

A1. CONTRACT ADVISOR

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Architectural and Engineering Services

Request for Proposals (RFP)

for

Performance of the Work described in Annex "A" – Statement of Work of the draft contract.

Government Gouvernement of Canada du Canada

A2. TITLE

Abuja High Commission Power Generation and Fire Suppression Study and Concept Design

 A3. Solicitation Number
 A4. Project Number
 A5. Date

 21-191460/2
 F-ABUJA-100
 May 30, 2022

A6. RFP DOCUMENTS

- 1. Request for Proposals (RFP) title page
- 2. Definitions (Section "I")
- 3. Submission Requirements (Section "II")
- 4. Evaluation and Basis of Selection (Section "III)
- 5. Price Proposal (Section "IV")
- 6. General Instructions (Section "V")
- 7. Certifications Precedent to Contract Award (Section "VI")
- 8. Submission Checklist (Section "VII")
- 9. Draft Contract (Section "VIII")

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

A7. PROPOSAL DELIVERY

In order for the proposal to be valid, it must be received no later than **14h00 Eastern Daylight Time (EDT)** on **June 29, 2022** referred to herein as the "Closing Date".

Electronic proposals must be sent only to the following email address:

realproperty-contracts@international.gc.ca

A8. PRICE PROPOSAL

All the information required in section 3.5 must appear in Section "IV" - Price Proposal ONLY and included in a separate attachment named "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

A9. ENQUIRIES

All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.

A10. LANGUAGE

Proposals shall be submitted in English or French.

A11. CONTRACT DOCUMENTS

The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.



This bid solicitation cancels and supersedes previous bid solicitation number 21-191460 dated 2022/03/28 with a closing of 2022/04/27 at 14:00 Eastern Daylight Time (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

SECTION "I" - DEFINITIONS

1.0 DEFINITIONS

1.1 Request for Proposals

Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Bidders to submit proposals to provide Architectural and Engineering (A&E) services pursuant to this Request for Proposals (RFP).

1.2 The Bidder

An entity, whether a firm or individual, that submits a proposal on behalf of a Consultant team will be referred to as the "Bidder". A Consultant team is defined as the team of Consultants, specialists and other firms, including the Bidder, proposed to perform the services required. If the Bidder subcontracts parts of the Work to other individuals or firms, the Bidder is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Bidder who represents the other members of the joint venture in contractual and operational matters. Where the Bidder is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

1.3 Bidder - Consultant

For readability, clarity and ease of reference of the narrative that follows, the term "Bidder" is used to identify all entities responding to this RFP. The Bidder responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

1.4 Professional and Technical Services

The Minister seeks to enhance its presence through excellence of design and quality of construction in its Missions abroad. The successful Consultant will provide all professional and technical services as described and required in Annex "A" – Statement of Work of the attached draft contract and all Appendices.

1.5 Bidder's Team

Unless previously authorized in writing by The Minister, the composition of the Bidder's Team actually performing the Work must be identical to the one identified in their proposal. Bidders must use the same professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

SECTION "II" - SUBMISSION REQUIREMENTS

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be received by DFATD at the email address identified and by the date and time specified on page 1 of the solicitation.
- 2.2 Bidders should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Bidder to confirm that their submission has been received on time and to the correct email address.
- 2.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 2.4 Her Majesty requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 2.5 Bidders should follow the specifications format instructions described below, during the preparation of their proposal:
 - · Minimum type face of 10 points.
 - All material be formatted to print on 8.5" x 11" or A4 paper.
 - For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.
- **2.6** Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 2.7 Her Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
 - The size of attachments exceeds 10 MB.
 - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
 - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 2.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 2.9 It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 2.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.
- **2.11** It is the Bidder's responsibility to:
 - obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - prepare its proposal in accordance with the instructions contained in the RFP;
 - · submit by Closing Date and Time a complete proposal;
 - send its proposal only to the email address specified on page 1 of the bid solicitation;
 - ensure that the Bidder's name, and the solicitation number are in the subject line of the email containing the proposal; and,
 - provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

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- **2.12** Unless specified otherwise in the RFP, Her Majesty will evaluate only the documentation provided with a Bidder's proposal. Her Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- **2.13** Joint Ventures will not be considered for this requirement.
- **2.14** A proposal cannot be assigned or transferred in whole or in part.

SECTION "III" - EVALUATION AND BASIS OF SELECTION

3.0 PHASED BID COMPLIANCE PROCESS (PBCP)

3.0.1 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 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 this RFP 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.

