Title - Sujet



Return Bids to : Retourner Les Soumissions à :

NRCan.quebec bid soumissionquebec_bid_soumission.RNCan@canada.ca

Request for Proposal (RFP)
Demande de proposition (DDP)

Proposal To: Natural Resources Canada

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

Comments - Commentaires

Issuing Office - Bureau de distribution

Finance and Procurement Management Branch Natural Resources Canada 580 Booth Street Ottawa, ON K1A 0E4

Recommissioning of K.W. Neatby Development and Research Center (Building no.20), Ottawa, Ontario				
Solicitation No. – No de l'invitation				
Solicitation No. – No de l'invitation		Date		
NRCan-5000054260		October 9, 2020		
Requisition Reference No Nº de la de	emande			
160376				
Solicitation Closes – L'invitation prend	fin			
at 2:00 PM Eastern Sta	ndard Time	e (EST))		
on November 9, 2020				
Address Enquiries to: - Adresse toutes	questions à:			
Thérèse Richer therese.ri	icher@can	ada.ca		
Telephone No No de telephone	Fax No No. d			
819 588-7144				
Destination – of Goods and Services: Destination – des biens et services:				
As specified in the docum	nent			
·				
Security - Sécurité				
THIS DOCUMENT CONTAI	THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.			
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur				
Telephone No.: - No. de téléphone: Facsimile No.: - No. de télécopieur: Email - Courriel :				
Email – Courriel : Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur				
Nom et titre de la personne autorisée à (taper ou écrire en caractères d'imprime	signer au nom d			
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TABLE OF CONTENTS

RFP # NRCan-5000054260

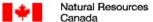
PART	1 - GENERAL INFORMATION	5
1.1	INTRODUCTION	5
1.2	SUMMARY	
1.3	Debriefings	
PART	2 - BIDDER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2	SUBMISSION OF BIDS	6
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
PART	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	8
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1	EVALUATION PROCEDURES	g
4.1.1		
4.1.2		
4.2		
4.2.1		
PART	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.1.1		
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
5.2.1 5.2.2		
5.2.3		
5.2.4		
5.2.5	FORMER PUBLIC SERVANT	13
5.2.6	ABORIGINAL DESIGNATION	14
PART	6 - SECURITY AND OTHER REQUIREMENTS	16
6.1	SECURITY REQUIREMENTS	16
PART	7 - RESULTING CONTRACT CLAUSES	17
7.1	STATEMENT OF WORK	
7.1.1		
7.2	STANDARD CLAUSES AND CONDITIONS	
7.2.1		
7.3	DISPUTE RESOLUTION	
7.4	SECURITY REQUIREMENTS	
7.5 7.5.1	TERM OF CONTRACTPERIOD OF THE CONTRACT	
1.U.I	I ENIOD OF THE CONTINACT	

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAS)	
7.7 AUTHORITIES	
7.7.1 CONTRACTING AUTHORITY	
7.7.2 PROJECT AUTHORITY	
7.7.3 CONTRACTOR'S REPRESENTATIVE	
7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	20
7.9 PAYMENT	
7.9.1 BASIS OF PAYMENT – FIRM PRICE, FIRM UNIT PRICE(S) OR FIRM LOT PRICE(S)	20
7.9.2 Basis of Payment – Limitation of Expenditure	20
7.9.3 METHOD OF PAYMENT	21
7.10 Invoicing Instructions	21
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	21
7.11.1 COMPLIANCE	21
7.12 APPLICABLE LAWS	21
7.13 PRIORITY OF DOCUMENTS	
7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)	22
7.15 INSURANCE	
7.16 CONTRACT ADMINISTRATION	22
ANNEX A - STATEMENT OF WORK	23
ANNEX B - BASIS OF PAYMENT	32
ANNEX C - SECURITY REQUIREMENTS CHECK LIST	33
APPENDIX 1 - EVALUATION CRITERIA	36
APPENDIX 2 - FINANCIAL PROPOSAL FORM	43
TI ENDINE THE TOTAL PROPERTY OF THE PROPERTY O	

RFP # NRCan-5000054260

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

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and any other annexes and attachments.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

- 1.2.1 By means of this RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to seek professional services for the Recommissioning (RCx) of the K.W. Neatby Development and Research Center (Building no.20), Ottawa, Ontario.
 - NRCan intends to award one (1) Contract with an estimated period from the date of the Contract to March 31, 2022.
 - A site visit will not be conducted for the purposes of preparing a proposal.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website".
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

RFP # NRCan-5000054260



1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan's server.

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

Send proposals to this email address:
 NRCan.quebec bid soumission-quebec bid soumission.RNCan@canada.ca

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

Contact the Contracting Authority Thérèse Richer by email at therese.richer@canada.ca for receipt of bid confirmation.

