



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions
Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street | 200 rue Kent
Workstation 9W070 /Poste 9W070
Ottawa, ON K1A 0E6
Email - courriel: Laurent.Hotte@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

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 Energy Audits – Canso Canal and Canadian Coast Guard College, Sydney N.S.		Date December 11, 2017
Solicitation No. – N° de l'invitation FP802-170287		
Client Reference No. - No. de référence du client F4709-173000		
Solicitation Closes – L'invitation prend fin At /à : 12:00PM EST (Eastern Standard Time)/ 12H (heure normale de l'est) On / le : Monday, January 22, 2018		
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 Larry Hotte, Contracting Specialist, Fisheries & Oceans Canada 200 Kent St Ottawa, ON K1A OE6 Email – courriel: Laurent.Hotte@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	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.



Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

- a. an individual who has incorporated;
- b. a partnership made of former public servants; or
- c. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the



implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

- d. name of former public servant;
- a. 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:

- b. name of former public servant;
- a. conditions of the lump sum payment incentive;
- b. date of termination of employment;
- c. amount of lump sum payment;
- d. rate of pay on which lump sum payment is based;
- e. period of lump sum payment including start date, end date and number of weeks;
- f. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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.



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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders are requested to send their proposals in soft copy to the e-mail address identified on page one of the solicitation.

The maximum size per email (including attachments) is limited to **10MB**. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing date and time indicated in the RFP.

DFO will not be responsible for any failure or delays attributable to the transmission or receipt of the email tender. For all submissions received by the tender closing date and time, DFO will send an email confirming receipt of the tender to the bidder.

The subject line of the e-mails must provide the following information:

- 1. Solicitation Number FP802-170287; and**
- 2. Project Title: Energy Audits for Canso Canal and Sydney N.S.**

Canada requests that bidders provide their bid in separate documents as follows:



Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment document in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in **Attachment "4.1"- Bid Evaluation Criteria**.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 4.2.



- a) Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the personnel being proposed in accordance with the bid solicitation. Failure to abide with this condition will result in a proposal being considered non-responsive.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.2 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) Notification of Evaluation Results: All invited vendors who respond to this RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:
- i. Solicitation Number;
 - ii. Company name of winning bidder; and
 - iii. Total value of contract awarded;

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award

5.1.1 Status and Availability of Resources

SACC clause A3005T (2010-08-14) Status and Availability of Resources applies to this requirement

5.1.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor



does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.1.2.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Offeror hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Offeror:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

- a) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- b) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- c) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Insurance Requirements –

Commercial General Liability Insurance – SAAC Clause G2001C (2014-06-26)



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.

1. 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. 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 15, 2018 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Larry Hotte
Title: Contract Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, 9W070
Ottawa, ON K1A 0E6
E-mail address: Laurent.Hotte@dfol-mpo.gc.ca



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

6.5.2 Project Authority (to be provided at the time of contract award)

The Project Authority for the Contract is:

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (to be provided at the time of contract award)

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex "B", to a limitation of expenditure of \$_____ **(TBD at the time of contract award)**. Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated



into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

- 6.7.1.3 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”.

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

Total Cost Not to Exceed: **TBD**

- 6.7.1.4 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be determined at contract award)*. Customs duties are included and Applicable Taxes are extra.
- ii. 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% committed, or
 - b. four 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.

- iii. 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.

6.7.3 Method of Payment



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

1. 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;
2. all such documents have been verified by Canada;
3. the Work delivered has been accepted by Canada.

6.7.4 Invoicing Instructions

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.

Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province of New Brunswick**.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2010B (2016-04-04)** – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Ownership of Intellectual and other Property Including Copyright



(f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 Procurement Ombudsman

6.11.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.11.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.11.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>



ANNEX "A" STATEMENT OF WORK

Canso Canal 11-B Highway 4 Port Hastings, NS	CCG College 1190 Westmount Rd Sydney, NS
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1.0 Title

Canadian Coast Guard Facility (Canso Canal), Port Hastings, NS / Canadian Coast Guard College, Sydney, NS - Comprehensive Level II ASHRAE Energy Audits.