3.0.2 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 Foreign Affairs, Trade and Development.
- (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.

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- (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.

3.0.3 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 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.

3.0.4 Phase III: Final Evaluation of the Bid

- (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.

3.1 TECHNICAL EVALUATION

3.1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.

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- **3.1.2** In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.
- 3.1.3 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.
- **3.1.4** Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.
- **3.1.5** The Bidder's Technical response must not exceed 30 single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organization charts and schedule. Copies of required certificates and licences, curricula vitae and title pages are not included in the 30 single-sided page limit. Material exceeding the 30 single-sided page maximum will NOT be considered.

3.2 BASIS OF SELECTION - 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 21 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

- 2. 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.
- 3. 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 %.
- 4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 5. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 6. The responsive bids will be ranked in descending order according to the highest combined rating of technical merit and price.

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

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		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	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 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Ranking		1st	3rd	2nd

3.3 MANDATORY TECHNICAL CRITERIA

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

The Bidders should use the tables below to provide the information requested.

MTC1 MICROGRID FEASIBILITY ASSESSMENTS

Bidders must have recently successfully completed two (2) microgrid feasibility assessments, one (1) building energy audit / energy efficiency study, and one (1) fire suppression study/design, in a similar context to the work described in the draft contract Annex "A" Statement of Work, in a Developing Country as defined by WorldData.info https://www.worlddata.info/developing-countries.php.

Bidders should complete the project information tables below to demonstrate project experience.

"Recent" projects are defined as having been completed on or after June 30, 2012.

"Completed" can be interpreted as date of completed study provided to the client, date of tender ready drawings and/or date of project completion; whichever is most applicable.

Information to be submitted:

To facilitate evaluation, information on specific projects must include:

- title of project(s), location (city, country);
- the name of the client;
- the project start and end dates; and
- brief description of project scope, including photographs and brochure material, as appropriate.

MICROGRID FEASIBILITY ASSESSMENTS Project 1 Microgrid Feasibility Assessment				
	easibility Assessment			
Project Title	City:			
Project Location	Country:			
,	Work occurred in a Developing Country as defined by WorldData.info			
Client Company Name: Company Representative: Email:				
			Project start and	Project start date is after June 30, 2012
end dates (start date must be after	Date Project Started (year):			
June 30, 2012)	Date Project Completed (month, year):			
Description of project scope and demonstration that it was a Microgrid Feasibility Assessment				

MICROGRID FEASIBILITY ASSESSMENTS Project 2 Microgrid Feasibility Assessment				
Project 2 Microgrid F	easibility Assessment			
Project Title				
Project Location	City: Country: Work occurred in a Developing Country as defined by WorldData.info			
Client	Company Name: Company Representative: Email:			
Project start and end dates (start date must be after June 30, 2012)	Project start date is after June 30, 2012 Date Project Started (year):			
June 30, 2012)	Date Project Completed (month, year):			
Description of project scope and demonstration that it was a Microgrid Feasibility Assessment				

MICROGRID FEASIBILITY ASSESSMENTS Project 3 Building Energy Audit / Energy Efficiency Study				
-	orgy riddic? Energy Emolency Olday			
Project Title Project Location	City: Country: Work occurred in a Developing Country as defined by WorldData.info			
Client	Company Name: Company Representative: Email:			
Project start and end dates (start date must be after June 30, 2012)	Project start date is after June 30, 2012 Date Project Started (year): Date Project Completed (month, year):			
Description of project scope and demonstration that it was a building energy audit or energy efficiency study				

MICROGRID FEASIBILITY ASSESSMENTS				
Project 4 Fire Suppre	ession Study/design			
Project Title				
Project Location	City: Country: Work occurred in a Developing Country as defined by WorldData.info			
Client	Company Name: Company Representative: Email:			
Project start and end dates (start date must be after June 30, 2012)	Date Project Started (year): Date Project Completed (month, year):			
Description of project scope and demonstration that it was a Fire Suppression Study/design				

MTC2 Experience of Key Personnel

Bidders must provide key personnel that have recent experience in the three (3) of the components of the deliverables identified in the draft contract Annex "A" Statement of Work, sections 4.1 Energy Audit Component, 4.2 Fire Suppression Component, and 4.3 Power Generation Component (Microgrid).

Adequate experience consists of three (3) recent projects, one (1) per component, of a similar size and scope, or larger, to the Statement of Work, completed in the past ten years to prior to bid closing.

One (1) project must be provided for each of the three (3) of the components for a total of three (3) projects.

A Curriculum Vitae (CV) must be included for each position.

