

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

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 LaurierSt./ 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**

Gatineau

Québec

**K1A 0S5**

**Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

## Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

THIS DOCUMENT CONTAINS SECURITY  
REQUIREMENTS-CE DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA SÉCURITÉ.

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Infrastructure Maintenance and Solution Services Division  
(FK)

L'Esplanade Laurier,  
East Tower 4th Floor  
L'Esplanade Laurier,  
Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

<b>Title - Sujet</b> SO Commissioning Services	
<b>Solicitation No. - N° de l'invitation</b> EP635-200926/A	<b>Date</b> 2019-12-18
<b>Client Reference No. - N° de référence du client</b> 20200926	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FK-290-78243
<b>File No. - N° de dossier</b> fk290.EP635-200926	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-01-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ghoumrassi, Hakim	<b>Buyer Id - Id de l'acheteur</b> fk290
<b>Telephone No. - N° de téléphone</b> (819)664-7321 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA IAM/ ESAP - GBI / PASE RIVERSIDE DR, A400 OTTAWA Ontario K1A0M2 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Terms of Reference (TOR), the Basis of Payment, the security requirement check list, Insurance requirements and the quarterly usage report.

### **1.2 Summary**

- 1.2.1 This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit PWGSC to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by Identified User on behalf of Canada during a specified period of time. A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User within the period specified in the call-up.
- 1.2.2 Public Services and Procurement Canada (PSPC) requires a 3rd Party Commissioning Agent to provide services including but not limited to: Full service Commissioning Process Activities as outlined in Section 4 – Scope of Services of the TOR, and Coordination of commissioning services with the Integrated Project Team which consists of PWGSC Departmental Representative, DC and Construction Management Firm.

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1.2.3 The period of the Standing Offer shall be for Five (5) years.

1.2.4 Canada intends to put in place Standing Offers with the three highest ranking Offerors.

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses.

1.2.6 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.2.7 Bid Compliance Process (PBCP) applies to this requirement.

### 1.3 Security Requirements

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

### 1.4 Debriefings

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

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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"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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

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## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **Seven (7) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

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

- If the Offeror is simultaneously providing copies of its offer 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 offer only. No prices must be indicated in any other section of the offer.

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

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

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, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, ATTACHMENT 1 to PART 3-Electronic Payment Instruments, to identify which ones are accepted.

If ATTACHMENT 1 to PART 3-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.

### 3.1.2 Exchange Rate Fluctuation

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

### Section IV: Additional Information

In Section IV of their offer, offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the offeror to enter into communications with Canada with regards to their offer, and any contract that may result from their offer;
4. for Part 2, article 3, Former Public Servant, of the Request for Standing Offer: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 1, Security Requirement, of the Request for Standing Offer:
  - a) Employee information security;
6. Offerors who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.

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### **ATTACHMENT 1 to PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror 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)

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process (PBCP) described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive

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Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve

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such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

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- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## 4.1.2 Technical Evaluation

### 4.1.2.1 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

The Phased Bid Compliance Process will apply to the required minimum number of points for the Point Rated Technical Criteria (RT) of 60 points (or 60%), as specified in Attachment 1 to Part 4 Technical Criteria.

### 4.1.2.2 Joint Venture Experience

- a) Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: An offeror is a joint venture consisting of members L and O. A request for standing offer requires that the offeror demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the offeror has previously done the work. This offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is offering.

- b) A joint venture offeror may rely on the experience of one of its members to meet any given technical criterion of this request for standing offer.

Example: An offeror is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the offeror have 3 years of experience providing maintenance service, and (b) that the offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this request for standing offer. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the offeror is requested to indicate which joint venture member satisfies the requirement. If the offeror has not identified which joint venture member satisfies the requirement, the Standing Offer Authority will provide an opportunity to the offeror to submit this information during the evaluation period. If the offeror does not submit this information within the period set by the Standing Offer Authority, its offer will be declared non-responsive.

Example: An offeror is a joint venture consisting of members A and B. If a request for standing offer requires that the offeror demonstrate experience providing resources for a minimum



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number of 100 billable days, the offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any offeror with questions regarding the way in which a joint venture offer will be evaluated should raise such questions through the Enquiries process as early as possible during the request for standing offer period.

#### **4.1.2.4 Reference Checks:**

Reference checks for the purpose of this evaluation are used to verify and validate the offeror's response. In the event of contradiction between the information provided by the reference and the one provided by the offeror, the information provided by the reference will be retained for evaluation purposes. If the information provided by the offeror cannot be verified or validated, the information will not be evaluated and the offer will receive a score of zero OR not met the criteria in question. Crown references will be accepted.

### **4.1.3 Financial Evaluation**

The evaluated price of an offer will be determined in accordance with the Basis of Payment detailed in Annex B.

## **4.2 Basis of Selection**

### **4.2.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)**

To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offer;
- (b) obtain the required minimum number of points for the Point Rated Technical Criteria (RT) of 60 points (or 60%), as specified in Attachment 1 to Part 4 Technical Criteria. The rating is performed on a scale of 100 points

- 4.2.2 Offers not meeting (a) and (b) will be declared non-responsive. Neither the responsive offer obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

- 4.2.3 The lowest evaluated price (LP) of all responsive offers will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive offer (i):  $PS_i = LP / P_i \times 30$ .  $P_i$  is the evaluated price (P) of each responsive offer (i).

- 4.2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive offer (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive offer (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

- 4.2.5 The combined rating (CR) of technical merit and price of each responsive offer (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

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4.2.6 The three (3) responsive offers with the highest combined rating of technical merit and price will be recommended for issuance of Standing Offer.

4.2.7 The table below illustrates an example where all four bids are responsive and the selection of the offeror is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)				
Bidder	Offeror 1	Offeror 2	Offeror 3	Offeror 4
Overall Score for All the Point Rated Technical Criteria	OS1: 90/100	OS2: 80/100	OS3: 70/100	OS3: 70/100
Bid Evaluated Price	P1: C\$3,000,000	P2: C\$2,750,000	P3: \$2,500,000 (LP)	P3: \$3,500,000 (LP)
Calculations	Technical Merit Score (OSi x 70 = TMSi)	Pricing Score (LP/Pi x 30 = PSi)	Combined Rating (TMSi + Psi = CR)	Rank
Offeror 1	90/100 x 70 = 63.00	2.5/3 x 30 = 25.00	88.00	1
Offeror 2	80/100 x 70 = 56.00	2.5/2.75 x 30 = 27.27	83.27	3
Offeror 3	70/100 x 70 = 49.00	2.5/2.5 x 30 = 30.00	79.00	4
Offeror 4	90/100 x 70 = 63.00	2.5/3.5 x 30 = 21.42	84.42	2

Offeror 1; Offeror 2 and Offeror 4 will be recommended for issuance of Standing Offer. Offeror 1 shall be given first consideration.