2.0 Introduction

The Department of Fisheries & Oceans Canada (DFO) is seeking to retain a Contractor to conduct a comprehensive ASHRAE (American Society of Heating Refrigeration & Air Conditioning Engineers) Level II Energy Audit at the Canadian Coast Guard Facility at Canso Canal and the Canadian Coast Guard College in Sydney, NS.

3.0 Objective

The completion of comprehensive energy audits is a first step towards reducing greenhouse gas emissions and ensuring sustainable operations are implemented at the Canso Canal and Canadian Coast Guard College. Eventual results of the study will support greening government operations targets identified under the Low Carbon Government goal of the 2016-19 Federal Sustainable Development Strategy (FSDS), which requires that the government reduces GHG emissions from federal buildings and fleets by 40% below 2005 levels by 2030, with an aspiration to achieve it by 2025.

DFO's Regional Office of Environmental Coordination's (ROEC) goal is to provide Real Property Safety and Security (RPSS) - Gulf with a detailed plan of which equipment should be replaced / upgraded at each facility, including an estimate of costs to retrofit the facilities with energy efficient equipment, the estimated annual energy savings that would result and the amount of time required to recoup the retrofit costs.

4.0 Background

Canadian Coast Guard Facility (Canso Canal) Port Hastings, N.S.

A thorough energy assessment of the entire Canso Canal Canadian Coast Guard Facility was initially completed in 2009. The most recent energy assessment of the Canso Canal Canadian Coast Guard Facility was completed in 2014 (both reports from those assessments can be made available for review by the successful bidder – see Attachment 2 to Annex "A"). Some of the energy conservation options recommended from those reports have previously been implemented at the site. The Energy Audit for the CCG Canso Canal Facility will focus on the following three buildings (over 1000 m2). A site plan is attached in Attachment 1 to Annex "A".

1. Administration Building
2. INM Shop
3. Workshop



Canadian Coast Guard College, Sydney N.S.

The Canadian Coast Guard College (CCGC) is a national maritime training facility located on Canada's East Coast, on scenic Cape Breton Island, Nova Scotia. It provides training and services in both official languages. A site plan is attached in Attachment 1 to Annex "A".

The campus's major amenities consist of:

- Residence
- The Galley (cafeteria)
- Wellness Centre and Sports Complex
- John Adams Library
- Marine Engineering Training Facility
- Waterfront Training Facility
- Simulators

The most recent energy assessments at the Canadian Coast Guard College include the "CCG College Energy Efficiency Project Review - Measurement and Verification Project" March 2016. Some of the recommendations included in this report have been implemented at the site. See Attachment 2 to Annex "A"

The recommendations provided from the ASHRAE Level II Assessments will be implemented, where possible, in order to contribute to DFO's commitment to reduce energy usage and meet its clean air and climate change mitigation goals and also to provide cost savings to the department.

5.0 Audit Requirements

The audits must be undertaken to an ASHRAE Level II standard, with certain Energy Management Opportunity (EMO) measures evaluated to a Level III standard. The audit must be comprehensive, targeting all energy using equipment at the facility, and consider the building envelope(s). The audit must also evaluate the use of renewable energy technologies to supplement or replace existing electricity requirements at the facility.

6.0 Required Tasks:

The Contractor must perform the following tasks:

1. Within five (5) working days from the date of contract the Contractor must attend an opening meeting with the Project Authority and any other departmental representatives from ROEC, RPSS and building management. The meeting may be physically onsite, or via teleconference and will include a general overview of the:
 - i. Background
 - ii. Problem / Benefits
 - iii. Goals and Objectives
2. Pre-assessment activities including: communications with each site personnel, ROEC and RPSS staff (and any other relevant DFO personnel). The Contractor must contact ROEC, RPSS and site contacts for any background documentation required (including utility bills) for pre-visit research. ROEC will assist with any obstacles in procuring any documentation required by the assessors, as well as providing contact information to the Contractor prior to the audit.



