#### RFP # NRCan-5000041830

#### Return Bids to:

NRCan.quebec bid soumissionquebec bid soumission.RNCan@canada.ca

# Request for Proposal (RFP)

#### Proposal To: Natural Resources 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.

#### **Comments - Commentaires**

# Issuing Office

Natural Resources Canada Finance and Procurement Management Branch 1055, PEPS, CP 10380 Quebec, QC G1V 4C7

Title - Sujet RECOMMISSIONING of Parliamentary Precinct Branch's (PPB) Hope Chambers, O'Brien, Justice and Valour Buildings Solicitation No. - No de l'invitation December 19, 2018 NRCan- 5000041830 Requisition Reference No. - Nº de la demande Solicitation Closes - L'invitation prend fin at - à 02:00 PM (Eastern Standard Time (EST)) on - le January 28, 2019 Address Enquiries to: - Adresse toutes questions à: france.bolduc@canada.ca Telephone No. – N° de téléphone 418 648-5043 Destination - of Goods and Services:

Destination – des biens et services:

Natural Resources Canada 580 Booth Street Ottawa, ON K1A 0E4

Security - Sécurité

There is security requirements associated with this requirement

Vendor/Firm Name and Address

Telephone No.:
Email address:

Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)

Signature Date

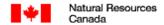
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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



#### **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: includes the certifications to be provided;
- Part 6 Security 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 and the Security Requirements Check list

The Appendix includes the Evaluation Criteria and the Financial Proposal Form.

#### 1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to seek professional services for the Partial Recommissioning of Parliamentary Precinct Branch's (PPB) Hope Chambers, O'Brien, Justice and Valour Buildings.

Recommissioning (RCx) is a process dedicated to attaining optimal energy performance in buildings, by ensuring that the equipment and systems in place work in an adequate and efficient manner to meet the owners' operational requirements and expectations. The process often helps resolve problems that arise during the building design and construction phase or when dealing with issues that arise during the building's lifespan. For the purposes of this project, Partial RCx consists of the process defined as RCx (see Annex A), however, the timeline of the work is restricted to one season (i.e. Phase 1: Planning and Phase 2a): RCx Investigation – Winter); and Phase 2b): RCx Investigation – Mid-season and Summer, Phase 3: Implementation, and Phase 4: Hand-off and Persistence are optional.

The Hope Chambers, O'Brien, Justice and Valour Buildings were identified as good candidates for partial RCx based on the results of a pre-selection evaluation for readiness and suitability conducted by NRCan.

A site visit will not be conducted for the purposes of preparing a proposal.

The firm deliverable are due no later than March 29, 2019, but there are optional services with different deliverable dates.

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

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information on personnel and organization security screening or security clauses, bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website".

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: Delete entirely
- Under Subsection 2 of Section 20: Not applicable

#### 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCan.guebec bid soumission-quebec bid soumission.RNCan@canada.ca

#### **IMPORTANT**

It is requested that you write the following information in "Subject" of the e-mail:

NRCan-5000041830 - Recommissioning of Parliamentary Precinct Branch's (PPB)

Hope Chambers, O'Brien, Justice and Valour Buildings

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

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

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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.

#### 2.4 Applicable Laws

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

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.

# 2.5 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



#### **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one (1) electronic copy)

Section II: Financial Bid (one (1) electronic copy in a separate file)

Section III: Certifications (one (1) electronic copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

# Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2. The total amount of Applicable Taxes must not be shown.

# Section III: Certifications

Bidders must submit the certifications required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 Appendix 1 – Evaluation Criteria.

#### 4.2 Basis of Selection

# 4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **60 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating. Then they will be ranked in ascending order from highest to lowest to determine the "right of first refusal" basis.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.14	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30.00
Combined Ra	ting	84.18	73.14	77.70
Overall Ratino	i	1st	3rd	2nd



#### 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. 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 Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, 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 – List of Names

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder:
OR
Name of each member of the joint venture:



Member 1:			
Member 2:	 	<del></del>	
Member 3:		<del></del>	
Member 4:		<del></del>	

Identification of the administrators/owners:

SURNAME	NAME	TITLE

# 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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

#### 5.2.3 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.

# 5.2.4 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.

#### 5.2.5 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:

40.	Natural Resources
<b>T</b>	Canada

a.	name of former public servant;
b.	date of termination of employment or retirement from the Public Service.
ormer oublist	viding this information, Bidders agree that the successful Bidder's status, with respect to being a public servant in receipt of a pension, will be reported on departmental websites as part of the ned proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the ines on the Proactive Disclosure of Contracts.
Nork	Force Adjustment Directive
	he Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force ustment Directive? <b>Yes</b> ( ) <b>No</b> ( )
f so, t	he 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:
	<ul> <li>start date</li> <li>end date</li> <li>and number of weeks</li> </ul>
g. for	number and amount (professional fees) of other contracts subject to the restrictions of a work ce adjustment program.
	Professional fees Amount
	<del></del>

paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

# 5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - ٧. a partnership

vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

#### OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

☐ Our Company is <u>NOT an Aboriginal Firm</u> , as identified above.
☐ Our Company is an Aboriginal Firm, as identified above.

