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Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
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Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Standing Offer for Building Energy Consulting, Monitoring Services & Renewable Energy Project Design		Date June 5, 2017
Solicitation No. – N° de l'invitation F5211-170009		
Client Reference No. - No. de référence du client F1950-163015		
Solicitation Closes – L'invitation prend fin At / à : 2:00 P.M. ADT (Atlantic Daylight Time) On / le : Tuesday July 18, 2017		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Cathi Harris, A/Team Lead – Contracting Services, Procurement Hub - Fredericton Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

REQUEST FOR STANDING OFFER (RFSO)

F5211-170009

Standing Offer for Building Energy Consulting,
Monitoring Services & Renewable Energy
Project Design

FISHERIES AND OCEANS CANADA

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror's Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1

TITLE: Standing Offer for Building Energy Consulting, Monitoring Services & Renewable Energy Project Design

OBJECTIVES OF THE REQUIREMENT

The purpose of this request is to solicit proposals for standing offers for companies with the ability to provide **technical and project professional services related to detailed energy studies/assessment of DFO facilities, monitoring/analysis of energy data and renewable energy project design & development professional services**. The successful proponents are required to have significant experience in building energy data analysis and the assessment of energy-consuming equipment, appliances, systems and components thereof. Further experience in terms of: process energy analysis/process optimization, fish rearing practices and efficient rearing strategies and small scale renewable energy generation would be of benefit, along with first-hand knowledge of sustainable/renewable energy project design & development.

As well, the successful proponents are required to have significant experience in the federal framework. Proponents will be available to help DFO staff to prepare, develop and implement energy conservation/management measures or parts thereof on an as needed basis.

BACKGROUND

Past and upcoming projects involving energy consulting include the following:

- Utility monitoring and reporting at minimum 43 sites across DFO Pacific
- BC Hydro and /or FORTISBC Energy Studies at 15 sites in the past 3 years
- Sub-metered energy and water data collection, compilation, analysis & reporting
- Analysis & design of micro generation opportunity
- Fish hatchery facility assessments and recommendations (looking at water reuse and recirculation technologies)

The services involved in these and other projects would include: site inspections, condition assessments, energy related assessments, energy conservation measures identification and analysis, design specifications and design development of energy consuming systems including renewable energy options. Project deliverables would include but not limited to: ASHRAE II detailed energy audits with recommendations, engineering drawings, reports, detailed utility data analysis and reporting, energy savings calculations and local utility conservation programs' applications.

This standing offer is designed to provide external engineering resources to assist with the update, upgrade and maintenance of the infrastructure components listed above, on an as needed basis. For field equipment, certain items cannot be charged as separate line items because it is assumed that these costs are covered in the hourly rate.

The purpose of this request for proposal is to obtain a list of qualified companies that can perform these activities to meet the specific needs of DFO.

PERIOD OF CONTRACT

The period for placing call-ups against any resulting Standing Offer will be a maximum of three (3) years from the date a Standing Offer is authorized by DFO. The Standing Offer will initially be awarded for a one year period and may be extended for two more years. Call-ups will not be made for services beyond the three year period.

ESTIMATED VALUE

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$500,000.00, GST/HST included for the entire period totalling all standing offers issued including option years.

The number of Standing Offers issued under this RFP shall be up to 5, the value of each to be determined at award.

SECURITY

There is no security requirement for this contract.

SELECTION METHOD

The basis of selection is Highest Compliant Combined Rating of Technical Merit and Price.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 1.2.3 The Request for Standing Offers (RFSO) is to establish Regional Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to DFO by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

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

By providing this information, 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Signature

Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **10** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy **OR** 1 soft copy in PDF format);

Section II: Financial Offer (1 hard copy **OR** 1 soft copy in PDF format);

Section III: Certifications (1 hard copy **OR** 1 soft copy in PDF format).

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 of the Request for Standing Offers, to identify which ones are accepted.