3. The Contractor must conduct a site visit (approx. 1 day or more if required) at a mutually agreeable date and time that would include a walkthrough of the buildings and interviews with site contact(s), and RPSS. This will include observation of relevant equipment and structures.
4. Review historic Canso Canal and Canadian Coast Guard College energy reports: Energy reports previously completed at each site will identify projects previously identified but not completed which should be reused (due to new technology, revised costing etc. Refer to Attachment 2 to Annex "A" for list of historic Canso Canal and Canadian Coast Guard College energy reports available for review to the successful bidder.
5. Assessment of renewable energy opportunities: The Contractor must evaluate, for each site, the use of renewable energy technologies to supplement or replace existing electricity requirements at the facilities. The following renewable energy technologies are to be evaluated:
 - Solar
 - Solar air preheating
 - Waste Heat Recovery
 - Small scale (micro) wind applications appropriate within municipal bylaw requirements (ground mounted and/or building integrated).

At a minimum, the Contractor must evaluate, for each site, the following factors (where applicable) for each of the renewable energy technologies:

- Site orientation and conditions, including meteorology
 - local regulatory requirements
 - Costs related to installation and maintenance and operation
 - Existing utility infrastructure and opportunity for connection
6. Preparation of Assessment Reports: The reports will have sections on, but not limited to the following:
 - i. Executive summary outlining recommendations based on the assessment and final cost breakdowns;
 - ii. A utility billing analysis of the previous 12 months with benchmarking observations;
 - iii. Building descriptions (name, use, size etc.) and a summary of major energy using equipment and type of lighting systems in the buildings.
 - iv. Recommendations for energy conservation opportunities (retrofits/upgrades) by type, including maintenance procedures and energy using equipment. This section should include:
 - Rationale for considering retrofits/upgrades;
 - Recommendations on equipment that should not be upgraded (for example equipment that has not completed its life cycle and maintenance costs are reasonable).
 - v. Estimated cost of implementation of recommended upgrades, resultant annual energy cost savings, anticipated reductions in greenhouse gas (GHG) emissions (using DFO provided calculation) and payback period of the recommended improvements listed by improvement and as a total for the facility.

7.0

Deliverables

The following deliverables must be provided at completion of the Energy Audits:

- Provide ASHRAE Level II Energy Audits, for each site, as defined in ASHRAE Procedures for Commercial Energy Audits (PCBEA), Second Edition. Identify energy management opportunity



(EMO) items requiring an ASHRAE Level III Audit as defined in ASHRAE Procedures for Commercial Buildings Energy Audits (PCBEA), Second Edition.

- Provide an ASHRAE Level III Energy Audit as defined in the ASHRAE PCBEA, Second Edition for the EMOs selected for further study.

8.0 Reporting Requirements

A digital copy of the draft assessment reports must be submitted to the DFO Project Authority for review and distribution for comment before the final copies are produced. The Contractor must address the comments/changes made by the Project Authority and incorporate them in the final version where necessary.

One (1) bound copy of the final assessment reports must be provided. The master copy of the audit reports are to be submitted to the DFO Project Authority in MS Word and PDF formats in English only.

9.0 Client Support

ROEC will provide all documentation requested by the Contractor, upon contract award. ROEC will provide comments regarding all documentation submitted for review within 5 business days, understanding that any delays in the submission will cause a setback in the project schedule. ROEC will assist with any obstacles in procuring any documentation required by the Contractor, as well as providing contact information to the Contractor prior to the audits. RPSS / PSPC will facilitate access to all buildings including mechanical and electrical rooms.

10.0 Schedule

The Contractor must submit Draft Reports for review and approval by the Project Authority no later than March 01, 2018.