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## ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

### **POINT RATED TECHNICAL CRITERIA**

Offeror responding to this RFSO are requested to submit a fully detailed Offer that will cover a comprehensive approach to the work, pricing, and terms presented. A combination of the Technical Submission and Financial Submission will constitute the Offer.

The intention of the Third Party Commissioning Agent is to ensure independent verification. Perspective offeror will be disqualified from bidding if they provided previous Design Services specific to building equipment to be reviewed.

The evaluation criteria for this RFSO places the highest priority on the Offeror's ability to meet the technical requirements set out in the RFSO documents.

Offers which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Point Rated Technical Criteria	Bid Preparation Instructions	Unweighted Score
RT1	<u>Understanding of Objectives</u>  Provide a description of the Offeror's understanding of the commissioning objectives as described in this Request for Standing Offer (RFSO). The understanding of objectives must be described in the Offeror's own words and must not simply reiterate the content of this RFSO. The tasks and responsibilities outlined in this RFSO are to be considered as a set of minimum requirements. The Offeror may propose changes as they see fit based on their working experience, provided adequate justification is furnished.	The offeror should demonstrate how its description is relevant to the Project.	10
RT2	<u>Experience and Qualifications</u>  Offeror to demonstrate experience in commissioning complex mechanical projects (ie commissioning a project of over \$5M of construction value) within institutional and industrial environments.  Offeror to demonstrate experience commissioning concurrent, multi-phased mechanical projects with multiple stakeholders on different project sites. Offeror to provide a company profile and identify years of corporate experience in provision of	The offeror should demonstrate how its description is relevant to the Project.	

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	<p>commissioning services.</p> <p>Offeror to provide experience on projects of similar scope, budget and scale. Offeror to provide:</p> <ol style="list-style-type: none"> <li>1. An outline of a minimum of two (2) related projects. Include project challenges, how challenges were overcome and project successes.</li> <li>2. A reference for each of the projects mentioned in the response, including telephone numbers, who may be contacted by PWGSC to provide verification of similar and previous service.</li> </ol>		
RT3	<p><u>Approach and Methodology</u></p> <p>Describe the approach and methodology to be followed in completing all aspects of the project commissioning plan. Include a complete description of all activities to be conducted to implement the project commissioning.</p> <p>Provide a detailed work plan and schedule, including a breakdown of the project phases as outlined in this RFSO and the minimum level of effort of the individual team members, in person-hours, to allow a complete understanding as to how and by whom the work is to be carried out.</p>	<p>The offeror should demonstrate how its description is relevant to the Project.</p>	10

#### Weighting factors for point rated technical criteria

Criterion	Weight	Rating	Weighted Rating
RT 1 <u>Understanding of Objectives</u>	3.0	0 - 10	0 - 30
RT 2 <u>Experience and Qualifications</u>	3.0	0 - 10	0 - 30
RT 3 <u>Approach and Methodology</u>	4.0	0 - 10	0 - 40
<b>Technical Rating</b>	<b>10.0</b>		<b>0 - 100</b>

A pass mark of 60 points or a minimum required score of 60 points out of 100 applies to the sum of the written technical offer (Point Rated Technical Criteria). Offers for which evaluated scores fail to achieve this pass mark, as a minimum, will be deemed non-responsive.

Rating guide

NON RESPONSIVE	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information that 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
	Offeror does not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror 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 to 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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Status and Availability of Resources**

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

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

### **5.2.3.2 Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

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

### Employee Information for Security

The Offeror should specify the following information regarding employees proposed in Part 4 to provide services against any resulting contract:

LEGAL NAME (First and Last)	DATE OF BIRTH	CURRENT CLEARANCE HELD

### 6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

- 7.1.1** The Offeror offers to fulfill the requirement in accordance with the Terms of References at Annex "A".

#### **7.2 Security Requirements**

- 7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. 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 Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP/ISS/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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).

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

**2005** (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex E entitled "Quarterly Usage Report". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### **7.4.2 Delivery Points**

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

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Hakim Ghoumrassi  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting Directorate  
Telephone: 819-664-7321  
E-mail address: [hakim.ghoumrassi@tpsgc-pwgsc.gc.ca](mailto:hakim.ghoumrassi@tpsgc-pwgsc.gc.ca)

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

### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

### 7.8 Call-up Procedures

Services will be called-up as follows:

1. The Project Authority will establish the Scope of Services to be performed at the time of the call-up based on the pre-established rates identified in Basis of Payment of the Standing Offer. The highest ranked Offeror shall be given first consideration. Should that Offeror be deemed unable to carry out the proposed services due to the required time frame, the next highest ranked Offeror would be approached.
2. The Offeror will be provided the scope of services and will submit a proposal to the Project Authority in accordance with the fixed rates established under the Standing Offer. The Offeror's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services.
3. Any proposed changes to the scope of work are to be discussed with the Project Authority but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.
4. The Offeror will be authorized in writing by the Project Authority or the Standing Offer Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

### 7.9 Call-up Instrument

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The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

The Identified User will issue individual call-ups against the Standing Offer up to \$400,000.00 (Applicable Taxes, Fees and related disbursements included). The PSPC Contracting Authority may issue call-ups above \$400,000 and up to \$1,000,000 (Applicable Taxes included).

#### 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2035](#) (2018-06-21), Higher Complexity - Services;
- e) Annex A, Terms of References;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Quarterly Usage Report;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **7.12 Certifications and Additional Information**

### **7.12.1 Compliance**

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

### **7.12.2 SACC Manual Clauses**

#### **7.12.2.1 Status of Availability of Resources - Standing Offer**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## **7.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

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

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## **7.1 Statement of Work**

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

## **7.2 Standard Clauses and Conditions**

### **7.2.1 General Conditions**

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

Section 17 (2008-12-12), Interest on Overdue Accounts, of [2035](#) (2018-06-21), General Conditions - Higher Complexity – Services, will not apply to payments made by credit cards.

### **7.2.2 Specific Persons**

The Contractor must provide the services of the specific persons identified in Annex B, Basis of Payment to perform the Work as stated in the Contract:

### **7.2.3 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

## **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

The Contractor will be paid firm hourly rates as per Annex B for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

### **7.5.2 Limitation of expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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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:
- when it is 75% committed, or
  - four 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.

### **7.5.3 Methods of Payment**

#### **7.5.3.1 Monthly Payments**

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:

- 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;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

#### **7.5.4 SACC Manual Clauses**

The following clauses apply to and form part of the Contract:

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
A9116C (2007-11-30), T1204 Information Reporting by Contractor  
C0705C (2010-01-11), Discretionary Audit,  
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor),  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor).

