



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

Bid Fax: (604) 775-7526

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

Title - Sujet Sustainable Bldgs & Energy/GHG A.	
Solicitation No. - N° de l'invitation EZ897-183177/A	Date 2018-07-19
Client Reference No. - N° de référence du client EZ897-183177	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-584-8388	
File No. - N° de dossier VAN-8-41053 (584)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-29	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perez, Elizabeth	Buyer Id - Id de l'acheteur van584
Telephone No. - N° de téléphone (604) 671-2613 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/PSPC	

Instructions: See Herein

Instructions: Voir aux présentes

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

REQUEST FOR PROPOSAL
SUSTAINABLE BUILDING AND ENERGY GREEN HOUSE GAS (GHG) ASSESSMENTS
TASK AUTHORIZATION PACIFIC REGION - BC & YT

TABLE OF CONTENTS

1.1	INTRODUCTION	3
1.2	SUMMARY	3
1.3	DEBRIEFINGS.....	4
PART 2 – BIDDER INSTRUCTIONS		5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2	SUBMISSION OF BIDS	5
2.3	FORMER PUBLIC SERVANT	5
2.4	ENQUIRIES - BID SOLICITATION.....	6
2.5	APPLICABLE LAWS.....	7
2.6	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	7
2.7	BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	7
PART 3 - BID PREPARATION INSTRUCTIONS		8
3.1	BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....		10
4.1	EVALUATION PROCEDURES	10
4.2	BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION		11
5.1	CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS		13
6.1	SECURITY REQUIREMENTS	13
6.2	FINANCIAL CAPABILITY	13
6.3	INSURANCE REQUIREMENTS.....	13
PART 7 - RESULTING CONTRACT CLAUSES.....		14
7.1	STATEMENT OF WORK	14
7.2	STANDARD CLAUSES AND CONDITIONS.....	17
7.3	SECURITY REQUIREMENTS	17
7.4	TERM OF CONTRACT.....	17
7.5	AUTHORITIES.....	18
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	19
7.7	PAYMENT	19
7.8	INVOICING INSTRUCTIONS.....	21
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	22
7.10	APPLICABLE LAWS.....	22
7.11	PRIORITY OF DOCUMENTS	22
7.12	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	22

7.12	INSURANCE	23
7.12	COMPREHENSIVE LAND CLAIMS AGREEMENT	23
7.12	SACC MANUAL CLAUSES	23
ANNEX A.....		24
	STATEMENT OF WORK	24
ANNEX B.....		32
	BASIS OF PAYMENT	32
ANNEX C.....		36
	SECURITY REQUIREMENTS CHECK LIST	36
ANNEX D TO PART 3 OF THE BID SOLICITATION.....		37
	ELECTRONIC PAYMENT INSTRUMENTS.....	37
ANNEX E TO PART 5 OF THE BID SOLICITATION.....		38
	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	38
ANNEX F		39
	INSURANCE REQUIREMENTS.....	39
ANNEX G.....		42
	TASK AUTHORIZATION FORM.....	42
ANNEX H.....		43
	EVALUATION CRITERIA AND BASIS OF SELECTION.....	43
FORM 1 BIDDERS SUBMISSION		53

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1** Public Works and Government Services Canada (PWGSC) Environmental Services has a requirement to establish Contracts with Task Authorization with contractors capable of providing Sustainable Building Assessments and Advisory Services for Federal clients in British Columbia and Yukon Territory. Depending upon the project scope and location of work, the Contractor may be required to complete tasks in accordance with applicable Federal and or Provincial Laws and Legislations in the province of British Columbia, or Yukon Territory.

The required services can include:

- Characterization of buildings' wastewater systems and wastewater quality,
- Building energy and retro-commissioning studies, and
- other field and desktop studies related to sustainable building systems and operations.

The period of the CTA (Contracts with Task Authorization) will be for 3 years from date of contract award to Est. September 30, 2021 with an option to extend the contract for an additional 2 - 1 year option period.

We anticipate awarding 3 CTA's to the highest scoring bidders.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

1.2.3 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), the Canada-European Union Comprehensive Economic Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), and the Free Trade Agreements with Canada-Chile, Canada-Columbia, Canada-Honduras, Canada-Korea, Canada-Panama, Canada-Peru and Canada - Ukraine.

1.2.4 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement
- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final Agreement

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, including areas subject to Comprehensive Land Claims Agreements.

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”

1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit

Public Services and Procurement Canada

800 Burrard Street, Room 219

Vancouver, B.C. V6Z 0B9

Electronic address for epost Connect service:

TPSGC.RPReceptiondessousmissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bid facsimile number: 604-775-7526

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:

- a. an individual;
- b. an individual who has incorporated;

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** (___) **No** (___)

If so, the Bidder must provide the following information:

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

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **14 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 British Columbia.

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- 2.7.1 Where the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copies)
Section IV: Additional Information (4 hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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 Bid

In their technical bid, bidders should explain and demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The detailed point rated requirements for this bid solicitation are laid out in Annex H, Evaluation Criteria and Basis of Selection.

Section II: Financial Bid

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

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments 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.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex H.

4.1.2 Financial Evaluation

Financial evaluation criteria are included in Annex H.

4.1.2.1 Evaluation of Price

A0222T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

Basis of Selection are included in Annex H.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

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

5.2.3 Education and Experience

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

5.2.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.5 Workers' Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with each of the Workers' Compensation Boards in British Columbia (WorkSafeBC) and Yukon Territory (Yukon Workers' Compensation Health and Safety Board).

The Bidder must provide, within seven (7) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

If a Bidder is not operating in British Columbia or the Yukon Territory area, as an interim measure, a letter of good standing from the province/state in which the company resides will be acceptable until such time as a bidder becomes a successful candidate and a contract is awarded. The letter of good standing for British Columbia and Yukon Territory will need to be provided prior to any work commencing.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC *Manual* clause A9033T (2012-07-16) Financial Capability

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid dated (*To be Determined*).

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Task Authorization

7.1.2.1 Task Allocation Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract is expected to be awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution, therefore ensuring that work is evenly distributed as identified to the Contractors in the RFP/resulting contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed a previous assessment review then this Contractor may be considered for a subsequent phase. The rationale for this best-fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent projects.