IMPORTANT

Please write the following information in "Subject" of the e-mail: NRCan-5000054260 - RCx KW Neatby

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

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

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

2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



Natural Resources

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 **Bid Preparation Instructions**

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy) (Part 5 and other certifications)

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

RFP # NRCan-5000054260

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

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

Section I: **Technical Bid**

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2. The total amount of applicable taxes must be shown separately.

Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1 - Evaluation Criteria.

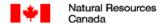
4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix 2 - Financial Proposal Form.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

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



RFP # NRCan-5000054260

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Oalaulatiana	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rating		84.18	73.15	77.70
Overall Rating]	1st	3rd	2nd

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

Name of Bidder:

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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of
 names of all individuals who are currently directors of the Bidder or, in the case of a private company, the
 owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

•	Bidders bidding as partnerships do not need to provide lists of names.

OR
Name of each member of the joint venture:
Member 1:
Member 2:
Member 3:
Member 4:

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Status and Availability of Resources

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

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

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

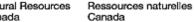
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

a. name of former public servant;______

ii) a sole proprietorship

iii) a limited company

b.	date of termination of employment or retirement from the Public Service
public proact	riding this information, Bidders agree that the successful Bidder's status, with respect to being a forme servant in receipt of a pension, will be reported on departmental websites as part of the published we disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the ve Disclosure of Contracts.
Work	Force Adjustment Directive
	Ridder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment re? Yes () No ()
If so, t	e Bidder must provide the following information:
a.	name of former public servant;
b.	conditions of the lump sum payment incentive;
c.	date of termination of employment;
d.	amount of lump sum payment;
e.	rate of pay on which lump sum payment is based;
f.	period of lump sum payment including:
	 start date end date and number of weeks
g.	number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
	Professional fees Amount
	contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a no received a lump sum payment is \$5,000, including Applicable Taxes.
5.2.6	Aboriginal Designation
Who is	eligible?
a)	An Aboriginal business, which can be:
	i) a band as defined by the Indian Act





iv)	a co-operative

- v) a partnership
- vi) a not-for-profit organization

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

OR

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

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

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

☐ Our Company is NOT an Aboriginal F	irm, as identified above.	
□ Our Company is an Aboriginal Firm, as identified above.		
Signature	Date	

PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled ______, dated ______. (to be completed at contract award)

7.1.1 Optional Goods and/or Services

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

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2010B</u> (2020-05-28), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.3 Dispute Resolution

Mediation

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

Arbitration

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



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

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

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

7.4 Security Requirements

7.4.1 The following security requirements (*SRCL* and related clauses provided by *ISP*) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 5000054260-160376

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b) Industrial Security Manual (Latest Edition).

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (fill in end date of the period).

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Thérèse Richer

Procurement Specialist
Finance and Procurement Branch
Natural Resources Canada, Government of Canada
580 Booth Street, Ottawa, ON K1A 0E4
Telephone: 819 588-7144

Fax: 613 947-5477 therese.richer@canada.ca

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

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

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

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

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

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



7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

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

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

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

OPTIONAL SERVICES

7.9.2 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, o a limitation of expenditure of \$______ (insert the amount at contract award). Customs duties are included and applicable taxes are extra.

7.9.2.1 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______. (Insert le amount of Limitation of Expenditure from 7.9.1) Customs duties are included and applicable taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - 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.



7.9.3 Method of Payment

Milestone Payments

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

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

7.10 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca

Note: Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

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

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

The Contract 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 Bidder in its bid, if applicable.)

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2010B (2020-05-28) professional services (medium complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;

	e) f)	Annex C, Security Requirements Check List (<i>if applicable</i>); the Contractor's bid dated, as clarified on or , as amended on
7.	14	Foreign Nationals (Canadian Contractor OR Foreign Contractor)
SÆ	ACC I	Manual clause A2000C (insert date) Foreign Nationals (Canadian Contractor)
OF	?	
SA	ACC I	Manual clause A2001C (insert date) Foreign Nationals (Foreign Contractor)

7.15 Insurance

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

7.16 Contract Administration

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



ANNEX A - STATEMENT OF WORK

RECOMMISSIONING of K.W. Neatby Development and Research Center (Building no.20), Ottawa, Ontario

1. BACKGROUND AND OBJECTIVE

1.1 Definition of Recommissioning (RCx):

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

1.2 Background

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

Agriculture and Agri-Food Canada (AAFC) aims to reduce its GHG emissions and to reach carbon-neutrality by 2050. In 2019, AAFC completed a National Carbon Neutral Plan outlining the measures required to achieve their carbon neutral target. A major component of the AAFC National Carbon Neutral Plan is the optimization of the existing building portfolio through recommissioning.