#### **PART 6 - SECURITY REQUIREMENTS**

# 6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) 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. For additional information on security requirements, Bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### **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 t	he Work in accord	lance with the Statemer	it of Work at Annex A and the
Contractor's technical bid entit	led , dated	. (to be complet	ed at contract award)

#### 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the Statement of work – 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 contract end date by sending a written notice to the Contractor.

#### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u>(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

<u>2010B</u> (2018-06-21), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

#### 7.3 Dispute Resolution

#### Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

# Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of

hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

# 7.4 Security Requirements

- **7.4.1** The following security requirements (*SRCL* and related clauses provided by *ISP*) apply and form part of the Contract.
- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any **CLASSIFIED/PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. 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).

#### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2019 inclusive.

#### 7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional period of nine (9) months under the same conditions. The Contractor agrees that, during

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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 (ten) 10 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.

# 7.6 Responsables

# 7.6.1 Autorité contractante

L'autorité contractante pour le contrat est:

France Bolduc Spécialiste en approvisionnement Ressources naturelles Canada 1055, rue du P.E.P.S., C.P. 10380 Québec, QC G1V 4C7 418 648-5043 france.bolduc@canada.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.

# 7.6.2 Project Authority (to be provided at contract award)

Name: Title: Organization: Address: Telephone:

The Project Authority for the Contract is:

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.

#### 7.6.3 Contractor's Representative (to be provided at contract award)

Name:
Title:
Organization:
Address:

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

#### 7.7 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 <u>Public Service Superannuation Act</u> (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.

# 7.8 Payment

#### 7.8.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **OPTIONAL SERVICES**

#### 7.8.2 Basis of Payment – Limitation of Expenditure (only 3.2 – Annexe A)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award), Applicable Taxes are extra.

#### 7.8.2.1 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. (Insert le amount of Limitation of Expenditure), applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

# 7.8.3 Method of Payment - Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

# 7.9 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:		
nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca		
Note: Attach "PDF" file. No other formats will be accepted		
OR		
Fax:		
Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b>		
Note: Use highest quality settings available.		

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_

Invoicing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485

### 7.10 Certifications

# 7.10.1 Compliance

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

#### 7.11 Applicable Laws

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

### 7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2018-06-21), Professional Services Medium Complexity, apply to and form part of the Contract
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_, (insert date of bid)

7.13	Foreign Nationals	Canadian Contractor	<b>OR</b> Foreign Contractor	١
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SACC Manual clause A2000C	(insert date) Foreign Nationals (Canadian Contractor)
OR	
SACC Manual clause A2001C	(insert date) Foreign Nationals (Foreign Contractor)

# 7.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### 7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



#### **ANNEX A - STATEMENT OF WORK**

# PARTIAL RECOMMISSIONING C – ONTARIO REGION

# **Definitions**

**Definition of Recommissioning (RCx):** A process dedicated to attaining optimal energy performance in buildings, by ensuring that the equipment and systems in place work in an adequate and efficient manner to meet the owners' operational requirements and expectations. The process often helps resolve problems that arise during the building design and construction phase or when dealing with issues that arise during the building's lifespan. RCx inspections, analyses and repair techniques serve as a guide and help provide solutions that fulfill the ongoing needs of occupants, in accordance with existing equipment and system limitations. RCx measures generally have simple return on investment periods that do not exceed 3 to 5 years.

**Definition of Partial Recommissioning:** For the purposes of this project, partial RCx consists of the process defined as RCx above, however, the timeline of the work is restricted **to one season (i.e. Phase 1: Planning and Phase 2a):** RCx Investigation – Winter). Phase 2b): RCx Investigation – Mid-season and Summer, Phase 3: Implementation and Phase 4: Hand-off and Persistence (as described below) are optional.

# **Description of needs**

In 2008, the Federal Sustainable Development Act (FSDA) was passed by Parliament. It provides the Government of Canada with the legal framework for developing and implementing comprehensive sustainable strategies that makes all departments or agencies accountable for compliance. The current national target is to reduce Canada's total greenhouse gas (GHG) emissions by 30% by 2030, relative to 2005 emission levels. To set an example, the Government of Canada has committed to take action to reduce the GHG emissions from federal government buildings and fleets by 40% below 2005 levels by 2030 and up to 80% by 2050.

The partial RCx of the buildings listed in Table 1 will help the respective departments achieve the above-mentioned targets. The buildings were identified as good candidates for partial RCx based on the results of a pre-selection evaluation for readiness and suitability conducted by NRCan. The results of the pre-selection evaluation for each building are available in **Annex A5A5** (i.e. the pre-screening questionnaire results).

TABLE 1 - LIST OF BUILDINGS THAT WILL UNDERGO PARTIAL RECOMMISSIONING

Province	Department	Building	Address and postal code	City	
C-Ontario	Parliamentary Precinct Branch (PPB)	C1a-Hope Chambers Building and C1b-O'Brien Building	61-63 Sparks Street, K1P 5A5 65 Sparks Street, K1P 5A5	Ottawa	
		C2-Justice Building	249 Wellington Street, K1A 0G9		
		C3-Valour Building	151 Sparks Street, K1P 5B5		



# Overview of buildings

# C-Ontario

# C1a-PPB, Hope Chambers Building and C1b-O'Brien Building, Ottawa

The Hope Chambers Building and the O'Brien Building (63-65 rue Sparks) act as one asset with common utilities, BACS, fire alarm and floor connectivity on the 2nd level. The area is 3,100 m2 for both buildings (63-65 Sparks Street). They are described below separately for the purposes of this document.