7.1.2.2 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA is authorized by the Project Authority or the AESPM, or the Contracting Authority, using the Task Authorization Form specified in Annex G has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$250,000.00**, applicable taxes extra, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.4 Task Authorization - Order of Distribution

(To be determined) contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ897-183177/A. The Contractor's order of distribution is as follows:

1 st (Best Overall)	= up to <u>(To be determined)</u>
2 nd	= up to <u>(To be determined)</u>
3 rd	= up to <u>(To be determined)</u>

7.1.2.5 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **5% (\$ To be determined)** of each Maximum Contract Value (**\$ To be determined**).

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.6 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a "quarterly basis" to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details:

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, Applicable Taxes extra;
- iv. the total amount, Applicable Taxes extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (Applicable Taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, Applicable Taxes extra, expended to date against all authorized TAs.

Note: The Task Authorization Reporting form will be distributed at the time of award.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Contracting Authority or Authorized Client may issue Task Authorizations between the date of Contract Award up to Midnight (to be determined). Contractual obligations and deliverable completion dates under the Task Authorizations may extend beyond (to be determined) and will end once the final Tasks has been fully completed and all outstanding obligations performed, such as payments (including interests), warranty obligations as well as audit rights.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreements(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement
- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, including areas subject to Comprehensive Land Claims Agreements.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Elizabeth Perez
A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

Telephone: 604-671-2613
Facsimile: 604-775-7526
E-mail address: Elizabeth.Perez@pwgsc.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at Contract Award)

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

7.5.2.1 Authorized Environmental Services Project Manager (AESPM)

Specific work requirements will be detailed in Task Authorization as issued by an Authorized Environmental Services Project Manager. The AESPM is the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue Task Authorizations.

7.5.3 Contractor's Representative (to be completed by Bidder)

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 Payment

7.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under this Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ (to be determined)**. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.7.3 Method of Payment

7.7.3.1 Monthly Payments

1. 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.

7.7.3.2 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

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

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.7.5 Time Verification

C0711C (2008-05-12), Time Verification

7.8 Invoicing Instructions

7.8.1 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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed if requested by the Project Authority;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and other disbursements;
- (d) a copy of the monthly progress report.
- (e) invoice date (corrected for amendments);
- (f) invoice number;
- (g) period invoice covers;
- (h) Contract number _____ (*number to be inserted at Contract Award*);
- (i) task number;
- (j) PWGSC project number;
- (k) total task amount (corrected for amendments);
- (l) amount previously invoiced;
- (m) current invoice amount;
- (n) amount remaining on task;
- (o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
- (p) itemized list of travel expenses, identifying resource, dates and times of travel, location of travel, rates; and
- (q) itemized list of disbursements, cross-referenced to included back-up receipts.

2. Invoices must be distributed electronically as follows:
 - (a) The Original copy must be forwarded to the addressee shown on page 1 of the Task Authorization for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.9.3 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia and Yukon Territory.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Services (Higher Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any) *(if applicable)*;
- (i) 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)).*

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

7.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements do 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 fulfil 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.

7.14 Comprehensive Land Claims Agreements

The Comprehensive Land Claims Agreements of up to eleven (11) Yukon First Nations may apply to this Contract, depending on where the services will be provided.

7.15 SACC Manual Clauses

A9039C (2008-05-12), Salvage

A9068C (2010-01-11), Government Site Regulations

ANNEX A

STATEMENT OF WORK

This Statement of Work generally describes the various services which the Contractor may be requested to perform during the Contract. Specific work requirements for each Task Authorization (TA) will be detailed in the TA issued by an Authorized Environmental Services Project Manager. An "Authorized Environmental Services Project Manager" (AESPM) is defined as the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue and administer Task Authorizations within the authority levels granted to them, as defined in Section 5 of the contract.

A. Background

PWGSC Environmental Services requires sustainable building assessment and advisory services for federal clients in British Columbia and Yukon. Depending upon the project scope and location of work, the Contractor may be required to complete tasks in accordance with applicable Federal and or Provincial Laws and Legislations in the province of British Columbia, or the Yukon Territory.

The required services can include:

- Characterization of buildings' wastewater systems and wastewater quality,
- Building energy and retro-commissioning studies, and
- other field and desktop studies related to sustainable building systems and operations.

More detailed descriptions of these services are provided in Section B.

A.1 Scope of Work

The Contractor must perform the Work in accordance with this Statement of Work and in accordance with PWGSC or other federal clients' requirements.

A.2 Terminology

For clarity, the following terminology will be used throughout this Statement of Work:

- Contract with Task Authorizations - a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Task Authorizations. The Contract is issued to successful Bidders after completion of the solicitation process.
- Task Authorization – the instrument issued by an Authorized Environmental Services Project Manager to allow a Contractor to complete a Task.
- Task – the 'project', e.g. a potable water audit or building retro-commissioning study.
- Task activity – a specific work element in the workplan, e.g. 'laboratory analyses of wastewater samples' or 'review of facility energy utilization'.

B. Building Operations and Equipment Assessments

PWGSC Environmental Services may require assessments of federal buildings' operations, systems, and equipment to a) characterize existing aspects of building operations and b) identify opportunities to improve building sustainability performance and reduce energy use and greenhouse gas emissions.

The Contractors' tasks may include the services outlined in Sections B.1 through B.4 below:

B.1 Building Energy/Greenhouse Gas (GHG) Assessments

Through documentary research, on-site surveys (including interviews and observations) and analyses, the Contractor may be tasked with baseline assessments and audits to identify

- a) where and how building energy is used and associated greenhouse gas emissions;
- b) energy inputs and losses;
- c) energy use patterns over time; and
- d) opportunities for improved energy management and greenhouse gas reductions.

Energy use/greenhouse gas baselines may be identified to measure success of future energy management improvements and greenhouse gas reduction measures. Greenhouse gas assessments may be completed to identify a building or facility carbon footprint and to assess potential measures for GHG reductions through energy use improvements and/or on-site generation of renewable energy.

B.2 Water Use and Wastewater Assessments

A water use audit is intended to measure building or facility water usage in order to identify water conservation opportunities. The Contractor may be tasked with measurement of water flows entering a building, identification of water uses within the building or facility, and measurement of resulting wastewater volumes and quality. Water use audits may encompass systems analyses of water consumption within the building to complete evaluations of building water use.

Wastewater quality may be characterized by sampling and analysis of individual or combined discharges. Sampling may be undertaken in discrete or continuous modes at the direction of the AESPM.