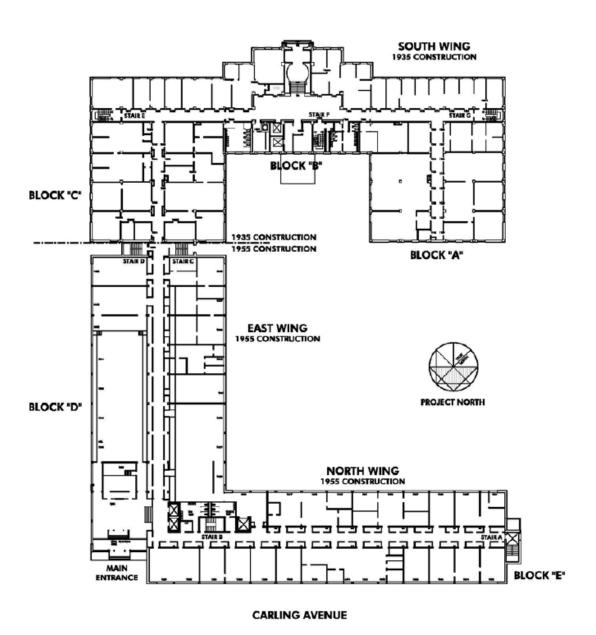
The K.W. Neatby Building (Building No. 20) is one of the largest emitters in the AAFC portfolio, and was further studied in the Carbon Neutral Plan to determine site-specific measures to reduce GHGs. Of the site-specific measures, RCx was recommended as a primary action to optimize the existing mechanical systems.

1.3 Facility Overview

The K.W. Neatby Building, Building No. 20, is located at 960 Carling Avenue on the northern edge of the Central Experimental Farm in Ottawa. The K.W. Neatby Building houses office and laboratory space for the Eastern Cereal and Oilseed Research Centre. The building has four stories, a basement, and penthouse with a total gross floor area of 24,270 m². The building consists of three wings: the South Wing that was built in 1935; and the North and East Wings that were constructed in 1955 as purpose-built laboratory space. The figure below shows the layout of the building.



WINDING LANE



In FY2017-18, Building No. 20 used 1,161,000 m³ of natural gas and roughly 4,728,000 kWh of electricity, with associated GHG emissions of 2,370 tonnes CO₂e. Electricity use was estimated as the existing meter is not reliable. The annual energy intensity of Building No. 20 is roughly 2.53 GJ/m²/year. An estimated energy end-use breakdown is summarized in the following table.

	Fossil fuel consumption			Electricity	
	Envelope heating	Ventilation – Air heating and humidification	Domestic hot water production	Ventilation- Air handling (Cooling, ventilation, pumps)	Laboratory, process, and lighting
Energy	637,395 m3	507,020 m3	16,820 m3	3,371,191 kWh	1,356,772 kWh
Emissions (tCO₂e)	1,210	962	32	121	49
Proportion (%)	51 %	41 %	1 %	5 %	2 %

RFP # NRCan-5000054260

The mechanical systems in Building No. 20 have been modified, upgraded, or replaced on a project by project basis, but range from original construction in 1935 to a heating system upgrade in 2012. An overview of the major mechanical building components is provided below. More details on the building systems and recommended upgrades from the AAFC Carbon Neutral Plan can be found in Annex A6.

Ventilation

The North and East Wings are supplied with conditioned make-up air from five main air-handling units. Air is exhausted through more than 100 exhaust fans which are primarily associated with constant volume fume hoods and two general exhaust fans. The air changes for the laboratory space was estimated to be 8 ACH (air changes per hour). Humidification is provided by electric steam humidifiers within the air handling units.

The South Wing ventilation is limited, and consists of several small air-handling units, and two general exhaust fans. A 2005 study recommended installing two 15,000 CFM roof-top units to improve ventilation and air quality in the South Wing.

The following table summarizes the main ventilation units for the North, East and South Wings. The units of concern are highlighted by the red square.

Please note, this RCx project will exclude laboratory ventilation including make-up air units and fume hoods (AHU-1, AHU-2, AHU-3, AHU-4 and AHU-5).

ID	Туре	Description	CFM	% Fresh air
AHU-1	100 % make-up air unit	Make-up air unit for laboratory Mechanical penthouse	25,000	100 %
AHU-2	100 % make-up air unit	Make-up air unit for laboratory Mechanical penthouse	25,000	100 %
AHU-3	100 % make-up air unit	Make-up air unit for laboratory Mechanical penthouse	25,000	100 %
AHU-4	100 % make-up air unit	Make-up air unit for laboratory Mechanical penthouse	25,000	100 %
AHU-5	100 % make-up air unit	Make-up air unit for laboratory Mechanical penthouse	25,000	100 %
AHU-7	Air-handling unit	Fitness room air handling unit - ventilation system with recovery unit	11,000	10 %
AHU-6	Air make-up unit	B69 air-handling unit - ventilation system glycol water heating	11,000	100 %
AHU-8	Air-handling unit	All building basement air-handling unit South wing	8,000	20 %
AHU-9	Air-handling unit	2 nd floor South wing Air-handling unit	3,500	20 %
AHU-RT	Air-handling unit	4 th floor South wing air-handling unit electric heating	(4 units) 2,000 each	10 %
Kitchen hood	Air-handling unit	Kitchen exhaust hood	1,800 CFM	

Heating

Heating for Building No. 20 is supplied by a boiler plant located in the basement mechanical room consisting of two 500 BHP (16,735 MBH) steam boilers, and one 750 MBH hot water boiler. Steam is used for perimeter heat, and feeds three heat exchangers: one for the boiler make-up air unit, one to heat a glycol loop to preheat ventilation air, and one to heat a hot water loop for zone reheat coils. The hot water boiler serves the reheat water loop for the laboratories.