#### **7.5.5 Electronic Payment of Invoices – Call-up**

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

## 7.8 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



## **ANNEX "A"**

### **TERMS OF REFERENCE**

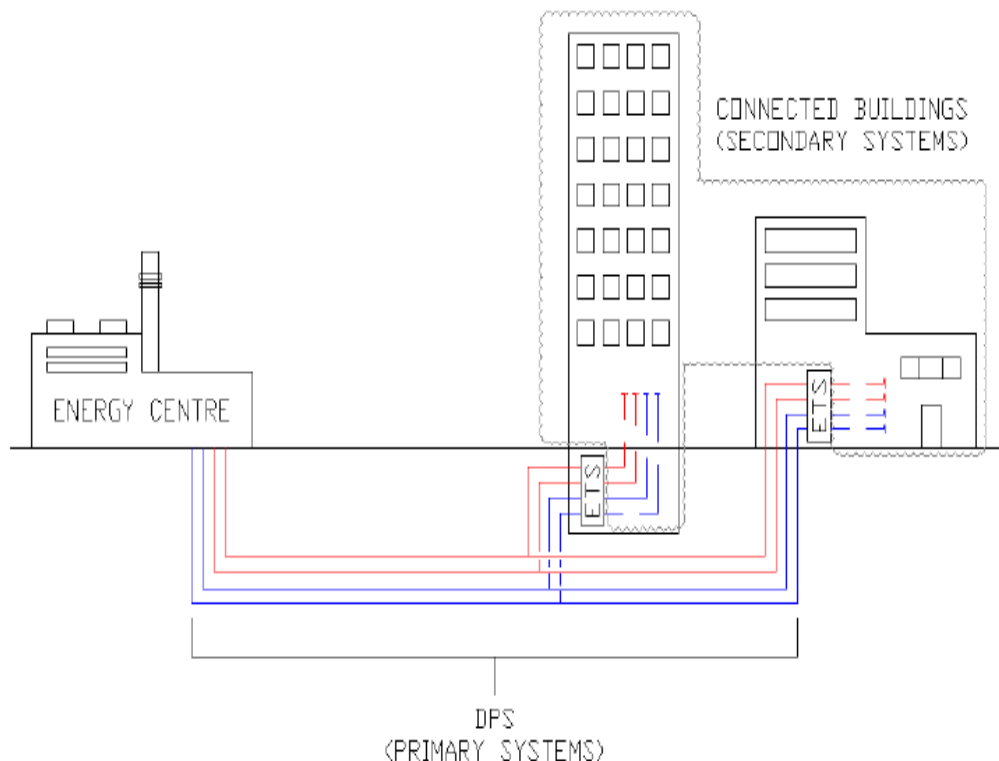
#### **1. INTRODUCTION**

##### Energy Service Acquisition Program

The Energy Services Acquisition Program is a Government of Canada initiative to modernize heating and cooling within the National Capital Area. The current system was built between 50 and 100 years ago and uses outdated technologies, with many of its components at or nearing the end of their service life. The modernization of District Energy Systems (DES) will reduce greenhouse gas emissions, save money and improve safety.

The main components of a District Energy System are the Central Heating and Cooling Plant (CHCP), the Distribution Piping System (DPS), and the Energy Transfer Stations (ETS) at each connected building. The CHCP contains the boiler and chiller systems, which produce steam/hot water, and chilled water, respectively. Energy is delivered to buildings connected to a DES via separate, closed piping loops (supply and return) for heating and cooling. Together, these pipes make up the Distribution Piping System (DPS). The point of heat transfer between the DES and the building's own internal heating system is called an Energy Transfer Station. The ETS is physically located in each building and replaces the need for boilers, chillers, and cooling towers. The ETS acts as a boundary between the district's heating and cooling systems (Primary), and the building's heating and cooling systems (Secondary), as outlined in the diagram below.

ESAP will transform the heating and cooling plants, distribution networks, and the 80 plus buildings on the network through a Public-Private Partnership.



### User Building Conversion Program

The User Building Conversions Program (UBCP) encompasses the conversion of individual building heating systems from steam or HTHW to LTHW, and cooling system conversion from direct to indirect configurations under Stage 1 of the Energy Savings Acquisition Program.

The main objective of UBCP is to have all connected buildings converted and ready to accept the planned LTHW solution in advance of the completion of the CHCP and DPS conversions, which will be undertaken under a separate P3 Energy Service Delivery (ESD) contract. The planned completion dates for the conversions vary by DES, with the intent being to have all buildings converted in advance of the P3 conversion of the CHCP.

The general approach for the conversion of heating systems is to eliminate the need for primary steam or HTHW within the buildings so that there is, in the interim, a single interface where steam or HTHW is converted to hot water or other hydronic medium. Upon DES conversion, the future P3 Partner will replace the interim or existing ETS with a new LTHW ETS, without having to make any other modifications to the building systems.

The required cooling system upgrades will see a conversion of direct cooling connections to indirect cooling connections, via the installation of a heat exchanger on the district cooling chilled water piping. Modifications shall be made to the buildings' Secondary cooling systems in order to meet the temperature differential requirements of the distribution systems, while adjustments to the Primary supply temperatures from the Energy Centres will have to be made to account for heat exchanger installations.

The scope of this Contract is for Pre-Construction Services, Construction Services and Post-Construction Services.

PWGSC has engaged a DC to prepare a comprehensive feasibility study, schematic design and detailed design on the portfolios. During design development phase the DC will report directly to the

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Departmental Representative (DR) and the CM will report directly to the Departmental Representative (DR). PWGSC maintains the ability to direct the design.