NOTE: A single individual may be proposed to fulfil more than one (1) role.

Information to be submitted:

To facilitate evaluation, information on key resources must include:

- the name of the individual, and the role for which they will be responsible;
- title of the project;
- location of the project (city, country);
- name of the client;
- the project start and end dates; and
- brief description of project scope.

Bidder's must complete the grids below for each position.

[&]quot;Recent" projects are defined as having been completed on or after June 30, 2012.

[&]quot;Completed" can be interpreted as date of completed study provided to the client, date of tender ready drawings and/or date of project completion; whichever is most applicable.

EXPERIENCE OF KEY PERSONNEL			
	ENERGY AUDIT COMPONENT		
Name and the role			
for which they will			
be responsible			
Project Title			
Project Location	City: Country:		
	Company Name:		
Client	Company Representative:		
	Email:		
Project start and	Project start date is after June 30, 2012		
end dates (start			
date must be after June 30, 2012)	Date Project Started (year):		
Julie 30, 2012)	Date Project Completed (month, year):		
Description of			
Project Scope and			
how it meets the 4.1 Energy Audit			
Component			
requirement and			
the roles and			
responsibilities			
performed.			

EXPERIENCE OF KEY PERSONNEL			
Name and the role	FIRE SUPPRESSION COMPONENT		
for which they will			
be responsible			
Project Title			
Project Location	City: Country:		
Client	Company Name: Company Representative: Email:		
Project start and end dates (start	Project start date is after June 30, 2012		
date must be after June 30, 2012)	Date Project Started (year):		
	Date Project Completed (month, year):		
Description of Project Scope and how it meets the 4.2 Fire Suppression Component requirement and the roles and responsibilities performed.			

EXPERIENCE OF KEY PERSONNEL MTC2.3 PROJECT 3 POWER GENERATION COMPONENT (MICROGRID) COMPONENT			
Name and the role for which they will be responsible	FOWER GENERATION COMPONENT (MICROGRID) COMPONENT		
Project Title			
Project Location	City: Country:		
Client	Company Name: Company Representative: Email:		
Project start and end dates (start date must be after June 30, 2012)	Project start date is after June 30, 2012 Date Project Started (year): Date Project Completed (month, year):		
Description of Project Scope and how it meets the 4.3 Power Generation Component (Microgrid) requirement and the roles and responsibilities performed and the roles and responsibilities performed.			

3.4 POINT-RATED CRITERIA (Total of 35 points)

PRTC1 Work Plan (35 out of 35 points)

Intent:

Evaluate the Bidder's strategy for delivering the Project. Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed. For a proposal to receive higher marks, it must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Bidder Team relate to each other, assist each other and communicate with each other.

Information to be submitted:

- description of the project process and milestones that will be followed:
- description of the standards and regulations that will be implemented and/or considered; and
- a project schedule with a description of how the schedule will be maintained.

0 points 14 points	21 points	28 points	35 points
Unsatisfactory No details provided. No approach or methodology was proposed. The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objectives and expected outcomes of this requirement. Some major elements were not clearly addressed. The Riddor may	Acceptable and adequate explanation of how it will meet this requirement. The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not addressed clearly. The Bidder demonstrates the minimum acceptable capability to meet most elements.	Clear, easy-to- understand explanation of how it will meet this requirement. The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to adequately meet all elements of the requirement.	Well-detailed, in depth, and specific explanation of how requirement will be met. The approach and methodology are structured, coherent, and all necessary details are provided. No deficiencies exist. The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to fully meet all elements of this requirement.

3.5 PRICE PROPOSAL (30 POINTS)

3.5.1 All the information required in section 3.5 must appear on Section "IV" - Price Proposal ONLY and must be included in a separate attachment named "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

3.5.2 Firm Price

- **3.5.2.1** Bidders shall quote an all inclusive Firm Price (excluding the cost of The Minister's services and equipment\furniture) on the form attached as Section "IV" Price Proposal. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 3.5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 3.5.3) expected to be payable by Her Majesty as a result of entering into a contract with the Bidder on the Price Proposal;
- 3.5.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- **3.5.2.4** Exchange rate fluctuation protection is not offered; and
- **3.5.2.5** Price Proposals not meeting the above requirements will not be given any further consideration.