Cooling

North and East wing cooling is provided by two 420 ton York centrifugal chillers and associated cooling towers and pumps. The chilled water is used in the cooling coils of the air handling units, and also serves fan coil units in the South wing. The building also has two water-cooled 70 ton McQuay reciprocating chillers serving localized process cooling loads. The building also has a myriad of ceiling DX expansion cooling units, room window units and wall units. Operators estimate up to 100 window units are individually installed for the summer season.

Controls

Controls throughout the building have been converted to DDC (Siemens Apogee), except for terminal devices and room control valves which are pneumatic (Landis & Gyr Powers, Honeywell, or Johnson Controls). Perimeter radiators and reheat coils are equipped with thermostat-controlled pneumatic control valves or Danfoss-type self-contained thermostatic valves.

Lighting

Lighting is primarily 32W T8 fluorescents.

Domestic Hot Water

Domestic hot water for the south wing is produced by 2 electrical water heaters (6 kW and 13.5 kW capacities), while the domestic hot water for the north and east wings is produced by three gas-fired water heaters (146.4 kW).

1.4 Objectives

The main objective of this RCx project is to reduce energy and GHGs at Building No. 20. A successful RCx project will achieve close to the annual estimated savings listed in the Carbon Neutral Plan (i.e. annual GHG reduction of 140 tonnes CO₂e and energy savings of 3,100 GJ per year under a close to fully occupied building operations scenario). While pandemic safety and indoor air quality is also important to note, given the time it takes to implement measures, the focus of this RCx scope should be on lasting energy and GHG savings and measures / control sequences that will be flexible and relevant for an expected occupancy scenario following implementation in 2021.

Other objectives also include:

- Identifying operational and maintenance enhancements that result in improvements in energy efficiency, occupant comfort, and/or indoor air quality; and,
- Optimizing control systems through calibration of critical sensors, review metered data and trend logs, and functional equipment testing.

2. SCOPE OF WORK

The focus of this RCx project is on AHU-6 to AHU-9, water and steam perimeter heating, boilers and chilled water systems. The laboratory ventilation is excluded from the scope of this RCx, as a major renovation is required to the fume hoods, exhaust fans and controls to allow for energy efficient operation.

The work statement complies with the Building Commissioning Association (BCA)'s "Best Practices in Commissioning Existing Buildings" document, along with CanmetENERGY's "Recommissioning (RCx) Guide for Building Owners and Managers" 2.

2.1 Tasks and Deliverables

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

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

Phase Description	Expected deliverables*
Phase 1: Planning Planning work in an effort to define the objectives, scope, owner's operational requirements, calendar and documentation included in the project.	1.0 Kick-Off Meeting** 1.1 RCx Plan 1.2 Owner's Operating Requirement
	2a.0 Post-Planning Phase Meeting**
Phase 2a): RCx Investigation – Winter	2a.1 Diagnostic Monitoring Plan

¹ http://www.bcxa.org/wp-content/pdf/BCA-Best-Practices-Commissioning-Existing-Construction.pdf

² https://www.nrcan.gc.ca/sites/www.nrcan.gc.ca/files/canmetenergy/pdf/fichier.php/codectec/En/2008-167/NRCan_RCx_Guide.pdf



Phase Description	Expected deliverables*
Investigations to assess and recommend recommissioning measures for electromechanical systems, in order to reduce energy consumption and GHG emissions. For each measure the following information will be supplied by the contractor: energy consumption and cost savings, GHG reductions, investment costs and simple payback. All energy-consuming systems will be analyzed. A list of major systems and equipment to be analyzed is supplied in the ANNEX A4 including the main areas to be investigated in each case.	2a.2 Functional Testing Plan 2a.3 Findings Log 2a.4 RCx Investigation Report 2a.5 End of Phase 2a Meeting **
Phase 2b): RCx Investigation – Mid-season and Summer Investigations to assess and recommend recommissioning measures for electromechanical systems, in order to reduce energy consumption and GHG emissions. For each measure the following information will be supplied by the contractor: energy consumption and cost savings, GHG reductions, investment costs and simple payback. All energy-consuming systems will be analyzed. A list of major systems and equipment to be analyzed is supplied in the ANNEX A4 including the main areas to be investigated in each case.	Update the following deliverables: 2b.1 Diagnostic Monitoring Plan 2b.2 Functional Testing Plan 2b.3 Findings Log 2b.4 RCx Investigation Report 2b.5 End of Phase 2 Meeting
Phase 3: Implementation Implementation of selected improvements aimed at reducing GHG emissions. The implementation methods should include design and/or specification of the improvements, a work management plan or a turnkey project plan. Implementation must also include commissioning and verification of expected GHG reduction targets.	3.1 Implementation Plan for Phase 2 3.2 Tendering documents with plans and specifications, as required for Phase 2 (optional) as described in Annex A1 3.3 Implementation Report for Phase 2
Phase 4: Hand-off and Persistence Transferring knowledge and know-how among building operations staff to ensure the effectiveness of improvements made. This work will include training operations staff and building awareness among occupants. A persistence plan will be provided, in which operational and energy performance targets will be established to measure and follow up on results.	4.1 RCx Final Report including updated O&M Manuals and As-Built Documentation as required for Phase 2 4.2 Persistence Plan for Phase 2 4.3 Training materials and training sessions for Phase 2 4.4 Project Hand-off/Lessons Learned Meeting for Phase 2