# C1a-Hope Chambers Building, 61-63 Sparks Street, Ottawa

## **Description**

The Hope Chambers Building is located at 61-63 Sparks Street, in Ottawa. It was built in 1910 and has been designated as a "Recognized" Heritage Character Building. The total of its 2,620 m<sup>2</sup> area is distributed on nine levels and a basement.

#### Areas by type of use

Previously, the ground level and the basement were occupied by a bank, but they are now vacant, as is the fifth floor. The remaining floors are occupied by commercial tenants.

The occupancy schedule of the building, for the 120 workers, is 7:00 a.m. to 5:00 p.m., Monday to Friday. The building is considered empty during any other time range. Since additional parameters are required for energy modeling, these parameters are estimated using the following values, from the Model National Energy Code for Buildings (MNECB 1997):

Table 1: Implicit Theoretical Peak Values for Internal Loads

VOCATION	OCCUPANCY DENSITY (m²/pers.)	PLUG LOAD (W/m²)	SANITARY WATER HEATING (W/pers.)	VENTIL. RATE (L/s/m²)	OPERATION SCHEDULE (MNECB, T-4.3.2.C)
Offices	20	7,5	90	0,5	A

#### Date of construction

1910

# Expansion and/or major renovations, when applicable

No major renovations.

# **Energy consumptions and costs**

See Annex A4

#### Building systems and equipment

See Annex A4A4

#### Focus of the RCx project

The focus of the RCx activities should include a total systems condition analysis and provide a report containing optimization measures and energy efficiency modification project suggestions in order to maximize energy efficiency.

Note that secret clearance is required.



# Additional information

**Annex A4** List of analyzed systems and utilities report **Annex A5** Pre-screening questionnaire results

# C1b - O'Brien Building, 65 Sparks Street, Ottawa

#### Description

The building was erected in 1875 at 65 Sparks Street in Ottawa. It has four floors including the ground floor and basement, and is situated between the Nelms building and the Hope building.

It has a door opening directly onto Sparks Street and can also be accessed through an alley at the rear of the building by passing through the Nelms Building. The extension on the ground floor at the rear of the O'Brien building is not part of the property and is in fact a section pertaining to the Nelms.

Access to the second and third floors of the O'Brien is available through the Hope Building. The ground floor of the building is tenant space, currently vacant, and is being used as a storage area.

### Areas by type of use

The building has four floors including the ground floor and basement:

Basement:	Bicycle Shop
Ground Floor:	The ground floor of the building is tenant space, currently used by a bicycle
	shop
Floor 2:	The 2nd floor is used for PCO (Privy Council Offices).
Floor 3:	PMO (Prime Ministers Office function)
	According to the technical staff and as detected from the audit, the facility
	houses 3 full time workers between 9:00 a.m. and 10:00 p.m. during normal
	business days on the 3rd floor. On the same floor, there are 2 full time workers
	present between 7:30 a.m. and 8:30 a.m. and between 9:30 p.m. and 11:30
	p.m. During the night, from 11:30 p.m. to 7:30 a.m., there is 1 full time worker
	present on the 3rd floor. On weekends, there are 2 full time workers during the
	day shift, 1 full time worker during the evening shift, and 1 full time worker
	during the night shift.

Since additional parameters are required for energy modeling, these parameters are estimated using the following values from the Model National Energy Code for Buildings (MNECB):

Table 1: Implicit Theoretical Peak Values for Internal Loads

VOCATION	OCCUPANCY DENSITY (m²/PERS.)	PLUG LOAD (W/m²)	SANITARY WATER HEATING (W/PERS.)	VENTIL. RATE (L/s/m²)	OPERATION SCHEDULE (MNECB, T-4.3.2.C)
Storage	9999	6.0	0	0	-
Offices 2 <sup>nd</sup> floor	5	7.5	90	50	А
Offices 3 <sup>rd</sup> floor	5	7.5	90	50	Н

# Date of construction

1875

#### Expansion and/or major renovations, when applicable

Since its original construction, the envelope does not seem to have undergone any major work. The 2nd and 3rd floors have been renovated, although the 2nd floor has recently been renovated whereas the 3rd floor was renovated some time ago.

## Energy consumptions and costs

See Annex A4.

#### Building systems and equipment

See Annex A4.

#### Focus of the RCx project

The focus of the RCx activities should include a total systems condition analysis. It should also provide a report containing optimization measures and energy efficiency modification project suggestions in order to maximize energy efficiency.

## Additional Information

Annex A4A4 List of analyzed systems and utilities reports

Annex A5 Pre-screening questionnaire results

# C2-PPB, Justice Building, 249 Wellington Street, Ottawa

#### Description

The Justice Building is located on the north side of Wellington Street at Kent in the downtown core of Ottawa (Ontario). Originally called Block D, it was built from 1935 to 1938 for the Royal Canadian Mounted Police (RCMP). The main entrance is located on the west side of the building. In 1988, the Justice Building was designated a Recognized Federal Heritage Building for its historical, architectural and environmental values.