The Contractor must submit Final Reports for review and approval by the Project Authority no later than March 15, 2018.

11.0 Travel

The Contractor will be reimbursed its authorized travel and living expenses, up to a maximum cost of \$(TBD), reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. It is expected that the Contractor will be required to travel to the CCG Canso Canal Facility (Port Hastings, NS) and the Canadian Coast Guard College (Sydney, NS), to complete a portion of the work (approx. 1 day duration for each site). The cost of travel to complete this task must be included in the financial bid.

12.0 Location of Work

Apart from a site visit to perform a walkthrough at the CCG Canso Canal Facility in Port Hastings, NS, and the Canadian Coast Guard College in Sydney, N.S. all work will be completed at the Contractor's facilities.

13.0 Language of Work

All work activities will be conducted in English



Attachment 1: Site Plan for CCG Canso Canal Facility and CCG College in Sydney N.S.

Document 1: Site Plan for CCG Canso Canal



Canso Canal Site Plan
Saved Nov 30 - 2017.r

Document 2: Site Plan for CCG College



Coast Guard Collage
Part Property Plan S-5

Figure 1: CCG College Buildings List

Building List

Table 1.2: Building List

Bldg #	Building Name	Type	Area sq. ft.	Area sq. m.
01	Cabot Building	Academic	129,724	12,052
02	West Tunnel	Academic	2,131	198
03	East Tunnel	Academic	1,636	152
04	Arctic/Atlantic	Residence	35,594	3,307
05	Great Lakes/Pacific	Residence	31,393	2,917
06	Saguenay/Miramichi	Residence	31,312	2,909
07	Telecom/Mackenzie	Residence	30,431	2,827
08	St. Laurent	Residence	22,451	2,085
09	Alert Building	Residence	21,660	2,012
10	Wellness Centre	Gym/Pool	34,997	3,251
11	Marine Engineering Training	Training	34,383	3,194
12	George L Hopkins	Training/Pavilion	6,329	588
13	Walter E Foster	Training – Boat House for Maintenance	8,125	755
14	Staff Residence (51)	Residence	3,225	300
15	Staff Residence (53)	Residence	2,963	275
16	Gate House		60	6
17	Sewage Lift Station			
	Total		396,414	36,828



Attachment 2 Historic Canso Canal /CCG College Energy Reports Available for Review

Report	Date
<i>AIR LEAKAGE AND THERMAL IMAGING REPORT CANAL COMPLEX, PORT HAWKESBURY, NS</i>	November 2014
<i>Canadian Coast Guard Facility Canso Canal Energy and Water Assessment</i>	August 2014
<i>DFO CCG College Energy Feasibility Study</i>	March 2012
<i>CCG College Energy Efficiency Project Review - Measurement and Verification Project</i>	March 2016



ANNEX "B" BASIS OF PAYMENT
(to be completed at the time of contract award)



ANNEX "C"

OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

I 10 Contractor to Own Intellectual Property Rights

I 10.0 Contractor to Own Intellectual Property Rights in Foreground Information

1. Interpretation
2. Disclosure of Foreground Information
3. Contractor to Own Intellectual Property Rights in Foreground Information
4. License to Intellectual Property Rights in Foreground Information
5. License to Intellectual Property Rights in Background Information
6. Right to License
7. Transfer of Intellectual Property Rights in Foreground Information
8. Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
9. Access to Information; Exception to Contractor Rights
10. Waiver of Moral Rights

I 10.1 *Interpretation*

In the Contract,

- I 10.1.1 "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- I 10.1.2 "Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;
- I 10.1.3 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- I 10.1.4 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- I 10.1.5 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- I 10.1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;



I 10.1.7 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

I 10.1.8 “Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

I 10.2 *Disclosure of Foreground Information*

I 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

I 10.2.2 The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.