If Annex "1" to Part 3 of the Request for Standing Offers is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Attached at Annex 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Attached at Annex 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection – 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 of 191 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 255 points.
2. Bids not meeting (a) or (b) or (c) 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 prorated 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.

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 equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	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	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.16	73.14	77.70
Overall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no Security Requirements for this RFSO.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

In accordance with the Statement of Work at Annex "A"

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 August 2017 to 31 July 2018.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one year periods, from 1 August 2018 to 31 July 2019, and from 1 August 2019 to 31 July 2020 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cathi Harris
Title: A/Team Lead, Contracting Services
Fisheries and Oceans Canada
Directorate: Procurement Hub - Fredericton
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-452-3639
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: **(to be provided upon standing offer award)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: **(to be provided upon standing offer award)**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____.

7.8 Call-up Procedures

Call ups will be issued on a rotational basis amongst the standing offer holders.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form DFO Purchase Order.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **(to be provided upon standing offer award)** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2015-09-03), General Conditions – Professional Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.13.2 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28) Status of Availability of Resources – Standing Offer

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The work will be performed in accordance with the call ups against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Contractor will be paid an amount not to exceed \$ _____ (*insert amount at contract award*). Customs duties are _____ included and Applicable Taxes are extra

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.5.4 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30), T1204-Direct Request by Customer Department
SACC Manual Clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

7.5.5 Electronic Payment of Invoices – Call-up

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International).

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract.
3. Invoices must be distributed as follows:
The original copy must be forwarded to dfoinvoicing-mpofacturation@dfo-mpo.gc.ca for certification and payment.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

REGIONAL STANDING OFFER

FOR

Building Energy Consulting, Monitoring Services & Renewable Energy Project Design Professional Services

1.0 Scope

1.1 Title

Request for a Regional Standing Offer to provide Building Energy Consulting, Monitoring Services & Renewable Energy Project Design Professional Services on an as-and-when requested basis on behalf of the Department of Fisheries and Oceans Canada (DFO).

1.2 Introduction

The properties managed by RPSS include light stations, small craft harbors, hatcheries, laboratories, search & rescue stations, Canadian Coast Guard bases and various other facilities and sites. The department has internal resources that conduct site energy assessments and energy conservation project management. Due to the large number of sites and energy conservation measures to be implemented, additional outside expertise is often required.

Within DFO, the Regional Office of Environmental Coordination (ROEC) operates within Real Property, Safety & Security (RPSS) branch in the Pacific Region; this group constructs, maintains and updates facilities such as salmon hatcheries, stock assessment camps, dam structures and Conservation and Protection (C&P) camps, along with numerous laboratories and major science facilities; as well, RPSS is responsible to the Canadian Coast Guard for the maintenance and construction of numerous facilities throughout the Pacific region.

DFO owns and operates thirty-nine fish hatcheries and more than twelve stock assessment camps in British Columbia and the Yukon. A continuing goal of DFO is to maintain and update the fish rearing infrastructure at these facilities in a way that will increase the efficiency of the rearing process in an environmentally responsible way. Also, the RPSS group is responsible for personnel working spaces at these facilities which include the entire infrastructure related to providing safe, optimized work environments. These environments include office spaces, washroom facilities, wet and dry laboratories, residences, and workshops.

The RPSS group requires services related to energy assessments of its facilities including the ongoing monitoring of energy/utility use; the relevant facilities are a mix of non-standard light industrial, laboratory and office space as well as fish hatcheries,

light stations. Tasks may involve energy studies (consistent with the requirements set out by the BC Hydro Power Smart 'Energy Study' scope and/or the FORTISBC 'Energy Study' scope), process energy analysis (for example a study of fish rearing at the hatcheries in terms of energy efficiency), utility monitoring and analysis, and technical project design management services related to implementation of energy conservation measures (ECM) recommended in the 'Energy Study(s)'. In addition, professional services relating to the engineering design & development of ECM's and renewable energy installations including but not limited to solar, wind, tidal and micro-hydrogeneration.