#### Areas by type of use

Comprising 16,524 m² of gross floor space, the building has two full basement levels, nine stories above grade, a mechanical penthouse, and an elevator machine room.

The building is used as an office and the entire building is occupied by federal Members of Parliament, their staff, and House of Commons employees.

Hours of use are varied and depend largely on activity levels in the House of Commons. However, when the House of Commons is in session, the facility is occupied by up to 400 people during regular business hours of 8:00 am to 6:00 pm, Monday to Friday with occasional use of the space during evening and weekends. Occupancy is typically very low in the summer months when the House is not in session. In addition, security personnel are on site 24 hours per day, 7 days per week.

The current breakdown of space utilization is summarized<sup>1</sup> as follows:

	Usable	Shared	Building Service	Total
Area (m²)	10,457	3,404	2,564	16,425
	64%	21%	16%	100%

<sup>&</sup>lt;sup>1</sup> Reference: PWGSC Space Audit Summary, January 11,2016 as reference in Energy Audit Report by CDM Energy Solutions Inc., March 31, 2017



As shown, usable space represents 64%, followed by Shared at 21%, and Building Service at 16%.

# Date of construction

From 1935 to 1938

# Expansion and/or major renovations, when applicable

Between 1998 and 2001, the Justice Building was renovated to create permanent office space for 85 members of Parliament and their staff. The major interior renovations included mechanical and electrical.

#### Building systems and equipment

See Annex A4A4 List of analyzed systems and utilities reports

#### Focus of the RCx project

The focus of the RCx activities should include a total systems condition analysis and provide a report containing optimization measures and energy efficiency modification project suggestions in order to maximize energy efficiency.

Note that secret clearance is required.

# Additional Information

**Annex A4** List of analyzed systems and utilities reports

Annex A5 Pre-screening questionnaire results

# C3-PPB, Valour Building, 151 Sparks Street, Ottawa

# **Description**

The Valour Building is located at 151 Sparks Street on the northeast corner of Sparks and O'Connor Streets in the downtown core of Ottawa. Formerly called La Promenade Building, it is a Class B office and retail building comprising 19,236 square metres of inside gross area and 13,833 square metres of rentable area. The building is physically linked at ground level to the neighbouring Victoria Building to the north, a federal building that fronts onto the south side of Wellington Street and houses members of the Senate of Canada. The Valour Building is also physically linked to the former Bank of Nova Scotia Building (125 Sparks Street), above and below ground.

#### Areas by type of use

The building consists of ten storeys of offices (floors 3 through 12) accessed through a main entrance on Sparks Street. The second floor includes committee rooms and support space. The ground floor is occupied by operations functions and six retail shops that are accessed directly from entrances along Sparks Street. The building has two levels of below grade parking (47 spaces), which is accessed through an entrance on O'Connor Street. The House of Commons is the main building occupant of Valour Building, occupying 89% of the rentable area. The Senate of Canada shares the loading dock and occupies most of the parking facility in basement.

The current breakdown of space utilization is summarized<sup>2</sup> as follows:

	Usable	Common	Building Service	Parking	Total
Area (m²)	12,043	1,790	3,808	1,596	19,236
%	63%	9%	20%	8%	100%

<sup>&</sup>lt;sup>2</sup> Reference: PWGSC Space Audit Summary, September 19, 2016.

As shown, Usable space represents 63%, followed by Building Service at 20%, Common at 9%, and Parking at 8%.

The facility is primarily occupied by approximately 400 people during general office hours of 8:00 am to 6:00 pm, Monday to Friday with occasional use of the space during evening and weekends – particularly when the House of Commons is in session. In addition, security personnel are on site 24 hours per day, 7 days per week.

#### Date of construction

It was constructed in 1970-71 and acquired by Public Works Canada in 1973.

#### Expansion and/or major renovations, when applicable

In 2010, it underwent a major renovation and fit up including all interior elements and the replacement of mechanical and electrical systems, and windows.

# **Building systems and equipment**

See Annex A4

## Focus of the RCx project

The focus of the RCx activities should include a total systems condition analysis and provide a report containing optimization measures and energy efficiency modification project suggestions in order to maximize energy efficiency.

#### Additional Information

Annex A4 List of analyzed systems and utilities reports

Annex A5 Pre-screening questionnaire results

# **Objectives of Recommissioning Work**

The main objective of the services requested is to reduce GHG emissions resulting from the energy consumption of the building. This GHG reduction is accomplished through the use of RCx or, in this case, partial RCx.

Other objectives may include, but are not limited to:

- Identifying operational and maintenance enhancements that result in improvements in energy efficiency, occupant comfort, and/or indoor air quality;
- Optimizing control systems through calibration of critical sensors, review metered data and trend logs, and functional equipment testing;
- Enhancing documentation of operational and maintenance (O&M) requirements for equipment and systems;
- Documenting baseline operating conditions through trending of performance measurements; and
- Identifying O&M staff training needs.