## **2. STRATEGY**

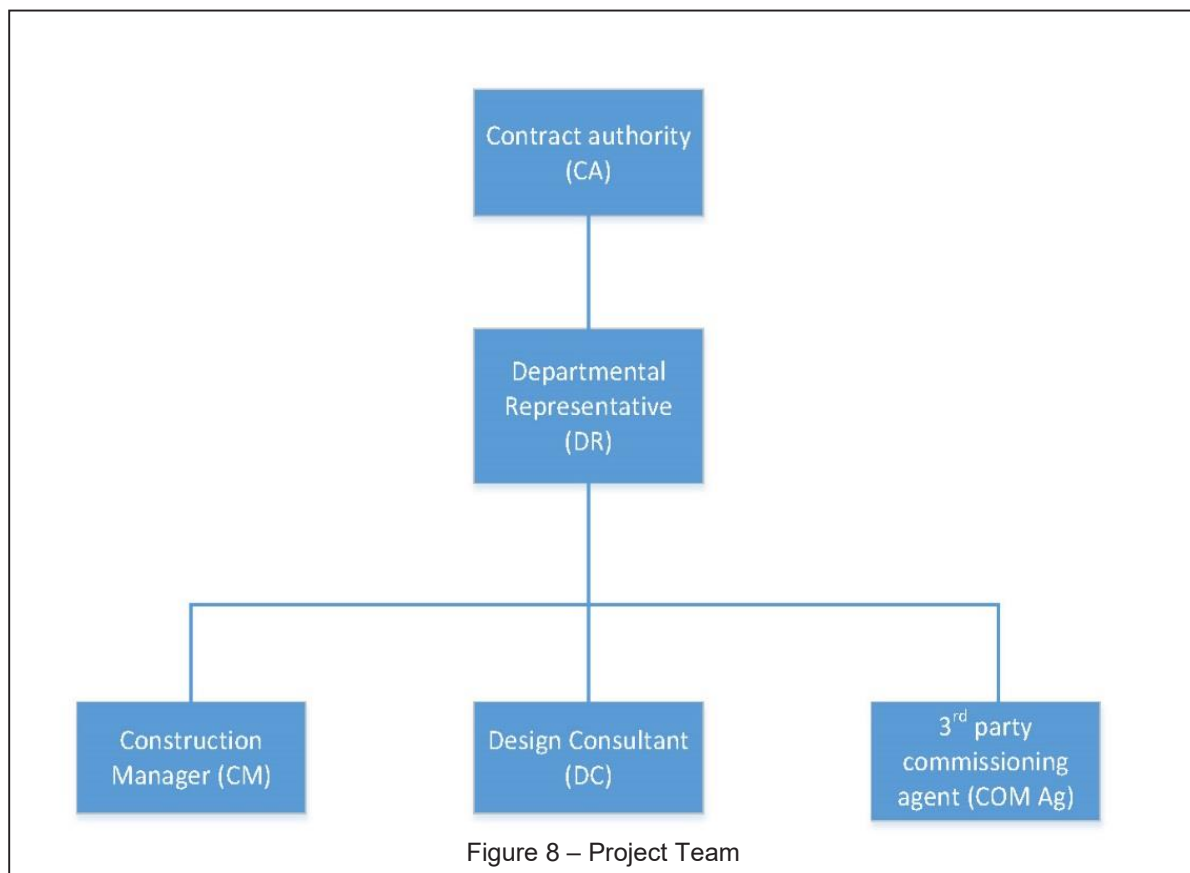
The Terms of Reference is issued to procure the services of a Contractor (Hereinafter referred to as "3<sup>rd</sup> Party Commissioning Agent"), experienced in the commissioning and re-commissioning on highly complex projects.

The successful 3<sup>rd</sup> Party Commissioning Agent must be capable and responsible for providing services including but not limited to:

- 2.1. Full service Commissioning Process Activities as outlined in Section 4 – Scope of Services,
- 2.2. Coordination of commissioning services with the Integrated Project Team which consists of PWGSC Departmental Representative, DC and Construction Management Firm.

### 3. PROJECT TEAM

The delivery model for this program of work is to engage a fully functioning and integrated design / construction team of experts to develop detailed packages of work for accelerated tender and implementation (figure 8). The Design Consultant (DC) will work in close conjunction with a Construction Management firm in the design development of the project, ensuring project feasibility within Canada approved quality standards, budget and schedule. And the third party agent will be part of the team that reports to the Departmental Representative (DR).



#### 4. LIST OF BUILDINGS UNDER THESE TERMS OF REFERENCE

BUILDING NAME	ADDRESS	DISTRICT ENERGY SYSTEM	CONSTRUCTION COMPLETION DATE
1500 Bronson Avenue	1500 Bronson Avenue	Confederation Heights	16-Jun-22
Radiation Protection	775 Brookfield Road	Confederation Heights	20-May-22
Sir A Campbell Annex C	855 Brookfield Road	Confederation Heights	28-Jan-22
Sir Charles Tupper	2720 Riverside Drive	Confederation Heights	5-Apr-22
Cafeteria Ottawa	2755 Riverside Drive	Confederation Heights	13-Jun-22
Sir Leonard Tilley & Annex	719 Heron Road	Confederation Heights	26-Apr-22
GOC Conference Centre	2 Rideau Street	SPIB Cliff / NRC	12-Jul-23
Blackburn	85 Sparks Street	SPIB Cliff / NRC	12-Sep-22
Hope Chambers	63 Sparks Street	SPIB Cliff / NRC	16-Aug-22
House of Norcano	69 Sparks Street	SPIB Cliff / NRC	16-Aug-22
Nelms	67 Sparks Street	SPIB Cliff / NRC	16-Aug-22
O'Brien	65 Sparks Street	SPIB Cliff / NRC	16-Aug-22
Office of the Prime Minister and Privy Council	80 Wellington Street	SPIB Cliff / NRC	12-Sep-22
Postal Station B	47-59 Sparks Street	SPIB Cliff / NRC	16-Dec-22
Saxe Canada Life	75 Sparks Street	SPIB Cliff / NRC	16-Aug-22
Bate	109 Sparks Street	SPIB Cliff / NRC	20-Mar-23
Birks	107 Sparks Street	SPIB Cliff / NRC	20-Mar-23
Canada's Four Corners	93 Sparks Street	SPIB Cliff / NRC	20-Mar-23
CIBC (Bank of Commerce)	119 Sparks Street	SPIB Cliff / NRC	31-Oct-22
Fisher	115 Sparks Street	SPIB Cliff / NRC	20-Mar-23
Library of Parliament (Sparks Street)	125 Sparks Street	SPIB Cliff / NRC	17-Mar-23
Marshall	14 Metcalfe Street	SPIB Cliff / NRC	20-Mar-23
Valour	151 Sparks Street	SPIB Cliff / NRC	19-Sep-22
Victoria	140 Wellington Street	SPIB Cliff / NRC	19-Sep-22
Booth	165 Sparks Street	SPIB Cliff / NRC	4-Apr-22
Brouse-Slater	181-183, 177-179 Sparks Street	SPIB Cliff / NRC	29-Apr-22
Dover	185-187 Sparks Street	SPIB Cliff / NRC	29-Apr-22

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National Press	150 Wellington Street	SPIB Cliff / NRC	6-Oct-22
Sir John A. MacDonald	144 Wellington Street	SPIB Cliff / NRC	11-Oct-22
Wellington	180 Wellington Street	SPIB Cliff / NRC	15-Mar-21
Rideau Committee Rooms	1 Wellington Street	SPIB Cliff / NRC	7-Apr-22
Centre Block Underground Services (CBUS)	111 Wellington Street	SPIB Cliff / NRC	15-Feb-23
East Block	111 Wellington Street	SPIB Cliff / NRC	27-Oct-22
Library of Parliament (Wellington Street)	111 Wellington Street	SPIB Cliff / NRC	7-Mar-23
Visitor Welcome Centre (Phase 1)	111 Wellington Street	SPIB Cliff / NRC	2-Aug-22
West Block	111 Wellington Street	SPIB Cliff / NRC	31-Mar-22
Confederation	229 Wellington Street	SPIB Cliff / NRC	21-Aug-23
Justice	294 Wellington Street	SPIB Cliff / NRC	16-Jun-23
National Gallery of Canada	380 Sussex Drive	Cliff / NRC	17-Jun-22
National Research Council	100 Sussex Drive	Cliff / NRC	2-Dec-22
NCC Sussex	513, 517, 519, 521, 535, 537, 539, 541 Sussex Drive	Cliff / NRC	6-Dec-22
12 York Street	12 York Street	Cliff / NRC	6-Dec-22
8 York Street	8 York Street	Cliff / NRC	6-Dec-22
Environmental Health Centre	50 Colombine Driveway	Tunney's Pasture	14-Sep-23
Laboratory Centre for Disease Control	100 Eglantine Driveway	Tunney's Pasture	25-Aug-23
Occupational Health Unit	51 Chardon Drive	Tunney's Pasture	1-Sep-23
Sir Frederick Banting	251 Sir Frederick Banting Drive	Tunney's Pasture	28-Jul-23

Call-ups against this Standing Offer will be done in bundles, typically by District Energy System.