B.3 Building Retro-commissioning Studies

Building retro-commissioning studies examine the interactive functions of building equipment and systems to a) resolve problems that occurred during building design or construction, or b) address problems that have developed during the building's life. Specifically, retro-commissioning studies may be carried out to:

- Improve the building's overall performance by optimizing energy efficient design features and directly addressing equipment performance and system integration issues; and/or
- evaluate the building's environmental quality and enhance the working environment by optimizing existing systems.

The study involves all aspects of current operations and maintenance programs in the building, as well as the management structure, policies, and user requirements. The Contractor's investigation tasks could include (but are not necessarily limited to):

- Interviewing management and building personnel

-
- Reviewing building documentation and service contracts
 - Inspecting the building and its sub-systems and equipment components
 - Spot testing equipment and controls
 - Gathering and analyzing HVAC and lighting data, and
 - Inspecting the building and its subsystems and equipment components

The Contractor will produce a final report for the owner at the end of the site visit and investigation phase, describing the specific findings and providing other information such as prioritized improvements, an implementation plan, recommended persistence strategies, and potential costs and savings and payback periods.

B.4 Design, Specification, and Monitoring of Mechanical/Electrical System Upgrades

In the context of sustainable building upgrades (or building energy assessments described in Section B.1, Contractors may be tasked with design of new or replacement mechanical and/or electrical systems (including lighting). As well, Contractors may be tasked with writing tender specifications, assisting with tender bidders' queries, monitoring and inspecting upgraded mechanical or electrical system construction and commissioning, and writing deficiency reports.

B.5 LEED or Green Globes Goals

For the purpose of achieving LEED or Green Globes goals or certification Contractors may be tasked with assessment of:

- existing buildings or facilities,
- new building plans and specifications, and/or
- operations and management procedures.

As appropriate, Contractors will inspect buildings/facilities, interview building operators and other building personnel, and review applicable plans, specifications, procedural instructions and policies, and any other relevant documents. Contractors will determine opportunities for renovations, upgrades, designs, changes to operations or procedures, and/or other factors to accomplish the formal LEED or Green Globes certification or other enhanced building/facility sustainability goals.

Contractors may be tasked with applications for LEED certification of new or existing buildings on behalf of PWGSC or other client Departments. The Contractor may be tasked with preparation of all LEED application documents as well as acquiring information and preparing documents to support the application.

B.6 Other Building-Related Assessments

Indoor air quality of federal buildings may be assessed at any point during the use of a building. Indoor air quality assessments may be completed to:

- identify and provide adequate levels and quality of ventilation and outside air for acceptable indoor air quality. Indoor air quality testing may include (but not be limited to) CO and CO₂ levels, temperature, relative humidity, airborne microbial organisms, % filter efficiency, and airborne dust particles;
- identify and remove airborne bacteria, mold and other fungi, and mitigate or eliminate radon infiltration; and/or

- ensure emissions from building, finish and furnishing materials are within acceptable limits.

PWGSC may require inspections of building or facility mechanical and potable water systems for prevention of Legionella. The Contractor may be tasked with sampling and analyses as appropriate to identify Legionella risks or presence, and to identify relevant preventative or remedial actions.

C. General Procedures

C.1 Records and Background Information Review

The Contractor must review all documents or sources of information available from the Authorized Environmental Services Project Manager, other federal departments and agencies, and non-federal agencies and scientific groups. Scientific or anecdotal information may also be available from members of the public and from First Nations; information obtained from these sources must be critically reviewed for its scientific validity and applicability to the project. All relevant available PWGSC documents, photographs, and plans will be made available through the AESPM.

The Contractor must document each reviewed information source, even if the source provides no relevant findings. Where an information request to an agency or group does not result in a response, the lack of response will be documented. The Contractor must provide a brief rationale in instances where the information from an available document or information source is not used.

Where relevant information gaps become apparent through the background review, site visit, or field sampling, the Contractor must notify the AESPM in writing as soon as possible.

Reports must include copies of plans and documents, design drawings and sections, photographs (site, significant environmental and archaeological features, and artifacts as applicable), maps, interview records, references to original sources, and any other information compiled and used to derive the reports' findings and conclusions. Field notes should be retained for later review by the AESPM.

Upon request by the AESPM, the Contractor must provide a verbal report of the initial findings to the AESPM immediately after the field activities have been completed. As directed by the AESPM, written or emailed progress reports will be provided to the AESPM at regular intervals. The progress reports must include a synopsis of work completed during the latest report period and the projected work plan for the following period. The Contractor must be prepared to meet with the AESPM and discuss any matter concerning the progress and findings of the project.

Applicable federal, provincial/territorial, local legislation and published guidelines, which have been used as basis for findings or conclusions, must be referenced. Where it is unclear which environmental quality guidelines or criteria are to be used, the AESPM will identify the appropriate standards. As directed by the AESPM, the Contractor may be required to provide site information and reporting which will satisfy provincial or other non-federal agency requirements.

Site plans or area maps must be included in any assessment report. The information content of any plan or map must be confirmed with the AESPM. Plan or map information may include:

1. the legal boundaries of the property;
2. project footprint and location;
3. building or facility floor plan and building infrastructure as relevant to the study or assessment, including any sampling or inspection points;
4. all existing external structures, roads, pathways, significant underground utilities and other buried structures, and cultural features as relevant to the project;

5. relevant property physical features including slope, wetlands and surface water bodies (including stream flow direction), soil or sediment substrate types (if relevant), and other features as appropriate;
6. relevant biological features (e.g., vegetative cover and types, nesting areas, location of sensitive species or species at risk, spawning areas) and any other ecological information as appropriate;
7. property features superimposed onto orthophotographs of the property or area; and
8. map scale and orientation (i.e., a north arrow must be shown).

Where plan or map information is derived from a secondary source, the information source must be explicitly referenced both on the plan or map and in the report References. Laboratory analytical data must be summarized in tables with the applicable environmental quality criteria and/or standards that are used for the numerical comparison.

The Contractor must submit paper and/or electronic copies of the drafts (typically a minimum of 1 draft) and final reports as directed by the AESPM. All printed reports must have double-sided printing, and have tabbed dividers to separate appendices from the main body of the report. At a minimum, one complete electronic copy (i.e., a single file containing all text, photographs, tables, plans, and scanned documents) of the final report must be submitted in Adobe Acrobat (.pdf) format. Any signature pages with signatures and professional stamps that are present in a paper copy of the report must be included in the electronic copy. In addition to the final electronic copy of the report, all figures, drawings, tables, graphs, photos, appendices, etc. which have been included in the paper copy of the report must be provided electronically as separate files. Site plans and all design drawings drafted by the Contractor must be provided in AutoCAD (.dwg) format. The report text must be produced in Microsoft Word (.doc or .docx) format, photos in .jpg format, and data tables in Microsoft Excel (.xls or .xlsx) format, unless otherwise directed by the AESPM.