# **Description of Work**

The work statement complies with the Building Commissioning Association (BCA)'s "Best Practices in Commissioning Existing Buildings" document, along with CanmetENERGY's "Recommissioning (RCx) Guide for Building Owners and Managers" 4.

<sup>&</sup>lt;sup>3</sup> http://www.bcxa.org/wp-content/pdf/BCA-Best-Practices-Commissioning-Existing-Construction.pdf

<sup>&</sup>lt;sup>4</sup> http://www.nrcan.gc.ca/energy/efficiency/buildings/research/optimization/recommissioning/3795

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The duties that the contractor may be required to accomplish include but are not limited to:

An actual recommissioning mandate applicable to specific buildings. The mandate includes the following activities:

Phase Description	Expected deliverables*
Phase 1: Planning Planning work in an effort to define the objectives, scope, owner's operational requirements, calendar and documentation included in the project.	1.0 Kick-Off Meeting** 1.1 RCx Plan 1.2 Owner's Operating Requirement
Phase 2a): RCx Investigation – Winter Investigations to assess and recommend recommissioning measures for electromechanical systems, in order to reduce energy consumption and GHG emissions. For each measure the following information will be supplied: energy consumption and cost savings, GHG reductions, investment costs and simple payback. All energy-consuming systems will be analyzed. A list of major systems and equipment to be analyzed is supplied in the ANNEX A4 including the main areas to be investigated in each case. Take note that for this partial RCx project, only the heating season is considered in the investigation. The investigation for the other modes of operation (summer and midseason) are optional.	2.0 Post-Planning Phase Meeting** 2.1 Diagnostic Monitoring Plan 2.2 Functional Testing Plan 2.3 Findings Log 2.4 RCx Investigation Report 2.5 End of Phase 2a Meeting **
Phase 2b): RCx Investigation – Mid-season and Summer (Optional) Investigations to assess and recommend recommissioning measures for electromechanical systems, in order to reduce energy consumption and GHG emissions. For each measure the following information will be supplied: energy consumption and cost savings, GHG reductions, investment costs and simple payback. All energy-consuming systems will be analyzed. A list of major systems and equipment to be analyzed is supplied in the ANNEX A4 including the main areas to be investigated in each case. Take note that for this partial RCx project, only the heating season is considered in the investigation. The investigation for the other modes of operation (summer and midseason) are optional.	Update the following deliverables: 2.1 Diagnostic Monitoring Plan 2.2 Functional Testing Plan 2.3 Findings Log 2.4 RCx Investigation Report
Phase 3 (Optional): Implementation Implementation of selected improvements aimed at reducing GHG emissions. The implementation methods should include design and/or specification of the improvements, a work management plan or a turnkey project plan. Implementation must also include commissioning and verification of expected GHG reduction targets.  Phase 4 (Optional): Hand-off and Persistence	3.1 Implementation Plan for Phase 2a 3.2 Tendering documents with plans and specifications, as required for Phase 2a 3.3 Implementation Report for Phase 2a If Phase 2b is actioned, then deliverables 3.1, 3.2 and 3.3 are also expected for Phase 2b  4.1 RCx Final Report including updated O&M

Phase Description	Expected deliverables*
Transferring knowledge and know-how among	Manuals and As-Built Documentation as required
building operations staff to ensure the effectiveness	for Phase 2a
of improvements made. This work will include	4.2 Persistence Plan for Phase 2a
training operations staff and building awareness	4.3 Training materials and training sessions for
among occupants. A persistence plan will be	Phase 2a
provided, in which operational and energy	4.4 Project Hand-off/Lessons Learned Meeting for
performance targets will be established to measure	Phase 2a
and follow up on results.	If Phase 2b is actioned, then deliverables 4.1, 4.2,
·	4.3 and 4.4 are also expected for Phase 2b

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# Annex A3 includes some templates and samples

- A3 1.1 ANNEX ENGLISH Building Owner's Operating Requirements.xls
- A3 2.1 ANNEX ENGLISH Template Diagnostic Monitoring Plan.doc
- A3 2.3 ANNEX ENGLISH Findings Log.xls
- 🔼 A3 3.1 ANNEX ENGLISH Implementation Plan Template and Sample.pdf
- 🔼 A3 3.3 ANNEX ENGLISH Implementation Report Template and Sample.pdf
- 🔼 A3 4.2.1 ANNEX ENGLISH Operational Persistance Matrix.pdf
- 🔼 A3 4.2.2 ANNEX ENGLISH Calibration and Maintenance Checks.pdf

# **Incentives**

The contractor is responsible for obtaining in their name or for the building undergoing RCx all incentives available and applicable:

- Incentives for Recommissioning services or equivalent
- Incentives for Implementation of measures (Optional)

The details on the available incentives (organization, categories, amounts, etc.) must be presented by the consultants during the kick-off meeting. Please note that some incentive requests and applications might need to be completed at the beginning of the project.

# Schedule of work

It is required that the proposal specify the implementation schedule (milestones, deliverables and completion dates) that will allow the service provider to meet the project deadlines, as per the table below.