## THE REQUIRED SCOPE OF SERVICES

### RS 1 - General Scope and Professional Services Required

Canada requires a senior, 3<sup>rd</sup> Party Commissioning Agent, experienced in mechanical, electrical and control system integration commissioning, to provide services for the proposed upgrade of building heating and cooling systems in support of ESAP. PWGSC is committed to commissioning affected facilities to ensure that all systems are complete and functioning properly prior to substantial performance and that facility staff has adequate system / assembly documentation and training.

The 3<sup>rd</sup> Party Commissioning Agent will be expected to provide full service building commissioning in accordance with:

- CSA Z320-11 Building Commissioning Standard and Check Sheets
- ASHRAE Guideline 0-2013 The Commissioning Process
- ASHRAE Guideline 0.2-2015 The Commissioning Process for Existing Systems and Assemblies
- ASHRAE Guideline 1.1-2007 HVAC & R Technical Requirements for the Commissioning Process

Commissioning consists of systematically documenting that specified assemblies, components, and systems have been installed and started up properly, functionally checked, and performance tested to verify and document proper operation and capacity through all modes and conditions. In addition, owner-personnel training will be verified and final project operations and maintenance (O&M) documents will be reviewed for completeness in accordance with ASHRAE Guideline 1.3-2018 Building Operation and Maintenance Training for the HVAC&R Commissioning Process.

The successful 3<sup>rd</sup> Party Commissioning Agent shall provide commissioning services for this project as set out in this RFP. The successful 3<sup>rd</sup> Party Commissioning Agent must be capable and will be responsible for providing services including but not limited to:

- a. Provide full service Commissioning Activities
- b. Coordinate with Design Consultant (DC) Construction Manager, owner representative, building operations team, facilities manager

**RS 1.1 - Extent of Commissioning - Reference only; list is typical, but, not limited to the following:**

**A. Mechanical**

**(i) Plumbing**

- Plumbing Pumps
- Domestic Water Piping
- Domestic Water Heaters
- Plumbing Specialties and Accessories

**(ii) Heating and Cooling**

- Installation of Pipework
- Expansion Fittings and Loops for HVAC Piping
- Pipe Welding
- Thermometers and Pressure Gauges – Piping Systems
- Valves – Steel
- Butterfly Valves
- Hangers & Supports for HVAC Piping and Equipment
- Vibration & Seismic Controls for HVAC Piping and Equipment
- Seismic Restraint Systems (SRS) – Type P2 Buildings
- Testing, Adjusting and Balancing for HVAC
- Thermal Insulation for Equipment
- Thermal Insulation for Piping
- Performance Verification Mechanical Piping Systems
- Cleaning and Start-up of Mechanical Piping Systems
- Electric and Electronic Control System for HVAC
- High Pressure Piping Systems
- Hydronic Systems: Steel
- Hydronic Specialties
- Hydronic Pumps

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- 
- Steam Specialties
  - Steam Condensate Pumps
  - Metal Ducts – Low Pressure to 500 Pa
  - Heat Exchangers for HVAC
  - Air Handling Units – Built-up
  - Finned Tube Radiation Heaters
  - Unit Heaters

(iii) **Energy Management Controls System (EMCS)**

- EMCS: Start-up, Verification and Commissioning
- EMCS: General Requirements
- EMCS: Submittals and Review Process
- EMCS: Identification
- EMCS: Field Installation
- EMCS: Local Area Network (LAN)
- EMCS: Building Controllers
- EMCS: Field Control Devices
- EMCS: Site Requirements & Systems Sequences of Operation

**B. Electrical**

- Common Work Results - Electrical
- Wire and Box Connectors (0-1000V)
- Wires and Cables (0-1000V)
- Connectors and Termination
- Grounding - Secondary
- Hangers and Supports for Electrical Systems
- Splitters, Junction, Pull Boxes and Cabinets
- Outlet Boxes, Conduit Boxes and Fittings
- Conduits, Conduit Fastenings and Conduit Fittings
- Panelboards Breaker Type
- Motor Control Centres
- Variable Frequency Drives (VFDs)
- Motors
- Field Devices
- Instrumentation
- Fuses – Low Voltage
- Moulded Case Circuit Breakers
- Disconnect Switches – Fused and Non Fused

(i) **Performance Verification Commissioning shall be done on the following energy related systems:**

- Heating
- Cooling
- Domestic Hot Water System
- Controls
- Other systems identified by the PWGSC during the construction phase

A detailed system breakdown will be determined from the DC's equipment list, included in the project drawings and specifications.

The successful 3<sup>rd</sup> Party Commissioning Agent deliverables are categorized into four (4) phases; Phase One: Pre- Design, Phase Two: Design, Phase Three:



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#### Implementation and Phase Four: Occupancy and Operations.

The successful 3<sup>rd</sup> Party Commissioning Agent shall perform the following:

#### RS 2 Pre-Design Phase

##### RS 2.1 Consultation with Design Consultant (DC)

Provide ongoing consultation with the DC and PWGSC throughout the pre-design phase to develop a comprehensive Commissioning Plan for this project. In particular the Commissioning Agent will be required to:

- a. Perform a commissioning focused review of the Design Brief and other preliminary design documents provided by the DC. Provide written review comments and recommendations to PWGSC and the DC.
- b. Gain a detailed understanding of all existing building systems with support from the DC and thorough site review.
- c. Conduct an Owners Project Requirements (OPR) Workshop with the project team and PWGSC to develop the OPR document.

##### RS 2.2 Develop Commissioning Plan

In consultation with the DC and the DR, develop an initial project Commissioning Plan in accordance with CSA Z320-11 Guidelines. In particular the Commissioning Plan will be required to address the following:

- a. Provide overview of the Commissioning Process including roles and responsibilities.
- b. Define roles and responsibilities for the commissioning team.
- c. Provide documented communication channels.
- d. Develop commissioning processes and procedures.
- e. Outline and address the Canada's project commissioning requirements (OPR).
- f. Identify commissioning documentation requirements.
- g. Identify functional performance testing requirements including post occupancy, seasonal and deferred testing.
- h. Outline training requirements for operations and maintenance personnel.
- i. Outline commissioning schedule.
- j. Outline commissioning deliverables.
- k. Outline post-construction deliverables
- l. Outline Commissioning Report.