RFP # NRCan-5000054260

To be technically and officially considered as accepted, each deliverable needs to be approved by both the Project Authority (NRCan) and client representative (AAFC).

Deliverables must be submitted in English.

Annex A3 includes some templates and samples:

^{*}see Annex A1 for the minimal content requirements for deliverables

^{**} The contractor is responsible for scheduling, managing the logistics and writing the minutes of all meetings.



- ANNEX A3 1.1 Building Owner's Operating Requirements
- ANNEX A3 2.1 Diagnostic Monitoring Plan Template
- ANNEX A3 3.1 Implementation Plan Template and Sample
- ANNEX A3 3.3 Implementation Report Template
- ANNEX A3 4.2.1 Operational Persistence Matrix
- ANNEX A3 4.2.2 Calibration and Maintenance Checks

2.1.1 Optional Tasks and Deliverables as Described in Annex A1

Deliverable 3.2 Specifications of selected measures (plans and specifications).

- Provider defines scope of work for in-house staff or contractors to implement selected measures.
- Provider prepares specifications for the implementation of selected measures (plans and specifications if required).

2.2 Incentives

The consultant is responsible for applying and obtaining all incentives available and applicable:

- o Incentives for recommissioning services or equivalent
- Incentives for implementation of measures

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

2.3 Meetings and Site Visits

2.3.1 Kick-Off Meeting

- o The consultant will chair and minute a project kick-off meeting, which will include at a minimum:
 - Discussion and confirmation of project background and objectives;
 - Discussion and confirmation of project schedule and milestones;
 - Discussion and confirmation of project team members, and associated roles and responsibilities
 - Discussion of potential conflicts, challenges and concerns;
 - Discussion and confirmation of process and deliverables;
 - Discussion of NRCan/Client/Consultant coordination:
 - Discussion and confirmation of project communication strategy; and
 - Handover of all available building drawings, reports, utility and interval data, etc.
- The consultant will provide summary notes in the form of meeting minutes no more than one week following each meeting.

2.3.2 Project Meetings

The Consultant will chair and minute monthly meetings throughout the duration of the mandate, which will include at a minimum:

- Regular updates on the progress of the recommissioning;
- Regular updates on the Findings Log;
- Review of risks and issues;
- Discussion of comments and feedback provided by the client on submitted deliverables
- Clarifications and direction

2.3.3 Site Visits

The consultant will undertake site visits and gather data consistent with the specified requirements of this statement of work.

 The consultant is responsible for confirming the accuracy of all data collected or obtained through interviews of NRCan Facility Management personnel.



- The consultant is responsible for coordinating their site requirements including the provision of all site access permits and work plans.
- The site visits must be scheduled a minimum of three days in advance or as instructed by the NRCan Project Manager.

3. PROJECT SCHEDULE AND MILESTONES

It is required that the proposal specify the detailed project schedule, providing completion dates for all milestones and deliverables, that will allow the service provider to meet the project deadlines, as per the table below.

Project phase	Project Deadlines
PHASE 1: Planning Including deliverables 1.1 & 1.2	3 weeks after contract awarded
PHASE 2 a): RCx Investigation - Winter Including deliverables 2a.1, 2a.2, 2a.3, 2a.4 & 2a.5	March 31, 2021
PHASE 2 b): RCx Investigation - Summer and Mid-season Including updates to deliverables 2b.1, 2b.2, 2b.3, 2b.4 & 2b.5	September 30, 2021
PHASE 3: Implementation (plans and specs) Including deliverables 3.1 and 3.2	Nov 30, 2021
PHASE 3: Implementation of measures Including deliverable 3.3	Jan 31, 2022
PHASE 4: Hand-off and Persistence Including deliverables 4.1, 4.2, 4.3 & 4.4	March 31, 2022

4. OTHER REQUIREMENTS

4.1 Recommissioning Project Manager

The recommissioning project manager must mandatorily be the one designated under the contract. He or she is responsible of overseeing the whole project, from project coordination to deliverables approval and submittal.