I 10.2.3 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

I 10.3 *Contractor to Own Intellectual Property Rights in Foreground Information*

I 10.3.1 Subject to subsection I 10.3.3 and section I 10.7 (*Transfer of Intellectual Property Rights in Foreground Information*), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.

I 10.3.2 Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.



- I 10.3.3 (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection I 10.3.1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) Notwithstanding subsection I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

I 10.4 *License to Intellectual Property Rights in Foreground Information*

- I 10.4.1 In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section I 10.3, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
- I 10.4.2 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection I 10.4.1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section I 10.3, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
- I 10.4.3 For greater certainty and without limiting the generality of subsections I 10.4.1 and I 10.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections I 10.4.1 and I 10.4.2:
- (a) applies to Foreground Information that is Software, notwithstanding any terms to



the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and

- (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.

- I 10.4.4 Notwithstanding subsections I 10.4.1, I 10.4.2 and I 10.4.3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections I 10.4.1, I 10.4.2 and I 10.4.3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- I 10.4.5 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1, I 10.4.2 and I 10.4.3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- I 10.4.6 If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
- I 10.4.7 The Contractor may apply to the minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
- I 10.5 *License to Intellectual Property Rights in Background Information (see alternative I 10.5 clauses below for broader background license)*
 - I 10.5.1 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:



- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

- I 10.5.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection I 10.5.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- I 10.5.3 Notwithstanding subsections I 10.5.1 and I 10.5.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- I 10.5.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.5.1 and I 10.5.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- I 10.5.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.5.1 and I 10.5.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.



ATTACHMENT 4.1 – BID EVALUATION CRITERIA

Mandatory Criteria:

The Bidder must meet all mandatory criteria listed. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration. Each mandatory criterion should be addressed separately.

	Contract Period: From date of award to March 15, 2018		
Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1.	The Contractor must provide proof of Commercial General Liability Insurance as detailed in Section 6 – Resulting Contract Clauses, Section 6.3.2 Insurance Requirements with its Technical Proposal and maintain said insurance throughout the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2.	<p>At a minimum the Lead Auditor of the energy assessment team proposed by the Contractor must have achieved certification with a program aimed at validating energy auditing expertise. The following certifications are considered applicable:</p> <ul style="list-style-type: none"> vi. Building Energy Assessment Professional (BEAP) (offered by ASHRAE) vii. Certified Energy Auditor (offered by Association of Energy Engineers [AEE]) viii. Certified Energy Manager (offered by AEE) ix. High-Performance Building Design Professional (HBDP) (offered by ASHRAE) x. Certified Measurement and Verification Professional (CMVP) (offered by AEE and Efficiency Valuation Organization) <p>Proof of certification(s) must be provided with the Technical Proposal</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



ATTACHMENT 4.2 – PRICING SCHEDULE

1. The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.
2. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, FOB destination, Customs duties and Excise taxes included.
3. The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted firm all-inclusive per diem rate (in Cdn \$) and level of effort for each of the resource(s) identified.
4. The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
 - a) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
 - b) The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
 - c) **The Bidder must complete Column A to E inclusive for each proposed resource.** If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



PRICING SCHEDULE TABLE

PROPOSED RESOURCE NAMES (Column A)	JOB TITLE/ ROLE (Column B)	ALL INCLUSIVE FIRM PER-DIEM RATE* (Column C)	LEVEL OF EFFORT IN DAYS (Column D)	TOTAL COST (Column E) (Column C x Column D)
1.		\$		\$
2.		\$		\$
3.		\$		\$
		Total Estimated Cost:		\$
	Firm Travel and Living Expenses Cost (Not to Exceed \$1,000.00 including all taxes and fees).			\$
		Total Evaluated Bid Price:		\$

* Per Diem rates are firm and all-inclusive of overhead, profit and expenses.

1.0 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council 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.

2.0 Definition of a Day/Proration

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

3.0 Good and Services Tax (GST) / Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and



shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.