#### RS 3 Design Phase

##### RS 3.1 Consultation with Design Consultant (DC) and Other Stakeholders

- a. Provide ongoing consultation with the DC and PWGSC throughout the design phase to ensure development of commissioning specific deliverables in compliance to the Commissioning Plan. In particular the Commissioning Agent will be required to:
- b. Perform a commissioning focused design review of the architectural, structural, mechanical, electrical and IT drawings and specifications at each of the 66% DD, 99% DD and Tender Documents stages and provide input on the ability to commission, operate and maintain all the equipment and systems. Confirm coordination between these various design stage documents, the Commissioning Plan and the commissioning specification.
- c. Update the OPR and the Commissioning Plan throughout design development and as required where design decisions and details are determined.

- d. Facilitate a controls integration meeting with the DC to review, discuss and document integration issues between the various systems and equipment to ensure the various sequences of operation are compatible, and that responsibilities for associated work are clearly indicated in the project specifications.
- e. The successful 3rd Party Commissioning Agent shall participate in regularly scheduled bi-weekly design meetings with consultants and stakeholders.
- f. In addition to the bi-weekly design meetings identified above, the successful 3rd Party Commissioning Agent shall attend the following workshops:
  - i. Attend one (1), 4 hour risk workshop during the planning stages with PWGSC
  - ii. and necessary stakeholders.
  - iii. Attend one (1) design review workshop at the 99% stage.
  - iv. Attend one (1), 4 hour constructability review workshop, on site, with PWGSC and necessary stakeholders after submission of 99% design development package.

### RS 3.2 Prepare Commissioning Forms and Checklists

Prepare all necessary commissioning forms, checklists and procedures to aid in commissioning of all required equipment and systems identified in the Commissioning Plan per CSA Z30-11. These forms and checklists would be included in the Commissioning Plan and would include but may not necessarily be limited to the following:

- a. Develop prestart-up procedures.
- b. Develop prestart-up checklists for each system.
- c. Develop start-up verification procedures.
- d. Develop start-up verification checklists for each system.
- e. Develop commissioning forms for each system for the recording and verification of functional performance testing.

Systems to be commissioned shall include but may not be limited to the following:

- i. Chilled water systems
- ii. Heating water systems
- iii. Glycol heating systems
- iv. Domestic water systems
- v. Plumbing and drainage systems
- vi. Humidification systems
- vii. Water treatment systems
- viii. Life Safety systems (Fire alarm, emergency lighting, etc.)
- ix. Primary, secondary normal and emergency power systems
- x. Electrical distribution and branch circuit panelboards
- xi. Automatic load transfer equipment
- xii. Lighting systems

### RS 3.3 Prepare Specification Sections

Develop commissioning specification sections for inclusion in the design development and tender documents. The commissioning specifications are to clearly identify the requirements of the commissioning plan and commissioning process for all equipment, assemblies and systems to be commissioned. The commissioning specification shall include but not be limited to the following:

- a. Details of the commissioning process activities.
- b. A detailed description of the commissioning scope and responsibilities of all parties,

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- including the Contractor.
  - c. Details of the training requirements for all equipment, assemblies and systems.
  - d. Reporting and documentation requirements including acceptable formats.
  - e. Alerts to coordination issues and deficiency resolution.
  - f. Construction checklist and start-up requirements.
  - g. Functional testing procedures with specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment/assembly being commissioned.

Commissioning specifications are to be developed in draft form at the 99% design development stage and submitted to the DC for inclusion in those design development formal submissions. Provide final commissioning specifications for inclusion in the tender documents. Coordinate submissions with the DC, this should include review of the final specifications to ensure all relevant specification divisions are cross referenced to the commissioning specifications as applicable. In addition, there will need to be coordination between the PWGSC Centre of Excellence (Commissioning) and the Commissioning Agents Forms/Checklists, etc. on an on-going basis.

### **RS 3.4 Progress Reporting**

Provide regular commissioning process progress reporting throughout the design phase of the project to the project team. Submit & present commissioning process progress reports monthly at every alternate bi- weekly project meeting throughout design.

The commissioning report is to include:

- a. Commissioning process activities completed since the last report.
- b. Current status of all commissioning plan development activities.
- c. Updates to the commissioning process schedule.
- d. OPR document updates.
- e. Commissioning Plan updates
- f. Status tracking of issues and comments arising from commissioning based design documents review.
- g. Inspection Checklists
- h. Inspection Reports
- i. Issues Log

### **RS 3.5 Tender Period**

Attend Tender Job Showings (allow for 10 Job Showings) and document any commissioning related questions for inclusion in, and response by, addenda. Coordinate addenda documentation with the DC.

Update Commissioning Plan and Commissioning Specification with any amendments issued by addendum for inclusion in an "Issued for Construction" set of contract documents. Coordinate updates and submission with the DC.

## **RS 4 Construction Phase**

### **RS 4.1 Consultation with Design Consultant (DC) and Construction Manager (CM)**

Provide ongoing consultation with the design and construction teams for support in their implementation of commissioning specific deliverables in compliance to the Commissioning Plan, Commissioning Specifications and Owners Project Requirements (OPR). In particular

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the Commissioning Agent will be required to:

- a. Attend regularly scheduled bi-weekly construction meetings with consultants, stakeholders, contractors, subcontractors and suppliers.
- b. At a minimum, provide bi-weekly field review during construction activity, complete with written report, to verify that systems and assemblies are installed in accordance with the OPR and Commissioning Plan. It is intended that these bi-weekly field reviews are coincident with the construction meetings.
- c. On a per Construction Phase basis, where systems and areas are required to be made operational, provide assistance to the DC in certifying that all installations have been completed and function in accordance with the Commissioning Plan.
- d. In keeping with the Commissioning Plan, assist the DC in ensuring that all completed operating and maintenance manuals, warranties, guarantees, etc. are provided to PWGSC as the various Construction Phases are turned over for use as intended.
- e. Update the OPR and the Commissioning Plan to record changes introduced during the bidding phase (reflected in Addenda documents and "Issued For Construction" documents), as well as any throughout construction implementation to capture changes affecting the OPR or Commissioning Plan which occur as construction progresses

#### **RS 4.2 Pre-Construction Commissioning Process Meeting**

Conduct a pre-construction commissioning meeting with the commissioning team including the consultant team, stakeholders and contractors as required. The purpose of the meeting is to review the Commissioning Plan, roles and responsibilities, and the Owner's Project Requirements (OPR).

#### **RS 4.3 Verify Submittals**

Concurrently with the DC team, the Commissioning Agent shall review all contractor submittals of coordination drawings, shop drawings, Operations & Maintenance Manuals, product samples and any other project submittals for compliance with the Owner's Project Requirements and Commissioning Plan. Coordinate provision of review comments with the DC.

#### **RS 4.4 Commissioning Schedule**

Schedule all commissioning activities with the Project Team and publish a commissioning schedule in MS Project format to the project team. Regularly update the commissioning schedule as part of the regular monthly reporting on the Commissioning plan. The commissioning schedule will be incorporated into the construction schedule by PWGSC to ensure coordination in maintaining project schedule milestones.