4.2 Applicable References

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

4.3 Covid-19 - Guidance for Contractors Working in AAFC Buildings

Due to COVID-19, Building No. 20 is currently minimally occupied. The building will be accessible throughout the project, however the contractor must abide by pandemic safety measures in place as outlined in Annex A5.

Associated documents shown as Annexes to the Statement of Work

(Attached in separate files to this RFP)

ANNEX A1 – Minimal content requirements for deliverables

- ANNEX A3 1.1 Building Owner's Operating Requirements
- ANNEX A3 2.1 Diagnostic Monitoring Plan Template
- ANNEX A3 3.1 Implementation Plan Template and Sample
- ANNEX A3 3.3 Implementation Report Template
- ANNEX A3 4.2.1 Operational Persistence Matrix
- ANNEX A3 4.2.2 Calibration and Maintenance Checks
- ANNEX A4 A list of major systems and equipment to be analyzed
- ANNEX A5 COVID-19 Check List for Contractors Working in AAFC Buildings
- ANNEX A6 AAFC Carbon Neutral Plan APPENDIX I Ottawa Building 20

ANNEX B - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

*	Government	Gouvernement	Contract Number / Numëro du contrat
	of Canada	du Canada	5000054260-160376
			Security Classification / Classification de sécurité UNCLASSIFIED

LISTE DE VÉRIFIC	ATION DES EXIGENCES	RELATIVES A LA SE		
PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRACT			
 Originating Government Department or Organizatio Ministère ou organisme gouvernemental d'origine 	Natural Resources Canada	2. Branch (LCES/OEE	or Directorate / Direction génér 5/BID	ale ou Direction
3. a) Subcontract Number / Numéro du contrat de sou	is-traitance 3. b) Nam	e and Address of Subcor	ntractor / Nom et adresse du so	ous-traitant
4. Brief Description of Work / Brève description du tra	vall			
For professional services for the Recommissioning of AAFC	s K.W. Neatby building in Ottawa	Ontario.		
5. a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise				V No Yes
5. b) Will the supplier require access to unclassified m		o the provisions of the Te	scholcal Data Control	No Yes
Regulations?	ilitary technical data subject t	o ale provisions of the 16	echnical Data Control	Non Ou
Le fournisseur aura-t-il accès à des données tec	hniques militaires non classifi	ées qui sont assujetties a	sux dispositions du Régiement	Non Cu
sur le contrôle des données techniques?			•	
Indicate the type of access required / Indiquer le ty				
6. a) Will the supplier and its employees require access				No / Yes
Le foumisseur ainsi que les employés auront-lis		ou à des biens PROTÉG	ES et/ou CLASSIFIES?	Non V Oul
(Specify the level of access using the chart in Qu				
(Préciser le niveau d'accès en utilisant le tableau				_ v v.
 b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of 		quire access to restricted	access areas? No access to	√ No Yes
Le fournisseur et ses employés (p. ex. nettoyeur		oblic accès à des zones	d'accès restreintes? L'accès	Non L Oul
à des renseignements ou à des biens PROTÉGI			d deces residentes. E deces	
6. c) is this a commercial courier or delivery requirem				/ No Yes
S'agit-il d'un contrat de messagerie ou de livrais				Non Oul
7. a) Indicate the type of information that the supplier	will be required to access / in	diquer le type d'information	on auquel le foumisseur devra	avoir accès
Canada ✓	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la c	iffusion			
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative ✓	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
No. 100 100 100 100 100 100 100 100 100 10				
Not releasable À ne pas diffuser				
A ne pas unuser		_		
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Précis	ser le(s) pays :	Specify country(les): / Précis	er le(s) pays :
7. c) Level of Information / Niveau d'Information			_	
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTRI	EINTE L	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÊS SECRET		SECRET	
TOP SECRET			TOP SECRET	
TRÊS SECRET			TRÊS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	=
TRÊS SECRET (SIGINT)			TRÊS SECRET (SIGINT)	

TB8/8CT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä



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Contract Number / Numéro du contrat 5000054260-160376 Security Classification / Classification de sécurité UNCLASSIFIED

	Invod) PARTIE A (sulfo)	□ No □ Vee
	prier require access to PHOTECTED and/or CLASSIFIED COMSEC information or assets: eur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS étiou CLASSIFIÉS?	V No Yes Non Oul
	ate the level of sensitivity:	NonOu
	native, indiquer le niveau de sensibilité :	
	piler require access to extremely sensitive INFOSEC information or assets?	No Yes
Le foumisse	eur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	✓ NonOul
	s) of material / Titre(s) abrégé(s) du matériel :	
	Number / Numěro du document :	
	RSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personr	nel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
✓	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECRET COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÊS SEC	
		OP SECRET RÊS SECRET
	SITE ACCESS ACCÉS AUX EMPLACEMENTS	
	Special comments:	
	Commentaires spéciaux :	
	NOTE: if multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: 3I plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	foumi
10. b) May un:	screened personnel be used for portions of the work?	No Yes
	connei sans autorisation sécuritaire peut-il se voir confier des parties du travail?	V Non Oul
If Yes, v	will unscreened personnel be escorted?	No Yes
	affirmative, le personnel en question sera-t-il escorté?	V Non Oul
PART C - SAF		
	FEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATI	FEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ON / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
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Security Classification / Classification de sécurité UNCLASSIFIED