All final reports are subject to acceptance by Canada and must be signed by all authors, and sealed as appropriate.

All invoices must be sent to the AESPM for approval. The Contractor shall identify final invoices as such.

C.2 Scheduling

The Contractor must prepare a schedule for all project events including various on-site assessment activities, meetings and report submissions. Any proposed revision of the schedule will be subject to the approval of the AESPM.

Schedules may be required in the form of timetables, Gantt charts, or other formats as directed by the AESPM, and shall be provided in electronic and/or hard copy formats.

C.3 General Communication

The AESPM will be identified on the Task Authorization document sent to the Contractor. The Contractor must communicate with the AESPM a) as required by project circumstances, and b) at regular intervals throughout the project as directed by the AESPM. The Contractor's correspondence with any party other than the AESPM must be forwarded through the AESPM or delivered as approved by the AESPM.

If additional work is necessary due to a change in field conditions or requirements, or as a result of findings during the site visit, the Contractor must notify the AESPM immediately by telephone and / or in writing. Work or activities which are additional or supplemental to or in substitution of the work and budget specified in the Contractor's approved work plan must not be undertaken without the approval of the AESPM.

Under certain and very limited circumstances (e.g., site work in a remote location where instantaneous communication with the AESPM or the ability to obtain verbal or written approval may be problematic), the AESPM may, in advance, authorize fieldwork additional to that specified in the work plan if it may reasonably be required to complete the fieldwork. In these cases, the Contractor is expected to exercise good field judgment, bearing in mind potential constraints to budget and the overall objectives of the project. Where additional work of this nature is deemed necessary, the Contractor will provide a full description of and rationale for this work to the AESPM at the earliest opportunity.

The Contractor must participate in or conduct meetings or teleconferences as requested by the AESPM. The Contractor will prepare minutes of the meetings as requested by the AESPM, with a draft sent to the AESPM for review and approval prior to their dissemination. At the discretion of the AESPM, the Contractor may be required to maintain an action item list.

Where the Contractor is requested to conduct public and agency notification and/or public communication sessions, the Contractor must maintain a record of the communications and copy the AESPM on any such communications. All formal communication (e.g. letters of direction, approvals, etc.) shall be solely between the AESPM and the Contractor.

The Contractor may be expected to liaise with the appropriate federal, provincial and regional / local agencies to gather information and identify implications of the proposed projects. The Contractor is to notify the AESPM prior to any liaison and outline the intended scope of the discussion and any other relevant details.

The Contractor must direct all public or media enquiries to the AESPM.

C.4 Permits

The Contractor must (unless otherwise directed by the AESPM) obtain applicable permits/approvals required to access sites and conduct monitoring, inventory or measurement, or sampling. Prior to submitting the permit application, the application must be reviewed and approved by the AESPM.

C.5 Site Operations

The Contractor's on-site visits/activities must not disrupt the normal function, access, and working environment of the site within reason. No on-site visits/activities will be completed without authorization by the AESPM.

Any aspect of the property that is perceived by the Contractor to be unsafe or unusual (e.g. damaged conduits, unsecured buildings, evidence of recent vandalism, environmental releases/spills) should be documented, photographed, and reported to the AESPM.

C.6 Repair of Damaged Surfaces or Structures

The Contractor is responsible for repairing all damaged surfaces or structures arising from Contractor activities. If a Contractor has been retained and the work has the potential to damage other site features such as fences or other obstructions, prior approval is required from the AESPM.

C.7 Health and Safety

The Contractor is responsible for ensuring the health and safety of all contractor personnel at the site during the project. Accordingly, a Health and Safety Plan must be developed prior to the field work and must be in effect during the field activities. The Health and Safety Plan must be reviewed approved by the AESPM prior to start of on-site work. The Contractor must ensure that all relevant safety policies,

guidelines, and emergency response actions are reviewed with site personnel and that the Health and Safety Plan is easily accessible to staff during all field activities.

The Contractor is responsible for locating all utility infrastructure prior to initiating any intrusive investigations at the property.

C.8 Site Security

Work in sensitive security areas (e.g., federal penitentiaries, RCMP, National Defence facilities) may require project personnel to have a requisite level of security clearance prior to examining pertinent site documents and/or actual work on site. In those cases, all project personnel must provide written confirmation of the appropriate security clearances to the AESPM and client department prior to any sensitive phase of the project.

Where required, the Contractor will be given access to the subject property. The Contractor must ensure that upon leaving, all buildings and/or gates are secured as found and the keys are returned without undue delay to an approved representative of PWGSC or the client Department. The Contractor may be required to provide Commissionaires to ensure building or area security.

C.9 Confidentiality

Information, data, photos, drawings, etc. gathered as part of this project must be treated as confidential and must be made available only to PWGSC or as authorized in writing by the AESPM. All original photos, video, documents, and reports produced within the terms of the Contract will be the property of the federal Crown. Some projects may require the Contractor to sign confidentiality agreements. These will be signed prior to the start of the project. Where requested in writing, PWGSC may make accommodation for confidentiality agreements with First Nations.

Any photos, plans or documents provided as reference materials by the AESPM to a Contractor remain the property of PWGSC, and must not be used, shared, or sold to any group for any other project except upon written authorization of the AESPM. All such reference materials must be returned to the AESPM with the final report where requested.

C.10 Categories of Contractor Personnel

The following are the generally-expected responsibilities and duties for the categories of personnel required to be provided for this Contract. Other personnel with more specialized attributes may be required for specific Task Authorizations and the rules for their incorporation into a Task Authorization are detailed in Annex B, Basis of Payment.