1.3 Estimated Value

Limitation of Expenditure

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$500,000 HST/GST included for the entire period totaling all standing offers issued including option years unless otherwise authorized in writing by this Department. The Offeror shall not be obliged to perform any work or provide any services which would cause the total liability of Her Majesty to exceed the sum, unless an increase is so authorized. The maximum amount of an individual call up will be \$40,000 dollars including taxes and travel and living expenses. Note that the Standing Offer is not a commitment to spend the full amount.

The number of Standing Offers issued under this RFP shall be up to 5, the value of each to be determined at award.

1.4 Standing Offer Selection – Proportional Basis

Call ups will be issued on a proportional basis, from the highest rank to the lowest ranking. The proportional ranking shall be: 50% to the highest ranked, 40% to the 2nd highest, 30% to the 3rd highest, 20% to the second highest and 10% to the lowest ranked. The proportions will be adjusted accordingly if there are fewer than 5 standing offers awarded.

1.5 Objectives of the Requirement

The purpose of this request is to solicit proposals for standing offers for companies with the ability to provide **technical and project professional services related to detailed energy studies/assessment of DFO facilities, monitoring/analysis of energy data and renewable energy project design & development professional services**. The successful proponents are required to have significant experience in building energy data analysis and the assessment of energy-consuming equipment, appliances, systems and components thereof. Further experience in terms of: process energy analysis/process optimization, fish rearing practices and efficient rearing

strategies and small scale renewable energy generation would be of benefit, along with first-hand knowledge of sustainable/renewable energy project design & development.

As well, the successful proponents are required to have significant experience in the federal framework. Proponents will be available to help DFO staff to prepare, develop and implement energy conservation/management measures or parts thereof on an as needed basis.

1.6 Background, Assumptions and Specific Scope of the Requirement

Past and upcoming projects involving energy consulting include the following:

- Utility monitoring and reporting at minimum 43 sites across DFO Pacific
- BC Hydro and /or FORTISBC Energy Studies at 15 sites in the past 3 years
- Sub-metered energy and water data collection, compilation, analysis & reporting
- Analysis & design of micro generation opportunity
- Fish hatchery facility assessments and recommendations (looking at water reuse and recirculation technologies)

The services involved in these and other projects would include: site inspections, condition assessments, energy related assessments, energy conservation measures identification and analysis, design specifications and design development of energy consuming systems including renewable energy options. Project deliverables would include but not limited to: ASHRAE II detailed energy audits with recommendations, engineering drawings, reports, detailed utility data analysis and reporting, energy savings calculations and local utility conservation programs' applications.

This standing offer is designed to provide external engineering resources to assist with the update, upgrade and maintenance of the infrastructure components listed above, on an as needed basis. For field equipment, certain items cannot be charged as separate line items because it is assumed that these costs are covered in the hourly rate.

The purpose of this request for proposal is to obtain a list of qualified companies that can perform these activities to meet the specific needs of DFO.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The general scope of work for energy assessment projects will consist of the following tasks (Note: this may be modified based on site specific project scope):

1. Review of existing utility data and recommendations for additional data collection. A review of available data and reports from previous activities at the site will be undertaken.

2. Site visit and data collection. A site visit will be conducted to ensure an understanding of physical site-specific conditions. This will meet ASHRAE Level 2 Energy Study minimum standards and any/all proposed local utilities' energy conservation program requirements.

3. Report preparation. A comprehensive report will be prepared documenting input data, methods and results, and should be self-contained (i.e., contain all relevant supporting data and document all assumptions). The report should contain all required information as outlined in the DFO guidance and should clearly describe any aspects that deviated from the referenced protocols and guidance documents. The report should contain recommendations with respect to energy conservation measures recommendations and/or risk management as relates to infrastructure conditions.