Project phase	Project Deadlines
PHASE 1: Planning Including deliverables 1.0 1.1 & 1.2	3 weeks after contract awarded
PHASE 2a: RCx Investigation - Winter season Including deliverables 2.1, 2.2, 2.3 & 2.4	March 31 <sup>st</sup> , 2019

<sup>\*</sup>see Annex A1 for the minimal content requirements for deliverables

<sup>\*\*</sup> The contractor is responsible for scheduling, managing the logistics and the writing the minutes of all meetings.



<b>OPTIONAL SERVICES (Estimated deadlines</b>	)
PHASE 2b: RCx Investigation - mid-season	August 31 <sup>st</sup> , 2019
and Summer	
Including updated deliverables 2.1, 2.2, 2.3	
& 2.4	
PHASE 3: Implementation (plans and specs)	November 30 <sup>th</sup> , 2019
Including deliverables 3.1 and 3.2 for Phase 2a,	
and Phase 2b, if actioned	
PHASE 3: Implementation of measures	January 31 <sup>st</sup> , 2020
Including deliverable 3.3 for Phase 2a, and	
Phase 2b, if actioned	
PHASE 4: Hand-off and Persistence	March 31 <sup>st</sup> , 2020
Including deliverables 4.1, 4.2, 4.3 & 4.4 for	
Phase 2a, and Phase 2b, if actioned	

# **REQUIREMENTS**

The contractor is responsible for ensuring that all staff understand and adhere to federal and provincial laws on personnel's security, the *Canada Labour Code* – Part II (Workplace Health and Safety), and CSA Standard Z320-11 (Building Commissioning).

Contractors may be calling on to work in a variety of conditions, including in very remote regions and/or city centres.

# OFF-PAGINATION DOCUMENTS MUST BE INSERTED AT THIS POINT OF THIS DOCUMENT

- A1 ANNEX ENGLISH Minimal content requirements for RCx deliverables.docx
- A3 1.1 ANNEX ENGLISH Building Owner's Operating Requirements.xls
- A3 2.1 ANNEX ENGLISH Template Diagnostic Monitoring Plan.doc
- A3 2.3 ANNEX ENGLISH Findings Log.xls
- 🔼 A3 3.1 ANNEX ENGLISH Implementation Plan Template and Sample.pdf
- 🔼 A3 3.3 ANNEX ENGLISH Implementation Report Template and Sample.pdf
- 🔁 A3 4.2.1 ANNEX ENGLISH Operational Persistance Matrix.pdf
- 🔼 A3 4.2.2 ANNEX ENGLISH Calibration and Maintenance Checks.pdf
- A4 ANNEX BILINGUAL List of analyzed systems PPB.xlsx
- 🔼 A5 ANNEX ENGLISH Pre-screening questionnaire results PPB Hope & O'Brien.pdf
- 🔼 A5 ANNEX ENGLISH Pre-screening questionnaire results PPB Justice.pdf
- 🔼 A5 ANNEX ENGLISH Pre-screening questionnaire results PPB Valour.pdf

# **ANNEX B - BASIS OF PAYMENT**

(to be completed at contract award)



# **ANNEX C - SECURITY REQUIREMENTS CHECK LIST**

18-182

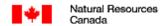
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4. Brief Description of Work / B	rève dascription d	u travall				_	
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<ol> <li>a) Will the supplier require a Le fournisseur aura-t-il so</li> </ol>	ccess to Controlle	d Goods?			1	No Non	Ye
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8 b) Will the supplier and its er PROTECTED and/or CLA Le foumisseur et ses emp	riployees (e.g. cle SSIFIED informat loyes (p. ex. netto	aners, maintenance personnel) require	scoàs à des zo			Non _	Yes
		rement with no overnight storage? visition commerciale sans entreposag	e de nuit?			Non L	Ye
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7. c) Level of Information / Nivo	eu d'information					12.00	
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



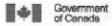
Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 149548 Security Classification / Classification de sécurité

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		g are identified, a Security Classification Guide must be provid t de contrôle de sécurité sont requis, un guide de classificat		
	screened personnel be used for por	ons of the work?	No /	Yes
Du pers	sonnel sans autorisation sécuritaire	out-il se voir confler des parties du travail?	Non ✓	Out
	will unscreened personnel be eecort affirmative, le personnel en question		No /	Yes
			L Non ₩	Out
		C - MESURES DE PROTECTION (FOURNISSEUR)		
INFORMATI	ON / ASSETS / RENSEIGNEM	NTS / BIENS		
11. p) Will the	supplier to required to receive and	store PROTECTED and/or CLASSIFIED information or asset	ts on its site of	Tyes
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CLASS	IFIE57			
	supplier be required to safeguard C		77 No [	TYes
Le four	nissaur sera-t-il tanu de protéger de	renseignements ou der biens COMSEC?	√ Non	Oui
PRODUCTIO	DN			-
11. c) Wil the p	production (manufacture, and/or repu	and/or modification) of PROTECTED and/or CLASSIFIED me	terial or equipment	nYes
occur at	t the supplier's alte or promises?		√ Non	Out
Les inst	aliations du fournisseur serviront-eile: LASSIFIÉ?	à la production (fabrication et/ou réparation et/ou modification)	de matériel PROTEGE	-
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11, d) Will the	supplier be required to use its IT syste	ris to siectronically process, produce or store PROTECTED is	nd/or CLASSIFIED No No	Yos
	tion or data?	res systèmes informatiques pour traiter, produire ou stocker de	Non L	Oul
	nements ou des données PROTÉGÉ		ou o aquanta i que	
Dispose		plier's IT systems and the government department or egency système informatique du fournisseur et celui du ministère ou d		Oui
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Contract Number / Numéro du contrat