Category Name	Typical Duties
C.10.1 Project Personnel	
Project Manager	Responsible for the management of the project, including adherence to project scope, time, and budget. Responsible for ensuring quality of work and deliverables; assigning appropriate types and levels of human resources; maintaining clear and consistent communications between the PWGSC Project Manager and all other appropriate parties; managing project risk; health and safety and environmental protection. The Project Manager provides overall direction and senior technical review of the reports.
Professional Engineer (Mechanical)	Ensures completion of retro-commissioning studies and building mechanical system assessments in accordance with industry or engineering standards as applicable. Provides expert technical guidance to project team; oversees data acquisition, compilation; calculation, and analysis, and reviews project findings and provides project recommendations and technical designs. In the context of building sustainability, provides technical designs and specifications for mechanical system upgrades or replacements

	and other technical and construction inspection assistance to the AESPM.
Professional Engineer (Electrical)	Ensures completion of retro-commissioning studies and building mechanical system assessments in accordance with industry or engineering standards as applicable. Provides expert technical guidance to project team; oversees data acquisition, compilation; calculation, and analysis, and reviews project findings and provides project recommendations and technical designs. In the context of building sustainability, provides technical designs and specifications for electrical system upgrades or replacements and other technical and construction inspection assistance to the AESPM.
Sustainable Buildings Professional	Ensures completion of building/facility assessments and studies in accordance with applicable regulations and sustainable buildings assessment or certification requirements. Provides expert technical guidance to the project team; oversees data acquisition, compilation; calculation, and analysis, and reviews project findings and provides recommendations (including renovations, upgrades, and changes to operations and management) to achieve LEED or Green Globes goals.
C.10.2 Other Categories of Personnel	
Building Assessment Technician	Responsible for field / site sampling, data compilation and data review. Provides assistance to the Professional Engineer, Sustainable Buildings Advisor, and Project Manager.
CADD/Drafting Technician	Produces site or facility plans.

ANNEX B

BASIS OF PAYMENT

1. Firm Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and applicable taxes are extra.

Hourly rates will remain firm for the full period of the Contract. The hourly rates for each person in a specific category of personnel must be the same.

The hourly rates quoted must include all overhead, including administrative time, and internal equipment charges (including equipment charges considered to be internal although they may be rented), and clerical support, and other indirect support such as report printing costs for THREE hard copies. Extraordinary printing costs (e.g. high quality photograph reproduction not possible on standard office printers or plotters) may be charged only if specific prior approval from the AESPM is obtained.

Time worked which is more or less than an hour must be prorated to reflect actual time worked.

Category Name	Names	Evaluation Weighting	Firm Hourly Rate (\$CDN) Contract Award to March 31, 2019 Year 1	Firm Hourly Rate (\$CDN) April 1, 2019 to March 31, 2020 Year 2	Firm Hourly Rate (\$CDN) April 1, 2020 to March 31, 2021 Year 3	Firm Hourly Rate (\$CDN) April 1, 2021 to March 31, 2022 Option 1 - Year 4	Firm Hourly Rate (\$CDN) April 1, 2022 to March 31, 2023 Option 2 - Year 5
A. Project Personnel							
Project Manager	Two Named Individuals meeting applicable criteria from Annex H (H.3.1)	21%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Professional Engineer (Mechanical)	Two Named Individuals meeting applicable criteria from Annex H (H.4.2)	21%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Professional Engineer (Electrical)	Two Named Individuals meeting applicable criteria from Annex H (H.4.2)	21%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

3.1 *Non-allowable field supplies and internal equipment charges include the following:*

- (a) Health and safety equipment and supplies (i.e., Personal Protective Equipment) including: hard hats, protective goggles, safety footwear, gloves, disposable gloves, coveralls, disposable coveralls, respirators, cartridges, disposable respirators, life jackets, survival suits, first aid kits).
- (b) General sampling equipment and supplies including: sample containers, disposable sampling materials, preservatives, coolers, ice.
- (c) Monitoring equipment and supplies including: electrical and water quality meters, flow meters, temperature and air quality gauges or meters.
- (d) Surveying equipment and supplies including: measuring wheel, GPS unit (non-differential), tapes, stakes, spray paint.
- (e) Miscellaneous equipment and supplies including: telephone charges, cell phone, fax charges, computer, software, plotter, camera, common hand tools, batteries, stationary.

3.2 *Extraordinary field supplies and internal equipment charges*

Extraordinary field supplies and internal equipment charges may be allowed on a case by case basis with prior approval from the AESPM.

If the extraordinary field supplies or internal equipment are Contractor - owned, proof that Contractor rates are industry competitive must be provided. Extraordinary field supplies and internal equipment charges must be specifically identified in the workplan and prior approval from AESPM is required. All extraordinary field supplies or equipment purchased for Work under the Contract become the property of Canada.

4. *Replacement of Personnel Resources*

The Contractor must replace any named personnel resources named in Article 1 of this Annex who are no longer available for the assignment of work, as soon as possible after this determination is made. Note that, as per Part 7, Article 1.1.5, Minimum Work Guarantee, Section 2, in consideration of the Minimum Work Guarantee, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract.

The replacement of personnel resources must be in accordance with Article 08, Replacement of Specific Individuals of the 2035 General Conditions of the Contract. The Contractor must propose a replacement personnel resource with similar qualifications and experience as the person being replaced. The AESPM will evaluate each proposed replacement resource against the original bid evaluation criteria for these categories. In order to be approved, the resources must score equal to or greater than the scores that were given to the current resources in that category. Any replacement resources must have the prior authorization of the AESPM before starting work.

5. Addition of RESOURCES to a Category for a Specific Task

The Contractor may propose a new resource for to work on a specific Task. The Contractor must follow the procedures and requirements detailed in General Conditions 2035 at paragraph 08.

The resource will be approved for a specific Task only. If the Contractor wishes to have that resource work on a different Task, the Contractor must obtain the approval from the AESPM.

6. Addition of a new CATEGORY for a Specific Project/Task

The Contractor may propose a new category of work for a specific Task. The Contractor must provide the AESPM and Contract Authority with:

- (a) a description of that new category of work;
- (b) the name(s), qualifications and experience of the proposed resource(s);
- (c) the title, education minimums, experience minimums, and hourly rate of the proposed Category; and
- (d) Price support (if requested).

If Canada approves the proposed Category and the proposed resource(s), the Contract Authority will issue an amendment to the Contract to include the category for a specific project only.

Solicitation No. - N° de l'invitation

EZ897-183177/A

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

EZ897-183177

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-8-41053

Buyer ID - Id de l'acheteur

VAN584

CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See Attached)

ANNEX D to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX F

INSURANCE REQUIREMENTS

F.1 Insurance

F.1.1 Insurance – Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified herein. 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.

F.1.2 Commercial General Liability Insurance G2001C (2018-06-21)

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 Public Works and Government Services 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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*

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.