Specifically, the report should include:

- Executive summary
- Introduction
- Description of property/site (including summary of site investigations and e n e r g y d a t a)
- Comprehensive technical review including energy savings analysis of each energy conservation measure (ECM) with photographs
- ECM's with business case analysis and calculations
- Conclusion and Discussion
- Recommendations
- References

The report should include a summary of site conditions, and sufficient documentation for all assumptions and calculations to enable an independent technical review. The final report will address all comments provided during the Project Authority's review of the draft. The draft report shall be submitted in editable digital format (MS-Word or WordPerfect and Excel spreadsheets).

2.2 Method and Source of Acceptance

Final reports produced under each call up will be deemed complete upon review and acceptance by the Departmental Representative.

2.3 Reporting Requirements

Due to the large portfolio of sites and the need to manage these sites over a long period of time, detailed terms of reference are required for all reports submitted unless otherwise specified by DFO on a per site basis. These terms of reference may change at any time and will be provided at the time a call-up is issued.

2.4 Project Management Control Procedures

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Any deliverables that do not meet the terms and specifications as outlined in the conditions of the contract (e.g., Work Plan or Terms of Reference) will not be considered final.

Professional fees must be invoiced at the hourly rate quoted for DFO Regional Standing Offer for “Building Energy Consulting, Monitoring Services & Renewable Energy Project Design Professional Services”.

The individual identified in the proposal as the Project Manager or Energy Auditor shall work with the Departmental representative to ensure that the figures and tables are received within 4 weeks of field work completion.

All final reports must be received no later than March 31 of that fiscal year (note: a fiscal year runs from April 1st to March 31st of the next year) unless otherwise specified in the call-up.

A minimum of monthly updates on progress reports should be submitted by the Project Manager to the Departmental Representative.

2.5 Change Management Procedures

A request for a change in scope of the call-ups can be initiated by the Departmental Representative based on field conditions or other situations such as custodian requirements. Both parties must agree on the scope change and have a record of both parties agreement. In the event the scope change requires a budget change, an amending call-up will be actioned by the Departmental Representative.

Changes in scope, financial limitation, period of time, named resources, terms and conditions to the Standing Offer agreement(s) must be authorized in writing by the Contracting Authority.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Standing Offer Authority / Contracting Authority for this Standing Offer is:

Cathi Harris
A/Team Lead – Contracting
Fisheries and Oceans Canada
Procurement Hub – Fredericton
301 Bishop Drive
1st Floor
Fredericton, NB
E3C 2M6
Tel. 506-452-3639
Email: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, (s)he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

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

The Departmental Representative/ Project Authority for this Standing Offer is:

(to be provided upon standing offer award)

The Departmental Representative is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Departmental Representative; however, the Departmental Representative 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 Standing Offer amendment issued by the Contracting Authority.

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting call-up.

3.1 Communications/Meetings

A kick-off meeting will be held upon each call-up award, in a manner and venue (e.g., face-to-face, teleconference) to be determined by the project authority. Travel costs for meetings, if necessary, will be negotiated as separate scope/cost items and should not be included in this proposal.

Progress meetings will be held upon submission of the problem formulation report and the draft report to discuss the direction of the project and the findings.

The contractor shall remain in regular contact with the project authority either by telephone or e-mail to ensure that the project is progressing according to schedule and that any required information is made available.

3.2 DFO Obligations

DFO Departmental Representative will

- Allow and coordinate access to facilities and transportation with CCG (the Canadian Coast Guard) if required
- access to a staff member who will be available to coordinate activities including DFO health and Safety requirements
- provide comments on draft reports within five working days
- provide other assistance or support.

3.3 Contractor's Obligations

Title to the equipment/furnishings charged against this Standing Offer shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

List of Excluded Equipment Rental and Subcontractor Markup Costs

In the process of conducting work on behalf of DFO several items are not permitted to be billed as separate line items in invoices but are required to be included in the hourly rate of professional staff. Other items not listed in Table D-1 are to be determined on a project specific basis and will be negotiated when an individual call-up against the standing offer is issued.