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#### **APPENDIX 1 - EVALUATION CRITERIA**

Bidders are advised to address these criteria in the following order and in sufficient depth in theirproposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

# 1. TECHNICAL CRITERIA

#### 1.1 MANDATORY EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Project Manager and proposed resources hold secret clearance.  The Project Manager and proposed resourced are affiliated with a professional commissioning services firm.  The Project Manager has a minimum of 5 years experience in		
	Recommissioning (investigation).  NOTE: The Project Manager is the one who will conduct the site visit during the investigation phase. He will also be the responsible for overseeing the whole project, from project coordination to the approval and submission of deliverables.		
M2	Complete Table A below in reference to the rated criterion R2		



#### 1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must obtain a minimum of 60 points (60%) for all rated criteria in order to be considered as meeting the rated technical criteria; proposals that do not obtain the required minimum points will be deemed non-compliant.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	Quality of the proposed plan and approach	20 points	
	Provide a brief overview of the RCx project plan (i.e. approach to services) and a proposed work schedule for all 4 buildings.		
	Work Plan:		
	<ul> <li>The Bidder should describe their understanding of the project scope and its challenges and the approach chosen to meet the objectives of the mandate. (5 points)</li> </ul>		
	<ul> <li>The Bidder should provide a well-structured work plan that outlines the different steps that are needed. Points will be allocated comparing the work plan to our requirement. (5 points)</li> </ul>		
	<ul> <li>Work Schedule: The Bidder should specify the milestones and schedule that will meet the project deadlines (5 points)</li> </ul>		
	<ul> <li>Highlight how the special needs of the buildings described in the RFP - Annex A will be addressed (5 points)</li> </ul>		
R2	Resource experience in performing recommissioning projects		
	Tenderers may submit a maximum of three (3) projects completed within the last three (3) years of the closing date of this RFP demonstrating that the proposed Project Manager has experience in leading RCx projects.		
	Consideration will also be given to the strength and experience of the team.		
	The projects submitted must comply with the definition of RCx in the proposed scope of work.		

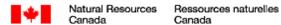
	Using Table A to structure the information, clearly describe the information below for each project:  • the role and responsibilities of the Project Manager	60 points (20 points / project)
	and all other resource(s);	project)
	<ul> <li>the building type and total floor space (A);</li> </ul>	
	<ul> <li>total project cost (B);</li> </ul>	
	<ul> <li>top two (2) RCx measures that were implemented, the associated implementation cost, energy savings (in gigajoule and/or cost saved and/or expressed in %) and simple payback period for each;</li> </ul>	
	<ul> <li>how the project (scope, building type, objectives, process and outcomes) demonstrate relevant experience and qualification to successfully complete the project proposed in this RFP and meet the "heritage" needs of the buildings described in this RFP – Annex A</li> </ul>	
	(A) Preference will be given to projects where the total building floor space was greater than 5,000 m² and/or (B) the total cost of the project (fees and work) was greater than \$30,000.	
	<b>NOTE 1:</b> The information provided for R2 should not exceed ten (10) pages. NRCan reserves the right to disregard any portion exceeding the tenth page.	
	<b>NOTE 3:</b> References could be contacted to confirm the information provided.	
R3	Quality of the Proposal	5 points
	The quality and clarity of the proposal will be assessed according to the following criteria:	
	<ul> <li>Structure, where the compatibility between the structure of the document and that outlined in the assessment criteria.</li> </ul>	
	Ease with which relevant information can be obtained.	
	Format <sup>(*)</sup>	
	Quality of visual presentation	
	Overall clarity of information	
	(*) The proposal should contain less than fifteen (15) 8½" x 11" pages in total and be typed using at least a 10-point font. The appendices are not included in these 15 pages.	

100 points

R4	Overall Client Satisfaction  The bidder must provide a letter of reference from (one) 1 project client (referenced in R1). The letter will be evaluated for overall client satisfaction (were the deliverables, the budget and schedule are respected).	5 points
R5	Practitioner Certification (i)  Provide a valid recommissioning training certificate  (i) To verify certification, the applicant must provide an achievement certificate, valid at the time the proposal is submitted, obtained after a building commissioning or existing building recommissioning exam, delivered by a recognized institution.  → The following table provides a partial list of recognized certificates and institutions. Certificates not mentioned in this table will require the tenderer to provide a detailed description of the training content, the name of the certifying institution as well as a copy of the certificate, valid at the time of the proposal.	10 points
	If available, the certificate is to be provided in the appendix to the proposal	

Cx & RCx certification	RNCan NRCan	CIET	AEE	BCA	NEBB	ASHRAE	ACG	UWisconsin
NRCan (Advanced course on RCx + Exam Certificate) RNCan (Cours avancé en RCx + Certificat d'examen)	*	*						
CBCP (Certified Building Commissioning Professional)		*	*					
CBCF (Certified Builfing Commissioning Firm)			*					
EBCP (Existing Building Commissioning Professional)			*					
CCP (Certified Commissioning Professional)				*				
RCxEB-CP (Retrocommissioning of Existing Building Certified Professional)					*			
BSC-CP (Building System Commissioning Certified Professional)					*			
CXPP (Commissioning Process Porfessional)					*			
BCxP (Building Commissioning Professional)						*		
CBMP (Commissioning Process Management Professional)						*		
CCA (Certified commissioning Authority)							*	
QCPP (Qualified Commissioning Process Provider)								*
CPEB (Commissioning Process Existing Buildings)								*

**Total points** 

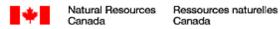


Note: The criterions R1, R2, R3, R4 & R5 will be evaluated according to the evaluation grid below.

