods, its capability to provide the required service and any deficiencies.
- A description of the intent of the Measure, with design concept.
- An outline of any impact the Measure may have on space conditions, and any variances from established codes, regulations and standards.
- An outline of any expected change in the capacity of the existing equipment and systems.
- Budget costs for the Measure, showing fees, rebates, incentives, or subsidies expected.
- Expected lifetime of all new equipment and the impact on the lifetime of existing equipment.
- Any special warranty period for new equipment, and special service arrangements proposed.
- An outline of the effort expected of building staff in the process of implementing the Measure.
- Estimated savings by energy type.
- A method of proving the savings if not simply from the submeter readings.

- An estimated impact on non-energy operating costs, whether increasing or decreasing operating or maintenance costs.
- A clear statement of non-energy operating or maintenance costs savings.
- An outline of the implementation process and schedule, identifying locations where Work must be performed and the impact on normal building occupancy, including an estimated date for Completion of the Measure.
- An outline of any new operating or maintenance procedures required.
- An outline of any new skills required of operating and maintenance staff.
- Budget costs and detailed scope of Work to be provided in compliance with Annex "A", Section 4.4, consistent with the scope of Work outlined in the Proposal Brief.

"Energy Costs" means the cost for the energy or water consumption and demand of the Facility for a specified period of time but excludes late payment charges or any other charge that is unrelated to the actual energy consumption or demand.

"Energy Savings" means those savings described in Appendix "C".

"Energy Service Company (ESCO)" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under this Contract.

"Estimated Project Cost": means one of the following, as applicable:

- a. Upon the approval of the Energy Audit Report by Canada and prior to the start of Construction, the revised estimate of the Cost of Design Engineering and Cost of Construction for the acceptable Measures as shown in the ESCo's Energy Audit Report.
- b. During Construction of Accepted Measures, the non-incurred remaining costs of item above, and Bid prices must be used where available.

"Facility" means the Major General G.R. Pearkes Building, located at 101 Colonel By Drive in Ottawa, Ontario.

"Fees" means those set out in Appendix "B", Section 3.

"Financing Charges" means those described in Appendix "B", Section 4.

"Guaranteed Payback Period" means the number of consecutive months specified in the Energy Audit Report and agreed to between the Departmental Representative and the ESCo that are necessary to provide full compensation to the ESCo for the Work performed, in accordance with the terms of the Contract, and beginning at the Commencement Date.

"Guaranteed Performance Premium" means the amount charged by the ESCo to guarantee the measures detailed in the ESCo's approved Energy Audit Report.

"Improvements" means all the proposed energy saving retrofits contained in the approved Energy Audit Report(s), the implementation of which must result in Energy Savings or Net Energy Savings.

"Interest" must mean the following:

- a. "Nominal Interest Rate (NIR)" means applicable annual interest rate compounded annually.
- b. "Effective Interest Rate (EIR)" means an annual rate of interest equal to the monthly compounding of the Nominal Interest Rate.

- c. "Compounding Floating Interest Rate Premium" means the premium applicable during construction and prior to Milestone Securitisation. It must be identified by the ESCo in its Proposal and is added to the Bank Prime interest rate selected by the ESCo as published in the Globe and Mail. The date of publishing from which the specific Bank Prime interest rate is chosen must be within a week of the closing date for submission of the Proposal. The submission of the Energy Audit Report must also identify the Bank Prime interest rate published within the prior week. This rate must apply to funds expended by the ESCo during construction and prior to Milestone securitisation.
- d. "Financier Floating Interest Rate Premium" means the premium applicable after Milestone Securitisation. It must be identified by the ESCo in its proposal and is added to the Bank Prime interest rate selected by the ESCo as published in the Globe and Mail. The date of publishing from which the specific Bank Prime interest rate is chosen must be within a week of the closing date for submission of the Proposal. The submission of the Energy Audit Report must also identify the Bank of Canada interest rate published within the prior week. This rate must apply to funds advanced by a financier or Assignee other than the ESCo or the ESCo's normal source of line of credit for funds approved via Milestone Securitisation.
- e. "Fixed Interest Rate Premium" means the premium applicable if fixed rate financing is implemented. It must be identified by the ESCo in its Proposal and it is added to a 10 year fixed rate benchmark selected by the ESCo. The fixed rate benchmark must be based on average term financing for a 10 year financing term. The fixed rate benchmark must also include rates for terms shorter than 10 years. The ESCos must provide three years of historical data on the selected fixed rate benchmark. The date from which the fixed rate benchmark is chosen must be within a week of the closing date for submission of the Proposal. The submission of the Energy Audit Report must also identify the 10-year fixed rate benchmark applicable within the prior week.