Note that with respect to purchases of goods, the Departmental limitation per call up is \$25k.

Costs to be included in hourly rate of professional staff:

- Cell Phone
- Digital Camera
- Energy monitoring & measuring implements
- Gloves
- First Aid Kit and Supplies
- Computer software or hardware (e.g., removable hard drives)
- Training (unless agreed to on a specific basis)

When it is necessary for the consultant to subcontract for a service, the markup charged by the consultant cannot exceed 2.5%. DFO will pay invoices net 30 days from when we receive the correctly formatted invoice covering the subcontractors. All subcontractors must be identified to the Project Authority. Subcontractors known at time of standing offer award are to be identified on the List of Proposed Subcontractors.

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Any deliverables that do not meet the terms and specifications as outlined in the conditions of the Standing Offer (e.g., Work Plan or Terms of Reference) will not be considered final.

Professional fees must be invoiced at the hourly rate quoted for DFO Regional Standing Offer for "Building Energy Consulting and Monitoring Services".

3.4 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

DFO will provide at least three weeks' notice to the consultants of any field visits or other fixed commitments for personnel listed in this standing offer. If DFO cannot provide four weeks advance notice of the requirement for personnel specified on the consultants proposal, then DFO and the consultant may agree on a mutually suitable date. As a last resort DFO may consider alternate personnel proposed by the consultant for that specific project; however, this must be approved prior to the issuing of a call-up against the standing offer. Consultants who use the personnel

named on the standing offer agreement will always be given priority for standing offer call-ups.

3.5 Language of Work

The language of work will be in English.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The period for placing call-ups against any resulting Standing Offer will be a maximum of three (3) years from the date a Standing Offer is authorized by DFO. The Standing Offer will initially be awarded for a one year period and may be extended for two more years. Call-ups will not be made for services beyond the three year period. A maximum of five companies will be accepted on the Standing Offer.

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Each individual call-up will specify the deliverable date and specific scope of work.

1.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Listed below are the minimum milestones to be included in the proposal for each individual call-up.

- [date] – project kickoff meeting.
- [date] – all relevant reports and data to be forwarded to contractor.
- [date] – format and schedule for draft energy conservation measures report to be submitted to ROEC for review.
- [date] – draft report to be submitted to ROEC for review.
- [date] – comments on the draft report to be forwarded to the contractor.
- [date] – final report to be submitted to ROEC.

5.0 Required Resources or Types of Roles to Be Performed

Technical Proposal

The personnel submitted on this proposal must be available for work in 2017-2018 and up to 2019-2020 in the event the standing offer is renewed for its two optional years. In the event any of the key personnel listed in the proposal are no longer employed at the company that was awarded the standing offer, the company must submit in writing to the contracting authority replacement personnel within 3 months of the key personnel leaving. The replacement personnel will be evaluated using the same technical criteria. In the event a suitable replacement is not identified for that company a new call-up may not be issued for that particular service until appropriate replacement personnel are identified.

For auxiliary personnel, replacement personnel are to meet the minimum requirements as set out in the proposal and pass technical evaluation; billing rates remain the same.

It is DFO's preference to have separate individuals in each of the positions so that firms can maintain a high level of capacity.