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-4.	Government
	of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 5000054260-160376 Security Classification / Classification de sécurité UNICLASSIFIED

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TB8/8CT 350-103(2004/12)

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APPENDIX 1 - EVALUATION CRITERIA

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Project Manager has a minimum of 5 years experience in Recommissioning within the last 15 years.		
	NOTE: The Project Manager is the one who will conduct the site visit during the investigation phase. He/She will also be the one responsible for overseeing the whole project, from project coordination to the approval and submission of deliverables.		
M2	Overall Client Satisfaction		
	The bidder MUST provide a letter of reference from one (1) client for a recommissioning project completed (referenced in R2 below).		
	Note: The letter will specify the overall client satisfaction (respect of the deliverables, the budget and the schedule).		
M3	Bidder MUST provide security information for each of the proposed resources with their bids.		
	The following information should be provided:		
	 Name of individual Reliability level of security obtained Validity period of security clearance obtained 		

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
	Security Screening Certificate and Briefing Form file number		

1.2 EVALUATION OF RATED CRITERIA

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

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

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	Quality of the proposed plan and approach Provide a brief overview of the RCx project plan (i.e. approach to services) and a proposed work schedule that includes all the	20 points	
	recommissioning phases. • Work Plan:		
	 The Bidder should describe their understanding of the project scope and its challenges and the approach chosen to meet the objectives of the mandate, specifically touching on additional challenges, solutions and approach given minimal occupancy and COVID-19 operations. (5 points) 		
	 The Bidder should provide a well-structured work plan that outlines the different steps that are needed. Points will be allocated comparing the work plan to our requirement. (5 points) 		
	 Work Schedule: The Bidder should specify the milestones and schedule that will meet the project deadlines (5 points) 		
	 Highlight how the special needs of the buildings described in the RFP - Annex A will be addressed (5 points) 		
R2	Resource experience in performing recommissioning projects Bidders may submit a maximum of three (3) projects completed within the last five (5) years of the closing date of this RFP	60 points (20 points / project)	



Criterion	Point Rated Technical Criteria	Maximum Points	Proposal Page #
	demonstrating that the proposed Project Manager has experience in leading RCx projects.		
	The projects submitted must comply with the definition of RCx in the Statement of Work.		
	Using Table A (below) to structure the information, clearly describe the information below for each project:		
	 the role and responsibilities of the Project Manager and all other resource(s); (5 points) 		
	 the building type, total floor space and total project cost (see note (A) and (B) below); (5 points) 		
	 top two (2) RCx measures that were implemented, the associated implementation cost, energy savings (in gigajoule and/or cost saved and/or expressed in %) and simple payback period for each; (5 points) 		
	 how the project (scope, building type, objectives, process and outcomes) demonstrate relevant experience and qualification to successfully complete the project proposed in this RFP and meet the needs of the building described in the SoW at Annex A. (5 points) 		
	(A) Preference will be given to projects where the total building floor space was greater than 5,000 m ² and/or (B) the total cost of the project (fees and work) was greater than \$30,000. – 3 pts will be deducted for each smaller projects less than 5,000 m ² and/or less than \$30,000 for project costs.		
	NOTE 1: The information provided for R2 should not exceed ten (10) pages.		
R3	Quality of the Proposal	10 points	
	The quality and clarity of the proposal will be assessed according to the following criteria:		
	 Structure, where the compatibility between the structure of the document and that outlined in the assessment criteria (2 point) 		
	 Ease with which relevant information can be obtained (2 point) 		
	 Format^(*) (2 point) 		
	 Quality of visual presentation (2 point) 		
	 Overall clarity of information (2 point) 		
	(*) The Technical portion of this proposal should contain a maximum of fifteen (15) 8½" x 11" pages in total and be typed using at least a 10-point font.		

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
	Note: The appendices are not included in these 15 pages.		
R4	Practitioner Certification (i) Provide a valid recommissioning training certificate for a minimum of one resource affected to the project.	10 points	
	(i) To verify certification, the applicant should provide an achievement certificate, valid at bid submission, obtained after a building commissioning or existing building recommissioning exam and delivered by a recognized institution.		
	→ The following table provides a partial list of recognized certificates and institutions. Certificates related to RCx, not mentioned in this table will require the bidder to provide a detailed description of the training content, the name of the certifying institution as well as a copy of the certificate, valid at bid submission.		
	 The certificate should be provided in the appendix to the proposal 		
	NOTE: For this criteria, the points that will be awarded are either 10 or 0.		