3.5.3 Taxes & Duties

Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

Her Majesty will pay the VAT specified in the Price Proposal provided:

- **3.5.3.1** that amount is applicable to the Work provided by the Consultant to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Consultant to any third party (including Subcontractors);
- **3.5.3.2** Her Majesty is unable to procure an exemption from VAT in respect of the Work;
- **3.5.3.3** the Consultant agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
- 3.5.3.4 the VAT is shown separately on all of the Consultant's invoices and progress claims; and
- **3.5.3.5** the Consultant agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

3.5.4 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.



SECTION "IV" - PRICE PROPOSAL

PP1	Contact Information			
Name of Firm:				
Addres	SS:			
Contac	et Person:			
Phone	number: ()			
Email:				
PP2	Firm Price (exclusive of VAT):			
PP2.1	Firm Price (this amount will be used to calculate the wining bid)			
PP2.2	Applicable taxes and Fees:			
PP2.3	Total Firm Price (PP2.1 + PP2.2)			
	All amounts are in Canadian dollars.			
Signati	ure Date			
Print N	lame and Capacity			

SECTION "V" - GENERAL INSTRUCTIONS

GI1 RESPONSIVENESS

1.1 For a Proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

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GI2 ENQUIRIES - SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

GI3 BIDDER'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

3.1 Should any Bidder consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

GI4 PROPOSAL PREPARATION COST

4.1 The costs, including travel incurred by the Bidder in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Her Majesty.

GI5 PROPOSAL DELIVERY

- **5.1** Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the email address indicated in A7, on or before the Closing Date and Time specified in A7.
- **5.2** Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

GI6 VALIDITY OF PROPOSAL

6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

GI7 RIGHTS OF CANADA

- **7.1** Her Majesty reserves the right:
 - **7.1.1** during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon forty-eight (48) hours notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
 - **7.1.2** to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
 - **7.1.3** to accept any proposal in whole or in part without prior negotiation;
 - 7.1.4 to cancel and/or re-issue this RFP at any time;
 - **7.1.5** to award one or more contracts, if applicable;
 - 7.1.6 to retain all proposals submitted in response to this RFP;
 - **7.1.7** not to accept any deviations from the stated terms and conditions:
 - **7.1.8** to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
 - 7.1.9 not to contract at all.

GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

- **8.1** Her Majesty may reject a Proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
 - **8.1.1** Section 121, Frauds upon the Government;

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- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 Section 418, Selling Defective Stores to Her Majesty. (Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

8.2 Where Her Majesty intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 INCURRING OF COST

9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting contract. In addition, the Consultant is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

GI11 Property of Her Majesty

11.1 All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

GI12 RIGHTS OF UNSUCCESSFUL BIDDERS

12.1 Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Her Majesty is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Her Majesty assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 PRICE SUPPORT

- **13.1** In the event that the Bidder's bid is the sole responsive Proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:
 - **13.1.1** a current published price list indicating the percentage discount available to the Minister;
 - **13.1.2** copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
 - **13.1.3** a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
 - **13.1.4** price or rate certification;
 - **13.1.5** any other supporting documentation as requested by the Minister.

GI14 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

14.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project, except for their response to Her Majesty pursuant to this RFP.

GI15 ACCEPTANCE OF BIDS

- 15.1 Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.
- **15.2** Bidders must submit a list of Sub-Contractors they propose to use on the Work. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of Sub-Contractors, unless authorized, in advance in writing by Her Majesty.

GI16 SIGNATURES

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16.1 The following requirements are to be adhered to when signing the Price Proposal:

16.1.1 Corporation

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

16.1.2 Partnership

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

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16.1.3 Sole Proprietorship

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.

16.1.4 Joint Venture

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 16.1.1 to 16.1.3 above.

GI17 RETURN OF DOCUMENTS

17.1 Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

GI18 CLASSES OF OFFICE SPACE: DEFINITIONS

18.1 Class "A":

- **18.1.1** A Class "A" Building is a relatively new building situated in a prime location, with high occupancy and rental rates.
- **18.1.2** A Class "A" building also is new or not older than ten (10) years since construction or a major renovation, and either through recent construction or major renovation has:
 - **18.1.2.1** a modern design (prestigious) with few if any columns restricting use of the floor plate,
 - **18.1.2.2** the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,
 - **18.1.2.3** a prestigious location in terms of exposure and access (i.e., within a fifteen (15) minute walk from a bus or other mass transit station, in the central business district or a very important sector of the city or a diplomatic enclave/area),
 - **18.1.2.4** large, efficient floor plate,
 - **18.1.2.5** appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,
 - **18.1.2.6** emergency fire sprinklers, detectors and alarms,
 - **18.1.2.7** at least two (2) staircases for emergency exiting,
 - **18.1.2.8** on-site parking and storage facilities for lease,
 - **18.1.2.9** built to the latest earthquake standards for the area,
 - **18.1.2.10** employed building codes similar to Canada's codes,
 - **18.1.2.11** back-up generator capability for at least the vital building systems,
 - 18.1.2.12 professional security and property management, and
 - **18.1.2.13** on-site or nearby support retail, banking and other business support services.