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

6.2 Relevant Terms, Acronyms and Glossaries

ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
BC	British Columbia
CCG	Canadian Coast Guard
ECM	Energy Conservation Measure
CSA	Canadian Standards Association
DFO	Fisheries and Oceans Canada
HVAC	Heating Ventilation Air Conditioning
ROEC	Regional Office of Environmental Coordination
RPSS	Real Property Safety and Security

ANNEX "B"

BASIS OF PAYMENT

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

Initial Period: 1 August 2017 to 31 July 2018

Position and Name		Key Personnel Hourly Rates
Position	Name of Resource	Rate
Professional Energy Management Project Engineer		\$
Energy Auditor		\$

Option Year One: 1 August 2018 to 31 July 2019

Position and Name		Key Personnel Hourly Rates
Position	Name of Resource	Rate
Professional Energy Management Project Engineer		\$
Energy Auditor		\$

Option Year Two: 1 August 2019 to 31 July 2020

Position and Name		Key Personnel Hourly Rates
Position	Name of Resource	Rate
Professional Energy Management Project Engineer		\$
Energy Auditor		\$

ANNEX "C"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

Solicitation No. - N° de l'invitation

F5211-170009

Client Ref. No. - N° de réf. du client

F1950-163015

Amd. No. - N° de la modif.

File No. - N° du dossier

F5211-170009

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International).

ANNEX "1" to PART 4 OF THE REQUEST FOR STANDING OFFERS

EVALUATION CRITERIA

Mandatory Criteria

1. Mandatory Requirements:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration

	Mandatory Criteria	Meets? Yes/No
M1	Member of BC Hydro PowerSmart Alliance group, Consultants	
M2	Member of FORTISBC "List of Approved Consultants" http://www.fortisbc.com/Rebates/RebatesOffers/CommercialCustomDesignProgramRetrofit/Pages/default.aspx	

2. POINT RATED CRITERIA:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve a minimum score of 191/255 (75%) of the total score of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 75% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

Note that partial scores will be awarded for technical criteria as appropriate for all categories except for auxiliary personnel.

Rated Technical Criteria

	Key Personnel for Energy Services Management points)	Scoring Grid	Minimum/Maximum Points	Cross-Reference to Proposal
R1	<p>Professional Energy Management Project Engineer</p> <p>With demonstrated experience in</p> <ol style="list-style-type: none"> 1) Formal business and/or project management training/certification (for example, PMP designation) 2) Minimum 7 years project management experience within the last 10 years (project preparation, planning, scope definition, initiation, management and delivery of projects) 3) Experience delivering projects on time, within budget 4) Experience with multiple ongoing projects 5) P.Eng Designation (or equivalent) 6) Previous experience with large-scale, high dollar value energy projects (minimum \$50K) <p>Note: Points are either zero or full marks for these rated elements.</p>		<p>0/10</p> <p>0/15</p> <p>0/15</p> <p>0/10</p> <p>0/5</p> <p>0/15</p>	
	R1 Total 70 points maximum		0/70	

	Key Personnel for Energy Services Management points)	Scoring Grid	Minimum/Maximum Points	Cross-Reference to Proposal
R2	Professional Energy Auditor			
	1) B.Eng/B.A.Sc. in Electrical or Mechanical Engineering or related degree		0/10	
	2) Experience assessing facilities for energy savings based on building envelope, lighting, electrical equipment, mechanical systems, and control systems (Minimum 5 years)		0/25	
	3) Experience constructing detailed energy audits (including facility description & current conditions, facility energy analysis, energy conservation options along with their associated costs, savings & GHG reductions, and recommendations for behavioral changes & building upgrades)		0/20	
	4) Experience in power distribution and site electrical services.		0/10	
	5) Experience with design of control systems		0/10	
	6) Experience with HVAC review, analysis, design of high efficiency systems		0/10	
	Note: Points are either zero or full marks for these rated elements.			
	R2 Total 85 points maximum		0/85	