F.1.3 Errors & Omissions/Professional Liability Insurance G2002C (2018-06-21)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:
Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation
EZ897-183177/A
Client Ref. No. - N° de réf. du client
EZ897-183177

Amd. No. - N° de la modif.
File No. - N° du dossier
VAN-8-41053

Buyer ID - Id de l'acheteur
VAN584
CCC No./N° CCC - FMS No./N° VME

CERTIFICATE OF INSURANCE

Description and Location of Work Sustainable Building and Energy Greenhouse Gas (GHG) Assessment Services					Contract No. EZ897-183177	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Errors & Omissions / Professional Liability Insurance				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
Signature				Date D / M / Y		
<div></div>						

Solicitation No. - N° de l'invitation

EZ897-183177/A

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

EZ897-183177

Amd. No. - N° de la modif.

File No. - N° du dossier
VAN-8-41053

Buyer ID - Id de l'acheteur

VAN584

CCC No./N° CCC - FMS No./N° VME

ANNEX G

TASK AUTHORIZATION FORM

(See SIGMA form attached)

ANNEX H

EVALUATION CRITERIA AND BASIS OF SELECTION

H.1 Evaluation Procedures

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

Each responsive bid will be evaluated against the point rated criteria listed below. It is recommended that Bidders address these criteria in sufficient depth so as to indicate a clear understanding of the requirements and the services to be provided as detailed below.

The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

For each rated criterion, where a maximum number of points is shown, evaluators may award any whole number in the range of points from zero up to the maximum number of points.

Bidders' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria. Bidders should ensure that all responses provide the necessary details regarding dates, education and credentials, and demonstrative project experience. **Points will be awarded solely on the basis of information as explicitly written in the Bidder's response.**

Bids not awarded the specified minimum number of points for each evaluation criteria were applicable or bids that do not comply with the information requirements as specified by any of the words "maximum", "minimum", "must", "will" or "shall" will be considered non-responsive and will not be evaluated further nor considered for contract award.

For all demonstrated experience project descriptions, it is requested that the Bidder provide:

- 1) the date of completion of the project;
- 2) the client name and name of a client contact;
- 3) the telephone number or email address for that client contact;
- 4) the value of services provided by the bidder to that client (Note: the value of services includes only those services provided by the Bidder, not the overall client project budget).

Bidders should note where clients have requested that their project be confidential. Confidential clients may be contacted by PWGSC only to confirm details of the demonstrated experience projects as relevant to this solicitation. Failure to provide adequate contact information may result in the project(s) not being considered as part of the demonstrated experience for the resource.

H.2 Definitions

"Building sustainability assessments" are assessments of building/facility systems or infrastructure focusing on a) energy use and conservation, b) water use and/or wastewater characterization and conservation, c) sustainable building materials and construction, d) greenhouse gas generation and reduction opportunities, e) indoor air quality and environment, and/or f) site sustainability.

"Completed project" is a project for which the final assessment or report has been submitted to the client (NOTE: A project where a) only the draft project report has been submitted to the client, or b) the

final project report is in preparation is NOT acceptable as "completed project" for the purpose of this solicitation).

"Multi-disciplinary project teams" are project teams comprised of three or more personnel with individual specialties in technical/scientific areas such as engineering, architecture, environmental sciences, etc.

H.3 Project Managers

H.3.1 Point rated requirements

The Bidder must propose **TWO Project Managers**. Project Managers will be evaluated on their education and demonstrated experience.

EDUCATION

Each of the two Project Managers is expected to meet a minimum educational requirement, which we determine to be a Bachelor's Degree or higher in architecture, engineering, or other relevant technology, science or environmental program (e.g. Bachelor's degree in Environmental Studies). To be evaluated, it is requested that scans or photocopies of the Project Managers' degrees be provided with the proposal at bid close. If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them.

For <u>each</u> Project Manager, identify his/her educational credential meeting the minimum requirement, which is a Bachelor's Degree or higher in architecture, engineering, or other <u>relevant</u> technology, science or environmental program (e.g. Bachelor's degree in Environmental Studies).	20 pts (10 pts/credential)	
---	-----------------------------------	--

DEMONSTRATED EXPERIENCE

For each of the two Project Managers, provide examples of building sustainability, energy use, or GHG assessment projects which demonstrate the required project management experience as described below. **Each demonstrative project must have been completed between January 2013 and the closing date of this solicitation to be considered.**

Maximum three (3) pages for each proposed Project Manager to describe demonstrated experience.

For <u>each</u> Project Manager, provide TWO examples of building sustainability, energy use, or GHG assessment projects which were wholly managed by the Project Manager and which identify specific methods or tools (e.g. project management application software) which were used to monitor and manage <ol style="list-style-type: none"> 1. project schedule, 2. project budget, and 3. client and project team communications. 	40 pts (10 pts/project)	
For <u>each</u> Project Manager, provide ONE example of a building sustainability, energy use, or GHG assessment project which describes actions or methods used by the Project Manager to	20 pts (10 pts/project)	

1. resolve critical problems OR		
2. adapt to changing project circumstances or conditions which could have negatively impacted the project.		

Project Managers, total possible points: **80 pts** **MIN 75% (60 points)**

H.4 Professional Engineers (Mechanical and Electrical)

H.4.1 Mandatory requirements

EDUCATION AND ACCREDITATION

The Bidder must specify **ONE Professional Mechanical Engineer** and **ONE Professional Electrical Engineer**. Each Professional Engineer must meet the mandatory requirements which are:

1. Bachelor of Engineering degree with specialization in Mechanical Engineering or Electrical Engineering, as applicable,
2. Professional Engineer designation,
3. Registration as a Professional Engineer in British Columbia, and
4. Permit to Practice issued by the Association of Professional Engineers of Yukon.

For the purpose of evaluating the bidder's proposal, it is requested that legible scans or photocopies of these proof documents be provided with the proposal at bid close for each proposed Professional Engineer:

1. the Professional Engineer's degree,
2. designation as a Professional Engineer,
3. membership in the Association of Professional Engineers and Geoscientists of British Columbia, and
4. A valid Permit to Practice issued by the Association of Professional Engineers of Yukon.

If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them.

Bidders' proposals which fail to provide evidence of the proposed Professional Engineers' acceptable education, professional designation, registration for practice in British Columbia, and a valid Yukon Permit to Practice engineering will not be considered further.

H.4.2 Point rated requirements

DEMONSTRATED EXPERIENCE

For the **Professional Mechanical Engineer**, provide **examples** of projects which demonstrate technical expertise and experience as described below. **Projects must have been completed between January 2013 and the closing date of this solicitation to be considered.**

Maximum two (2) pages for each proposed Professional Mechanical Engineer to describe demonstrated experience.