As a minimum, the commissioning schedule shall include:

- a. Commissioning Team meetings.
- b. Start & Substantial Performance of each construction phase.
- c. Key systems & assembly completion and testing.
- d. Training sessions.
- e. Deferred system commissioning testing (seasonal testing)
- f. Warranty start dates for key systems & assemblies.
- g. Occupancy dates for the various construction phases.

#### **RS 4.5 Testing and Verification**

The Commissioning Agent shall coordinate all equipment, systems and assembly site testing

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and verification processes with the commissioning team in accordance with the Commissioning Plan and the Commissioning Schedule. In particular the Commissioning Agent shall:

- a. Witness all site commissioning tests for all equipment, systems and assemblies identified in the Commissioning Plan.
- b. Review all factory test reports and data for compliance with the Owners Project Requirements and the Commissioning Plan.
- c. Review and verify all commissioning test results and reports.
- d. Ensure all test procedures and results are recorded and documented in compliance with the Commissioning Plan
- e. Attend all Equipment Start-Ups and report any concerns and deficiencies discovered during these tests.
- f. Coordinate with contractors to organize and lead testing and balancing activities. Verify submittals, at each construction phase, from TAB Contractor. Provide verification of final TAB report upon completion of the entire project.
- g. Coordinate seasonal commissioning for those systems that have been functionally tested and/or handed over in seasons where retesting and commissioning will be required during the opposite season.

Please be advised that a representative sampling methodology, for equipment commissioning, will not be accepted; 100% of the equipment shall be tested and inspected.

## **RS 5 Final Commissioning**

Organize and monitor 30-day trial period prior to final commissioning. Coordinate with contractors to organize and lead final commissioning activities. Complete and sign off commissioning forms and accept systems as fully commissioned on behalf of the Canada.

## **RS 6 Training**

Develop a training plan and training schedule in consultation with PWGSC. The training plan should incorporate a complete system and assembly review of operational procedures, set-points and maintenance requirements. Coordinate with the contractor for provision of draft O&M Manuals (or complete Manuals if available) for the purposes of the training sessions. In particular the Commissioning Agent shall:

- a. Coordinate training sessions between the contractor and PWGSC's operations personnel.
- b. Ensure attendees sign an attendance sign-in sheet.
- c. Verify that training is provided by the appropriate equipment manufacturer's representative.
- d. Provide training on the use of the operation and maintenance instruction material included in the O&M manuals.
- e. Provide a review of the O&M instructions, emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include start-up, operation in all modes possible, shutdown, seasonal changeover and any emergency procedures.
- f. Discussion of relevant health and safety issues and concerns.
- g. Provide a review of warranties
- h. Review and explain common troubleshooting problems and solutions.
- i. Verify the training requirements have been met.

All training will be provided in both official languages.

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## **RS 7 Construction Commissioning Report**

Provide a Commissioning Report documenting all of the commissioning work, testing, and results accomplished during the construction phases. As a minimum the Commissioning Report is to contain:

- a. Identification of any systems or assemblies that do not perform in accordance with the OPR.
- b. Test procedures and results.
- c. Deferred tests c/w schedule.
- d. Start-up check lists for all equipment, systems and assemblies.
- e. Factory test reports, c/w Commissioning Agent review comments.
- f. All commissioning Site Inspection review reports.
- g. All commissioning progress reports.
- h. Construction phase training records.
- i. The final version of the Commissioning Plan.
- j. The final version of the OPR.

Submit draft version of the Commissioning Report to PWGSC for review and comment. Submit final Commissioning Report incorporating any review comments from PWGSC.

## **RS 8 Occupancy and Operations Phase**

Consultation with DC & PWGSC

Provide ongoing consultation with the design and construction teams for support in their implementation of project closeout activities as it relates to systems and assemblies commissioning specific deliverables in compliance to the Commissioning Plan, Commissioning Specifications and Owners Project Requirements (OPR).

In particular, the Commissioning Agent will be required to:

- a. Attend regularly scheduled bi-weekly construction closeout meetings with consultants, stakeholders, contractors, subcontractors and suppliers.
- b. Finalize the Commissioning Report based on final training sessions, post occupancy changes to the Commissioning Plan and OPR, results from any deferred commissioning, and final with any other information not available or incomplete at the end of construction.
- c. System verification checks, start-ups of equipment and systems, O&M provisions, and most peak load/ performance testing should occur prior to substantial performance.
- d. Provide follow-up for quality performance during the guarantee/ warranty periods.
- e. Provide assistance to the DC in certifying that all installations have been completed and function in accordance with the Commissioning Plan and the OPR
- f. In keeping with the Commissioning Plan, assist the DC in ensuring that all completed operating and maintenance manuals, warranties, guarantees, etc. are provided to the Canada and are turned over for use as intended.
- g. Update the OPR and the Commissioning Plan to record any final changes or adjustments after occupancy, for inclusion in the final Commissioning Report.

### **RS 8.1 Deferred Testing (Seasonal)**

For any systems and assemblies where some testing has been deferred, coordinate seasonal commissioning for those systems that have been functionally tested and/or handed over in seasons where retesting and commissioning will be required during the opposite season.

### **RS 8.2 Post Occupancy Training**

As required in the training plan and in consultation with PWGSC, coordinate post occupancy training for any systems and assemblies where there are seasonal differences in operating parameters and/or where deferred testing is required. The training plan should incorporate a complete system and assembly review of operational procedures, set-points and maintenance requirements. In particular the Commissioning Agent shall:

- a. Coordinate training sessions between the contractor and PWGSC's operations personnel.
- b. Ensure attendees sign an attendance sign-in sheet.
- c. Verify that training is provided by the appropriate equipment manufacturer's representative.
- d. Verify the training requirements have been met.

### **RS 9 Final Commissioning Report**

Prepare Final Commissioning Report for inclusion with project as-built documents. This Commissioning Report must include all necessary documentation to permit a re-commissioning of the entire facility, in future, and a return to all original "as- commissioned" operating parameters.

The Final Commissioning Report is to include any final training sessions, post occupancy changes to the Commissioning Plan and OPR, results from any deferred commissioning, and any other information not available or incomplete at the end of construction.

- a. Executive summary of findings and recommendations.
- b. Detailed description of findings and recommendations.
- c. Identification of any systems or assemblies that do not perform in accordance with the OPR.
- d. Identification of any systems or assemblies that do not meet the design criteria.
- e. Test procedures and results.
- f. Deferred tests results.
- g. Start-up check lists for all equipment, systems and assemblies. Factory test reports, c/w Commissioning Agent review comments.
- h. All commissioning Site Inspection review reports.
- i. Training records.
- j. The final version of the Commissioning Plan.
- k. The final version of the OPR.