	Key Company Attributes for Renewable Energy Site Services	Scoring Grid	Total Points	Cross-reference to Proposal
R3	<p>1) Energy Studies</p> <p>1-10 projects previous experience = 15 points 11-50 projects previous experience = 20 points 50+ projects previous experience = 25 points</p> <p>2) Utility Monitoring</p> <p>1-5 projects previous experience = 15 points 6-20 projects previous experience = 20 points 20+ projects previous experience = 25 points</p> <p>3) Process Energy Analysis</p> <p>1-5 project previous experience = 5 points 6-20 projects previous experience = 10 points 20+ projects previous experience = 15 points</p> <p>4) Efficient Fish Rearing Practices</p> <p>1 project previous experience = 6 points 2-3 projects previous experience = 8 points 4+ projects previous experience = 10 points</p> <p>5) Post-audit Implementation of Energy Upgrade Recommendations</p> <p>1-5 project previous experience = 5 points 6-20 projects previous experience = 10 points 20+ projects previous experience = 15 points</p> <p>6) Renewable Energy Generation</p> <p>1-5 project previous experience = 5 points 6-20 projects previous experience = 10 points 20+ projects previous experience = 15 points</p>		<p>25</p> <p>25</p> <p>15</p> <p>10</p> <p>15</p> <p>10</p>	
	R3 Total 100 points maximum		100	
	R1 + R2 + R3 = TOTAL 255 points maximum		255	

Minimum score 191/255

Financial Proposal

The financial proposal will be opened for contractors demonstrating they meet the mandatory requirements and those with a minimum technical score of 191/255. The financial proposal will be evaluated for a maximum score of 30 points. The lowest blended rate will receive a score of 30. Other companies will be pro-rated in accordance with the formula in the Basis of Selection.

Financial Proposal Evaluation:

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

Initial Period: 1 August 2017 to 31 July 2018

Position and Name		Key Personnel Hourly Rates		
Position	Name of Resource	Rate	%	Blended Rate
A	B	C	D	E = (C x D)
Professional Energy Management Project Engineer		\$	0.40	\$
Energy Auditor		\$	0.60	\$
Total Blended Rate Option Year One		E= \$ _____ (GST/HST Extra)		

Option Year One: 1 August 2018 to 31 July 2019

Position and Name		Key Personnel Hourly Rates		
Position	Name of Resource	Rate	%	Blended Rate
A	B	C	D	E = (C x D)
Professional Energy Management Project Engineer		\$	0.40	\$
Energy Auditor		\$	0.60	\$
Total Blended Rate Option Year One		E= \$ _____ (GST/HST Extra)		

Option Year Two: 1 August 2019 to 31 July 2020

Position and Name		Key Personnel Hourly Rates		
Position A	Name of Resource B	Rate C	% D	Blended Rate E = (C x D)
Professional Energy Management Project Engineer		\$	0.40	\$
Energy Auditor		\$	0.60	\$
Total Blended Rate Option Year Two		E= \$ _____ (GST/HST Extra)		

Total Price for Evaluation Purposes:

Total Blended Rate Initial Period \$ _____
 +
Total Blended Rate Option Year One \$ _____
 +
Total Blended Rate Option Year Two \$ _____

= \$ _____ Total Financial Bid, GST/HST Extra

TECHNICAL AND FINANCIAL EVALUATION SUBMISSION FORMS

The following forms should be used to prepare the submission for the technical and financial component. Only the forms provided should be submitted as the technical proposal and a maximum of two pages per team member is required (with the exception of auxiliary personnel). Space is limited in order to streamline the evaluation process. The technical proposal should be submitted in one file clearly labeled “Technical Proposal” Submitted by “ABC Consulting”. The financial proposal should be submitted in a second file clearly labeled “Financial Proposal” Submitted by “ABC Consulting”.