"Lender" means the entity that provides short-term line of credit monies to the ESCo.

"Measure" means a discrete portion of the Improvements.

"Milestone Certificate" means a certificate as set out in Appendix "G", prepared by the ESCo, for the approval of Canada, and executed by Canada and the ESCo. The purpose of the certificate is to certify that the Energy Savings claimed by the ESCo are reasonable and justified.

"Milestone Securitisation" means that point in time when the ESCo receives its funds from the Assignee.

"Minister" means the Minister of Public Works & Government Services and includes a person acting for, or if the office is vacant, in the place of the Minister and also their successors in the office, or their lawful deputy.

"Net Energy Savings" means the Energy Savings adjusted by the predetermined sum of all incremental operating and maintenance costs changes incurred as a direct result of the installation of the Improvements.

"Notice of Completion" means a written document from the ESCo to Canada indicating that the Improvements are complete.

"Open Book" means that there must be full disclosure of costs charged by the ESCo, to the Project Balance and these costs must be subject to audit and approval by Canada.

"Outside Costs" means the costs for items shown in Appendix "B", Sections "1" and "2".

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them.

"Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to Section 5 of the Lobbyists Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

"Project Balance" means the outstanding balance of the Total Cost of Project less payments for Energy Savings and other payments by Canada which are intended to be applied to the Project Balance. It must comprise two components, one of which must consist of funds expended by the ESCo prior to Milestone Securitisation and the other must consist of those funds provided by the Assignee by means of Milestone Securitisation to the ESCo.

"Project Reserve" means 10% of the projected monthly energy savings not paid to the ESCo as set out in GC 28.1.1. This is paid out to the ESCo based on actual energy savings in accordance with GC 28.1.1.2. Incremental interest is added monthly to the Project Reserve in accordance with GC 28.1.1.1.

"Proposal" or "Proposal Brief" means the written proposal based on the preliminary findings of the ESCo submitted to PWGSC as a requirement of the Request for Proposal.

"The ESCo's Representative" means the employee of the ESCo who is designated by the ESCo as being in full charge of the ESCo's operations for the purpose of this Contract.

"Request for Proposal" (RFP) means the public document issued by Canada to solicit proposals from ESCos.

"Schedule of Energy Savings" means the monthly schedule set out in the most recently approved Milestone Certificate and is a forecast of Energy Savings arising from Measures which have been partially or fully completed. If Canada makes a paydown payment to the ESCo, this Schedule of Energy Savings must set out the allocation of Energy Savings between Canada and the ESCo.

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work and the derivatives of the word must be construed accordingly;

"Subcontractor" means any person or firm to whom the ESCo has subcontracted any part of the Work.

"Supplier" means any person or firm from whom the ESCo purchases in excess of \$1,000 of supplies, materials or goods used in any part of the Work.

"Summer" means the period between the months of April to September.

"Total Cost of Project" means the sum of the charges as outlined in Appendix "B".

"Tenant" means the occupant of the Facility and may include members of PWGSC and Global Affairs Canada, other federal Departments and private sector groups.

"Work" means the work required to be done, furnished and performed by the ESCo under this Contract and includes all services, matters and things required to be done, furnished and performed for the full execution and completion of the project.

"Working Days" means Monday to Friday except statutory holidays.

"Working Hours" means the normally occupied hours within the building, for which the referenced environmental conditions must be maintained.

"Winter" means the period between the months of October to March.

LIST OF ACRONYMS

- 1) ASHRAE American Society for Heating, Refrigerating, and Air Conditioning Engineers
- 2) DDC Direct Digital Control
- 3) EAR Energy Audit Report
- 4) EMCS Energy Monitoring Control System
- 5) EPCs Energy Performance Contracts
- 6) ESCo Energy Service Company
- 7) GPP Guaranteed Payback Period
- 8) MD Mechanical Division
- 9) MSDS Material Safety Data Sheets
- 10) PCBs PolyChlorinatedBiphenols
- 11) PPM Parts per Million
- 12) PWGSC Public Works & Government Services Canada
- 13) RFP Request for Proposal
- 14) WHMIS Workplace Hazardous Materials Information System
- 15) MD 15000 Mechanical Environmental Standard for Federal Office Buildings