Submit draft version of the Commissioning Report to PWGSC for review and comment. Submit Final Commissioning Report incorporating any review comments from PWGSC. The final Commissioning Report is to be submitted as follows:

- a. Five (5) hardcopy versions.
- b. Two (2) soft copy PDF versions submitted on 2 separate CDs.
- c. Two (2) soft copy original document format versions submitted on 2 separate CDs.

### **RS 10 Retro-Commissioning**

Some existing building equipment and systems will remain in service and be incorporated in the new building systems design. This equipment will need to be retro-commissioned once they have been incorporated in the new design. Provide retro-commissioning on the following existing systems:

- a. Existing chillers & related equipment.



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- b. Existing cooling towers & related equipment.
  - c. Existing hot water boilers & related equipment.
  - d. Existing rooftop unit & related equipment.
  - e. Existing emergency generators & related equipment.
  - f. Existing fuel oil system & related equipment.
  - g. Existing dry-coolers & related equipment.
  - h. Existing UPS and battery systems & related equipment.



## ANNEX "B"

### BASIS OF PAYMENT

1. All funds must be in Canadian dollars.
2. All line elements must be completed in the table below. If an element is not applicable, please strike it out. Do not leave any blanks. Offerors are not to alter or add information to the forms.
3. All costs included in this Basis of Payment are all inclusive and no additional factors or premiums will apply.
4. ~~Applicable~~ taxes are excluded.
5. All offeror disbursements shall be included in the fixed rates. All travel, accommodation expenses, courier charges, in-house printing and any other associated disbursements are to be included and allowed for in Rates quoted.

Category of Personnel	Name of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (AxB)
Partner or Principal		5	\$	\$
Project Manager		25	\$	\$
Senior Commissioning Consultant		40	\$	\$
Intermediate Commissioning Consultant		25	\$	\$
Administrative Personnel		5	\$	\$
<b>Total (Evaluated Price)</b>		<b>100</b>		\$

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## **ESCALATION CLAUSE**

The firm hourly rates detailed in the above table will be adjusted annually on the start date of each new Contract Year (starting with Contract Year 2 and for the whole period of the contract including the option periods) by the amount established based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-X, Table 5, for the 12-month period ending 2 months prior to the new Contract Year Start date.

Example:

Contract Start Date: March 1, 2018

At the start of Contract Year 2 (i.e. March 1, 2018), the Contract Year 1 rates as stated in the Additional Bidders Services Table would be increased by 1.11% based on the following assumptions:

	% Change in Monthly CPI
February 2018	1.6%
March 2018	1.3%
April 2018	1.3%
May 2018	1.1%
June 2018	1.1%
July 2018	1.5%
August 2018	0.9%
September 2018	0.6%
October 2018	1.3%
November 2018	0.6%
December 2018	0.9%
January 2019	1.1%
	$13.3\% / 12 = 1.11\%$

To determine the Contract Year 3 rates, the Contract Year 2 rates calculated above would be adjusted using the same Statistics Canada Table and same formula with data for the February 2018 – January 2019 12-month period.

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

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.

## **2. ERRORS AND OMISSIONS LIABILITY INSURANCE**

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:

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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.

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**ANNEX "E"**  
**QUARTERLY USAGE REPORT**

(See attached)



## 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 Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction		IAM - ESAP - UBCP	
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 The 3rd Party Commissioning Agent will provide full service commissioning process activities and coordination of commissioning services with the Integrated Project Team			
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 commerciale 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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET <input type="checkbox"/>	
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	





**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? ☒ No ☐ Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

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

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

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ     | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes

**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

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

**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

**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

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



**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 CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	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 ☐ Yes  
Non 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 « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non 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).

**Quarterly Usage Report - Annex E**  
**EP635-200926**  
**GENERAL INSTRUCTIONS**

**Introduction**

The Government of Canada (GC) requires the Contractor to provide the following Periodic Usage Report to the Standing Offer (SO) Authority on a quarterly basis.

**Response Due Date**

Your cooperation in returning the completed report by the appropriate date is **MANDATORY**.

Quarter	Period to be Covered	Due on or before
1st	April 1 to June 30	July 15
2nd	July 1 to September 30	October 15
3rd	October 1 to December 31	January 15
4th	January 1 to March 31	April 15

**Returning the Completed Report**

Please e-mail the completed report to hakim.ghoumrassi@tpsgc-pwgsc.gc.ca

*Please don't forget to use the title "Quarterly Usage Report" and the reporting period in the subject line of your e-mail. Contractor is encourage to attach worksheet "2", "Information Sheet and Summary" when submitting quarterly usage report.*

**Complete All Questions**

Contractor must complete all applicable portions of the report.

**Currency**

Please state all monetary values in Canadian dollars (CDN).

**Changing the Format**

Contractor must not modify the format of this report. Should you have any suggestions about the format, please forward it by e-mail to hakim.ghoumrassi@tpsgc-pwgsc.gc.ca

**Questions**

Should you need further clarification, please forward your question by e-mail to hakim.ghoumrassi@tpsgc-pwgsc.gc.ca

**Summary of Table**

Field	Description
<b>Call-up number</b>	Unique number for the contract, as identified on page 1 of the contract.
<b>Call-up Amendment number</b>	The number of the call-up amendment, such as: amendment 1, amendment 2, etc.
<b>Issuance date of the Call-up</b>	Date that the Call-up/amendment is issued to the supplier.
<b>Start date</b>	Date the resource/services started engagement
<b>End date</b>	Date the resource/services ended (or will end) engagement/completion date
<b>Project Description</b>	Brief description of the work contracted.
<b>Client Department/Contact Information</b>	Information should include the contact name, e-mail and telephone number
<b>Call-up Value (or amendment value)</b>	The value of the call-up (Applicable Taxes inc), as identified on page 1 of the call-up. Or the increase or decrease value for the amendment
<b>Notes</b>	Indicate any comments or notes, if necessary

Annex E

**Quarterly Usage Report**

EP635-200926

SO N <sup>o</sup> : EP635-200926					Period to be covered: _____				
SO Title : 3rd Party Commissioning Services					PWGSC SO Authority: Hakim Ghourmassi				
	Call-up No.	Call-up amend't no.	Issuance date of the Call-up or Amend't (YYYY-MM-DD)	Start date of the Call-up (YYYY-MM-DD)	End date of the Call-up (YYYY-MM-DD)	Project Description	Location/Building Name	Client contact information (name, e-mail and tel.#)	Call-up Value or amend't value (taxes included)
1									\$
2									\$
3									\$
4									\$
5									\$
6									\$
7									\$
8									\$
9									\$
10									\$
11									\$
12									\$
13									\$
14									\$
15									\$
16									\$
17									\$
18									\$
19									\$
20									\$
21									\$
22									\$
23									\$
24									\$
25									\$
26									\$
Total value of call-up for this quarter (i)									
Cumulative call-ups for previous periods (ii)									
Total value of call-up to date = (i) + (ii)									

Prepared by: (insert company name and individual's name preparing this report)