Criterion ID	Point Rated Technical Criteria						Maximum Points			Proposal Page #
R4	Cx & RCx certification	RNCan NRCan	CIET	AEE	ВСА	NEBB	ASHRAE	ACG	UWisconsin	
Total points	NRCan (Advanced course on RCx + Exam Certificate) RNCan (Cours avancé en RCx + Certificat d'examen)	*	*							
	CBCP (Certified Building Commissioning Professional)		*	*						
	CBCF (Certified Builfing Commissioning Firm)			*						
	EBCP (Existing Building Commissioning Professional)			*						
	CCP (Certified Commissioning Professional)				*					
	RCxEB-CP (Retrocommissioning of Existing Building Certified Professional)					*				
	BSC-CP (Building System Commissioning Certified Professional)					*				
	CXPP (Commissioning Process Porfessional)					*				
	BCxP (Building Commissioning Professional)						*			
	CBMP (Commissioning Process Management Professional)						*			
	CCA (Certified commissioning Authority)							*		
	QCPP (Qualified Commissioning Process Provider)								*	
	CPEB (Commissioning Process Existing Buildings)								*	

Note: The criterions R1 to R3 will be evaluated according to the evaluation grid below.

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

Not acceptable (0%)

Submitted information does not meet criteria.

Table A - Rated Technical Criteria R2

Pro	Maximum Points	
Project Title		20 points / project
Role and responsibilities of the Project Manager and all other resources, if applicable (5 points)	 The Project Manager's role and responsibilities in the planning and investigation phases of the RCx project. Briefly describe the scope of work and the services provided: a. Planning the work; b. Scope of the RCx analysis (i.e. systems and equipment that were investigated); c. Method for calculating savings. 	
	The Project Manager's role in implementing the RCx measures. Briefly describe the services provided: Engineering of selected measures; Management or execution of work involved.	
	 3. The Project Manager's role in the transfer and persistence phase. Provide the following information where applicable: a. Training of operations staff; b. Method used to follow up on results, along with their duration; c. Describe the persistence services provided to help ensure the sustainability of results. 	
Project description, building type, etc.	Description:	
(5 points)	 Building Type (specify if special purpose building): Total floor space (m²): Total cost of recommissioning project: Date (start and end): Systems recommissioned during this project: Client name: Client Telephone and email: 	

provided.

Proj	Maximum Points	
Brief description of the top two (2) RCx	Top two (2) RCx measures that were implemented	
measures that were implemented	Associated implementation cost	
(5 points)	 Energy savings (in gigajoule and/or cost saved and/or expressed in %) 	
	Simple payback period	
	Comparison of expected savings outlined in the analysis and actual savings generated after one year	
	Description of other non-energy benefits	
Relevant experience and qualification (5 points)	How the project process and outcome(s) demonstrate relevant experience and qualification to successfully complete the project described in this RFP and meet the needs of the building described in the SoW at Annex A.	



APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

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

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages:

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	PHASE 1: Planning	
	Deliverables 1.0, 1.1 & 1.2 (10%)	\$(10%)
2	PHASE 2 a): RCx Investigation – Winter	
	Deliverables 2a.0, 2a.1, 2a.2, 2a.3, 2a.4 & 2a.5 (40%)	\$(40%)
3	PHASE 2 b): RCx Investigation – Mid-season and Summer	•
	Deliverables 2b.1, 2b.2, 2b.3, 2b.4 & 2b.5 (20%)	(20%)
4	PHASE 3: Implementation	
	Deliverables 3.1, & 3.3 (15%)	\$
		(15%)
5	PHASE 4: Hand-off and Persistence	
	Deliverables 4.1, 4.2, 4.3 & 4.4 (15%)	\$ (15%)
	Total Firm Price for Financial Proposal Evaluation:	\$
		(100%)

Applicable Taxes (will not be included in evaluated financial proposal amount)	\$
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OPTIONAL SERVICES

2. LIMITATION OF EXPENDITURE - IMPLEMENTATION MEASURES

RFP # NRCan-5000054260

A maximum allowance has been set for the **Deliverable 3.2 - Tendering documents with plans and specifications**, as required for Phase 2 (optional) as described in Annex A1. This allowance is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect this amount in any resulting contract.

Before this option is exercised, a written proposal must be received and accepted by Canada. The Contractor will submit a proposal for the production of the tendering documents with plans and specifications.

The written authorization of the Departmental Representative must be obtained before the start of any activity related to deliverable 3.2.

OPTIONAL SERVICES	MAXIMUM ALLOWANCE (APPLICABLE TAXES EXCLUDED)
Deliverable 3.2 Specifications of selected measures (plans and specifications if required)	\$ 25, 000.00