Provide TWO examples of projects which demonstrate personal experience in assessing building mechanical systems in the context of a building sustainability assessment.	20 pts (10 pts/project)	
Provide TWO examples of projects which demonstrate personal responsibility for identifying options to improve or upgrade building mechanical systems to enhance energy efficiency or reduce greenhouse gas emissions, including calculations of energy savings, cost savings, and payback periods.	20 pts (10 pts/project)	
Provide ONE example of a project which demonstrates personal responsibility for design of an engineered mechanical system which is intended to enhance building sustainability.	20 pts	

Professional Mechanical Engineer, total possible points: **60 pts** **MIN 75% (45 points)**

For the **Professional Electrical Engineer**, provide examples of projects which demonstrate technical expertise and experience as described below. **Projects must have been completed between January 2013 and the closing date of this solicitation to be considered.**

Maximum two (2) pages for each proposed Professional Electrical Engineer to describe demonstrated experience.

Provide TWO examples of projects which demonstrate experience in assessing building lighting or electrical systems in the context of a building sustainability assessment.	20 pts (10 pts/project)	
Provide TWO examples of projects which demonstrate responsibility for identifying options to improve or upgrade building lighting or electrical systems, including calculations of energy savings, cost savings, and payback periods.	20 pts (10 pts/project)	
Provide ONE example of a project which demonstrates responsibility for a engineered lighting or electrical system design for the purpose of enhancing building sustainability.	20 pts	

Professional Electrical Engineer, total possible points: **60 pts** **MIN 75% (45 points)**

H.5 Sustainable Buildings Professionals

H.5.1 Mandatory requirement

ACCREDITATION

The Bidder must specify **TWO Sustainable Buildings Professionals**. The Sustainable Buildings Professionals must meet the mandatory requirement which is current LEED AP accreditation. To be evaluated, it is requested that scans or photocopies of the Sustainable Buildings Professionals' LEED AP accreditation be provided with the proposal at bid close.

If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them.

Bidders' proposals which fail to provide evidence of the proposed Sustainable Buildings Professionals' accreditation will not be considered further.

H.5.2 Point rated requirements

DEMONSTRATED EXPERIENCE

For each **Sustainable Buildings Professional**, provide examples of projects which demonstrate technical expertise and experience as described below. **Projects must have been completed between January 2013 and the closing date of this solicitation to be considered.**

Maximum two (2) pages for each proposed Sustainable Building Professional to describe demonstrated experience.

Provide TWO examples of projects which demonstrate experience in identifying technical options (with calculations of costs and payback periods) for 1. occupant renovations or improvements to existing building systems OR 2. improvements to existing building operations and management to achieve LEED or Green Globes goals or certification.	40 pts (10 pts/project)	
Provide ONE example of a project which demonstrate experience in energy or greenhouse gas auditing or assessment at a building or facility.	20 pts (10 pts/project)	
Provide ONE example which demonstrates experience in preparation of an application for LEED or Green Globes certification on behalf of a client.	20 pts (10 pts/project)	

Sustainable Buildings Professional, total possible points: 80 pts MIN 75% (60 Points)

H.6 Other Categories of Personnel

H.6.1 Building Assessment Technicians

The Bidder must specify **TWO** Building Assessment Technicians, each having a minimum of 3 years demonstrated experience in field data-gathering to support a sustainable buildings assessment.

Provide Resumes for TWO Building Assessment Technicians which demonstrate that each Technician has a minimum of 3 years experience in field data-gathering to support a sustainable buildings assessment	20 pts (10 pts each)	
---	-----------------------------	--

Building Assessment Technicians, total possible points 20 pts

H.6.2 CADD/Drafting Technician

The Bidder must provide an hourly rate for a **CADD/Drafting Technician**. It is not necessary to specify technical or educational experience for this category.

TOTAL POSSIBLE POINTS: 300 PTS.

H.7 Evaluation Procedures

H.7.1 Technical Evaluation

H.7.1.1 Mandatory Requirements

Failure to meet any of the following mandatory criteria after the 24 hour notice of request will render your submission non-responsive and it will be given no further consideration.

Item #	Description	Education and Certification	Provided Proof documents (Y/N)	Mandatory requirements met (Y/N)
H.4.1	Professional Mechanical Engineer Must specify: 2 Individuals	<ul style="list-style-type: none"> Bachelor of Engineering Professional Engineer designation Registration as a Professional Engineer in British Columbia Permit to Practice issued by the Association of Professional Engineers of Yukon 		
H.4.1	Professional Electrical Engineer Must specify: 2 Individuals	<ul style="list-style-type: none"> Bachelor of Engineering Professional Engineer designation Registration as a Professional Engineer in British Columbia Permit to Practice issued by the Association of Professional Engineers of Yukon 		
H.5.1	Sustainable Buildings Professionals Must specify: 2 Individuals	LEED AP Accreditation		

H.7.2 Point Rated Requirements

In order to be considered for contract award, the Bidder's technical proposal **must score a minimum of 75% of the maximum points available for each professional category** (i.e. the Project Managers, Professional Mechanical Engineers, Professional Electrical Engineers, and Sustainable Buildings Professionals categories). Proposals which fail to score the minimum 75% of available marks for any professional category will be declared non-responsive and not considered further.

Section No.	Description	Maximum points	Minimum points required for the bid to be considered responsive
H.3.1	Project Managers	_____ / 80	60 pts

H.4.2	Professional Mechanical Engineers	_____ / 60	45 pts
H.4.2	Professional Electrical Engineers	_____ / 60	45 pts
H.5.2	Sustainable Buildings Professionals	_____ / 80	60 pts
H.6.1	Building Assessment Technicians	_____ / 20	N/A
	Possible Total Technical Score	_____ / 300	210

H.7.3 PWGSC Evaluation Board and Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. The final score will be a single score agreed to by the entire board

(a) Generic Evaluation Table

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

H.7.4 Financial Evaluation

- H.7.4.1 The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- H.7.4.2 Bidders must submit their price/rate proposal as outlined in Annex B – Basis of Payment.
- H.7.4.3 Bidders must submit their price/rate proposal in a **separate sealed envelope**.
- H.7.4.4 For rate evaluation purposes, a blended hourly rate will be developed based on the anticipated percentage of involvement. The firm offering the lowest blended rate will receive the full 25 points and the other bidders will be prorated accordingly.