APPENDIX to Technical Proposal

Statement of Qualifications

Corporate Profile 1	
Name	
Address	
Business Number(s)	
If submitted as a joint venture or partnership, provide details on which person works for which company. And identify the company who will be listed on the Call-up.	
Corporate Summary	
Identify how your company meets the mandatory requirements: M1 – One P.Eng approved roster professional for energy conservation focused assessment in good standing (include name and Roster link) M2- One P.Eng (or equivalent) approved roster professional for energy conservation focused assessment in good standing (include name and link or certification)	
Summary should include work completed for the Federal Government and also highlight work done under the BC Hydro PowerSmart Programs & FORTISBC Energy Efficiency & Conservation Programs. Also include any design/development projects completed using renewable energy sources and/ or micro-hydrogeneration	
Submission Contact	
Name, Telephone, Email Address	
Signed by authorized personnel :	

¹ This profile page will be used to provide general company information but will only be used to demonstrate the mandatory requirements M1 and M2. The rest of the information will not be formally used in the technical or financial proposal evaluation. It is requested that a submitters only highlight corporate experience in how it relates to Fisheries and Oceans Canada or to work done for other Federal Departments. A large statement of qualifications is not required as the emphasis of this standing offer is on the individuals proposed not the company experience.

Position	Professional Energy Management Project Engineer	
Name		
Demonstrate Experience in		
1) Minimum 7 years experience within the last 10 years managing and monitoring sites energy projects list company/agency and years		
2) Formal Business or Project Management Training		
3) Certification of PMP with the PMI		
4) Project Experience		
Project Name		
Project Summary and PM role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Professional Energy Management Project Engineer		
Project Name		
Project Summary and PM role		
Project Budget		
Client Reference	Name	Contact Information

Position		Energy Auditor	
Name			
Credentials			
1) Relevant Education /Certification			
2) Minimum 7years experience within the last 10 years conducting ASHRAE Level 2 Energy Audits which meet the BC Hydro and/or FORTISBC Energy Study criteria – list dates, client or company/agency			
Project 1 for Energy Auditor			
Project Name			
Project Summary and EA role			
Project Budget			
Client Reference		Name	Contact Information

Project 2 for Energy Auditor		
Project Name		
Project Summary and EA role		
Project Budget		
Client Reference	Name	Contact Information

**Note: References are requested to validate information provided and may be contacted.*

Key Company Attributes for Renewable Energy Site Services		1. Energy Studies
Project Name		
Project Description must include: i) Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s) ii) Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s) iii) if applicable, any projects that occurred concurrently		
Project Budget		
Client Reference	Name	Contact Information

*Only projects completed in the last ten (10) years will be considered relevant for evaluation purposes

Key Company Attributes for Renewable Energy Site Services		2. Utility Monitoring
Project Name		
Project Description must include:		
<p>i) Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s)</p> <p>ii) Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s)</p> <p>iii) if applicable, any projects that occurred concurrently</p>		
Project Budget		
Client Reference	Name	Contact Information

*Only projects completed in the last ten (10) years will be considered relevant for evaluation purposes

Key Company Attributes for Renewable Energy Site Services		3. Process Energy Analysis
Project Name		
Project Description must include:		
<p>i) Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s)</p> <p>ii) Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s)</p> <p>iii) if applicable, any projects that occurred concurrently</p>		
Project Budget		
Client Reference	Name	Contact Information

Key Company Attributes for Renewable Energy Site Services		4. Efficient Fish Rearing Practices
Project Name		
Project Description must include:		
<p>i) Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s)</p> <p>ii) Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s)</p> <p>iii) if applicable, any projects that occurred concurrently</p>		
Project Budget		
Client Reference	Name	Contact Information

Key Company Attributes for Renewable Energy Site Services 5. Post-Audit Implementation of Energy Upgrade Recommendations		
Project Name		
Project Description must include: i) Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s) ii) Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s) iii) if applicable, any projects that occurred concurrently		
Project Budget		
Client Reference	Name	Contact Information

Key Company Attributes for Renewable Energy Site Services
6. Renewable Energy Site Services

Project Name		
<p>Project Description must include:</p> <p>i)Dollar value and whether budget goal was achieved; if project went over budget, indicate the reason(s)</p> <p>ii)Timeline of project and whether timeline goal was achieved; if project went over timeline goal, indicate the reason(s)</p> <p>iii)if applicable, any projects that occurred concurrently</p>		
Project Budget		
Client Reference	Name	Contact Information