EVALUATION GRID				
Excellent (100%)	Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements.			
Very good (80%)	Submitted information clearly indicates a full understanding of all rated criteria elements.			
Good (60%)	Submitted information clearly indicates a full understanding of most of rated criteria, but not all.			
Unsatisfactory (40%)	Submitted information indicates some understanding of criteria outlined, but does not demonstrate a full understanding of all rated criteria.			
Poor (20%)	Submitted information indicates that the tenderer has minimal understanding of the criteria outlined.			
Not acceptable (0%)	Submitted information does not meet criteria.			

Table A - Rated Technical Criteria R2

Proje	Maximum Points	
Project Title Role and responsibilities of the Project Manager and team (5 points)	1. The tenderer's role and responsibilities in the planning and investigation phases of the RCx project. Briefly describe the scope of work and the services provided:  a. Planning the work;  b. Scope of the RCx analysis (i.e. systems and equipment that were investigated)  c. Method for calculating savings.  2. The tenderer's role in implementing the RCx measures. Briefly describe the services provided:  a. Engineering of selected measures;  b. Management or execution of work involved.  3. The tenderer's role in the transfer and persistence phase. Provide the following information where applicable:  a. Training of operations staff;  b. Method used to follow up on results, along with their duration;  c. Describe the persistence services provided to help ensure the sustainability of results.	20 points / project



Project description, building type(s)	Description:	
(specify if special purpose building),	Building Type:	
start and end date	Total floor space (m²)	
Client name/ Contact information	Total cost of recommissioning project:	
(5 points)	Date (start and end):	
(o pointo)	Systems recommissioned during this project:	
	Client name:	
	Client Telephone and email:	
Brief description of	Top two (2) RCx measures that were implemented	
the top two (2) RCx measures that were implemented	Associated implementation cost	
(5 points)	Energy savings (in gigajoule and/or cost saved and/or expressed in %)	
	Simple payback period.	
	Comparison of expected savings outlined in the analysis and actual savings generated after one year.	
	Description of other non-energy benefits.	
How the project		
process and		
outcome(s) demonstrate relevant		
experience and qualification to		
successfully complete the project		
described in this RFP and meet the		
"heritage" needs of the buildings		
described in this RFP  – Annex A (5 points)		
or pointo)		

#### **APPENDIX 2 - FINANCIAL PROPOSAL FORM**

# 1. FIRM PRICE - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages and <u>FOR ALL 4 BUILDINGS</u>:

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	PHASE 1: Planning 10% upon approval of the deliverables 1.0, 1.1 & 1.2	\$(10%)
2	PHASE 2 a): RCx Investigation – Winter 45% upon approval of the deliverables 2.0, 2.1, 2.2, 2.3, 2.4, 2.5,	\$(45%)
	OPTIONAL SERVICES	
3	<b>PHASE 2 b):</b> RCx Investigation – Mid-season and Summer 15% upon approval of the deliverable 2.0, 2.1, 2.2, 2.3, 2.4 & 2.5	\$
4	PHASE 3: Implementation 15% upon approval of the deliverables 3.1, & 3.3	\$
5	PHASE 4: Hand-off and Persistence 15% upon approval of the deliverables 4.1, 4.2, 4.3 & 4.4	\$
	Total Firm Price for Financial Proposal Evaluation:	\$(100%)

# **OPTIONAL SERVICES**

# 2. LIMITATION OF EXPENDITURE - FIRM PERCENTAGE FEE FOR IMPLANTATION MEASURES

The fees offered by the bidder for the work at 3.2 Specifications of selected measures – Annex A should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm percentage.

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Please note that the estimated costs of selected measures in the table below only consists as an estimated for evaluation. The actual percentage fee for Required Services will recognize the variability of the selected measures cost estimate.

Α	В	С	D (BxC)
DESCRIPTION Specifications of selected measures (plans and specifications if required)	FIRM PERCENTAGE FEE	ESTIMATION OF COSTS OF IMPLANTATION MEASURES	TOTAL ESTIMATED FEES
Hope Chambers Building	%	9,000.00\$	\$
O'Brien Building	%	55,000.00\$	\$
Justice Building	%	29,000.00\$	\$
Valour Building	%	65,000.00\$	\$
B - Total Cost Fees for Financial Proposal Evaluation:			\$

# 3. Bid Price

A - Total Firm Price	\$
B - Total Cost fees	\$
A + B = Total Tendered Price for Financial Proposal Evaluation:	\$