A blended hourly rate will be calculated for each categories as follow:

For example:

Category Name	Names	Weighting in Evaluation	Firm Hourly Rate (\$CDN) Contract Award To March 31, 2019 Year 1	Firm Hourly Rate (\$CDN) April 1, 2019 To March 31, 2020 Year 2	Firm Hourly Rate (\$CDN) April 1, 2020 To March 31, 2021 Year 3	Firm Hourly Rate (\$CDN) April 1, 2021 to March 31, 2022 Option 1 - Year 4	Firm Hourly Rate (\$CDN) April 1, 2022 to March 31, 2023 Option 2 - Year 5
Project Manager	Two Named Individual	21%	\$_____	\$_____	\$_____	\$_____	\$_____
Professional Engineer (Mechanical)	Two Named Individual	21%	\$_____	\$_____	\$_____	\$_____	\$_____
Professional Engineer (Electrical)	Two Named Individual	21%	\$_____	\$_____	\$_____	\$_____	\$_____
Sustainable Building Professional	Two Named Individual	29%	\$_____	\$_____	\$_____	\$_____	\$_____

1. Project Manager – Rates for Year 1, 2, 3, including Option 1 - Year 4 and Option 2 – Year 5 will be totaled then multiplied by 21% = blended hourly rate
2. The same calculation will be done for all the categories with weight percentage.
3. All the blended rates and the Cadd/Drafting technician's rates will then be added together and the sum of that will be your Total Evaluated Price.

Note: The weighting percentage column is for evaluation purposes only and will be removed in the resulting contract.

H.8 Basis of Selection

H.8.1 Basis of Selection - Weighted Technical/Financial Split

H.8.1.1 To be declared responsive, a bid must:

- (1) comply with all the requirements of the bid solicitation;

- (2) meet all mandatory technical evaluation criteria; and
 (3) obtain the required **minimum of 75 percent (210 points)** in the technical evaluation criteria for the four professional categories identified in Section H3, H4, H5.

H.8.1.2 Bids not meeting (1) or (2) or (3) will be declared non-responsive.

H.8.1.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be **75%** for the technical merit and **25%** for the price.

H.8.1.4 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 **75%**.

H.8.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **25%**.

H.8.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

H.8.1.7 Canada intends to award **THREE Contracts**.

No of Contracts Awarded	Overall Ranking of Proposals (Technical and Financial)			
	1 st	2 nd	3 rd	
3	50%	32%	18%	
2	60%	40%		
1	100%			

- (a) Bid will be ranked, highest to lowest, based on their final combined Merit and Price score.
 (b) Up to three (3) contracts may be awarded depending on the number of responsive bids received.
 (c) The Estimated Overall Value of this requirement will be distributed among the top ranked bids as follows:

If three (3) contracts are awarded:

1st (Best Overall) = \$1,250,000.00

2nd = \$ 800,000.00

3rd = \$ 450,000.00

If two (2) contracts are awarded:

1st (Best Overall) = \$1,500,000.00

2nd = \$1,000,000.00

Dollar values do not include Goods and Services Tax (GST).

The table below illustrates an example where two bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equal 280 and the lowest evaluated price is \$100.

Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)

	Bidders		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	212/280	158/280	245/280

Solicitation No. - N° de l'invitation

EZ897-183177/A

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

EZ897-183177

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-8-41053

Buyer ID - Id de l'acheteur

VAN584

CCC No./N° CCC - FMS No./N° VME

Bid Evaluated Price	120	Not technically compliant	100
Calculations			
Technical Merit Score	$212/280 \times 75 = 56.79$		$245/280 \times 75 = 65.63$
Pricing Score	$100/120 \times 25 = 20.84$		$100/100 \times 25 = 25.00$
Combined Rating	77.63		90.63
Overall Rating	2nd		1st

FORM 1 - Bidder's Submission Information

Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Federal Contractors Program for Employment Equity (FCP EE) Certification:	See Annex E	
COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENT BOARD OF DIRECTORS OF THE BIDDER:		
NAME	TITLE	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder		



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EZ897-183177

Security Classification / Classification de sécurité

Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Public Services and Procurement Canada		2. Branch or Directorate / Direction générale ou Direction RPS/PTS Environmental Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Sustainable Buildings Contract with Task Authorizations			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>			TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité

Unclassified



Contract Number / Numéro du contrat

EZ897-183177

Security Classification / Classification de sécurité

Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

☒ No ☐ Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets:
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☐ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted:

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui

Security Classification / Classification de sécurité

Unclassified



Contract Number / Numéro du contrat

EZ897-183177

Security Classification / Classification de sécurité

Unclassified

PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non
 ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non
 ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité

Unclassified



To: - A :		PST Exempt No. - No. d'exemption de la TVP		Contract - Personne ressource		Tel. No - No. du tél.		Fax No. - No. de télécop.		Order No. No. de la commande	
		As per Contract Selon le contrat		RP/SI - PACIFIC						Order date Date de la commande	
		Contract number / Numéro du contrat								Date required Demandé pour le	
Vendor No. No. fournisseur	Contact Name - Nom du contact	Acc. No. - No. comp.	Tel. No - No. du tél.	Fax No. - No. de télécop.							
Item No. No. de l'art	Item Description Description de l'article			U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Esc.	Ext. Price Prix calculé			
Delivery Address - Adresse de livraison PWGSC/TPSGC 800 Burrard Street Vancouver BC V6Z 2V8				Invoicing Address - Adresse de facturation PWGSC/TPSGC REGIONAL DIRECTOR PACIFIC 800 BURRARD ST UNIT 219 VANCOUVER BC V6Z 0B9							
<p>Special Instructions - Instructions spéciales Security: This task authorization includes security provisions. If yes, an SRCL shall accompany all PWGSC documents. Sécurité: Cette autorisation des tâches comprend des exigences en matière de sécurité. Si oui, on doit joindre une LVERS à toutes les commandes du TPSGC.</p> <p><input type="checkbox"/> Yes Oui</p> <p><input type="checkbox"/> No Non</p> <p>The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Le numéro de la demande doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.</p> <p>Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il y a lieu.</p>											
FOB - FAB				Amount - Montant / CAD							
Terms of payment - Modalités de paiement Net 30				T. taxes - T. taxes / CAD							
Start - Debut				End - Fin				T. Amount - Montant T. / CAD			
<p>Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.</p>											
Signature(Mandatory - Obligatoire) PWGSC Authorization / Autorisation de TPSGC				Date							
Signature(Mandatory - Obligatoire) Contractor Entrepreneur				Date							
Signature(Mandatory - Obligatoire)				Date							