GI19 INTERPRETATION

19.1 In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.

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SECTION "VI" - CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada may declare a bid non-responsive, or may declare a Consultant 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 Departmental Representative 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 Departmental Representative will render the bid non-responsive or constitute a default under the Contract.

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 Departmental Representative 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.

CPCA1. STATUS AND AVAILABILITY OF RESOURCES

- 1.1. 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 the Departmental Representative and at the time specified in the bid solicitation or agreed to with the Departmental Representative. 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 equal or higher qualifications and experience. The Bidder must advise the Departmental Representative 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.
- 1.2. 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 or her services in relation to the Work to be performed and to submit his or her résumé to Canada. The Bidder must, upon request from the Departmental Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his or her availability. Failure to comply with the request may result in the bid being declared non-responsive.

CPCA2. EDUCATION AND EXPERIENCE

2.1. 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.

CPCA3. ACCEPTANCE AND ENTRY INTO CONTRACT

3.1. The Bidder certifies that they will undertake, within fourteen (14) calendar days of receipt of notification of acceptance of their bid, to sign the contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided that the Bidder is notified, by Her Majesty, of the acceptance of their bid within ninety (90) days of the tender closing date.

CPCA4. INSURANCE

4.1. The Bidder certifies that they have a clear understanding of the insurance conditions defined in GC16 Insurance of the draft contract.

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4.2. The Bidder is responsible for deciding if any additional 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 Consultant is at its own expense and for its own benefit and protection. It does not release the Consultant from or reduce its liability under the Contract.

CPCA5. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 5.1 The Bidder certifies that in the hiring and employment of workers to perform any Work under the Contract, the Bidder will not refuse to employ and will not discriminate in any manner against any person because:
 - 5.1.1. Of that person's race, national origin, colour, religion, age, sex or marital status;
 - 5.1.2. Of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - 5.1.3. A complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with subparagraph (5.1.1.) or (5.1.2.);
- 5.2. If any question arises as to whether the Bidder has failed to comply with the provision described in paragraph (5.1), the Minister or any person designated by the Minister will decide the question and his or her decision will be final for the purposes of the Contract; and
- 5.3. Failure to comply with the aforementioned clauses (5.1) and (5.2) regarding non-discrimination will constitute a material breach of the Contract.

CPCA6. LABOUR

6.1. The Bidder certifies to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.

CPCA7. CERTIFICATION OF UNDERSTANDING

7.1. The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Departmental Representative so authorizes in writing.

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SIGNED, ATTESTED TO AND DELIVERED on the	day of	on behalf of:	
Print the legal name of the Bidder			
Signature of authorized signatory	Signature of authorize	ed signatory	
Print name(s) & titles of authorized signatory	Print name(s) & titles	of authorized signatory	
Signature of Witness			

SECTION "VII" - SUBMISSION CHECKLIST

1. Proposal is submitted per the stipulations set out in Section II Submission Requirements and is received at

realproperty-contracts@international.gc.ca

no later than **14:00 EDT on June 29, 2022** with the Bidders name and solicitation number (21-191460) in the email subject/title.

- 2. Technical proposal responds to all the mandatory criteria described in 3.1 TECHNICAL EVALUATION
- 3. Technical proposal does not exceed 30 single-sided pages.
- 4. Price proposal is submitted on the Section "IV" Price Proposal Form and is included as a separate attachment.
- 5. Completed and signed Section "VI" Certifications Precedent to Contract Award.

SECTION "VIII" - DRAFT CONTRACT

C. ARTICLES OF AGREEMENT C1. DEPARTMENTAL REPRESENTATIVE

125 Sussex Drive, Ontario K1A 0G2

Ottawa, Canada

Telephone: Mobile:

Fax:

E-mail: @international.gc.ca

DRAFT

Architectural and Engineering Services Contract

Between

Her Majesty the Queen in right of Canada (referred to herein as "Her Majesty") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF CONSULTANT) (INSERT ADDRESS OF CONSULTANT) (referred to herein as the "Consultant")

for

Performance of the Work described in Annex "A" – Statement of Work

C2. TITLE

Abuja High Commission Power Generation and Fire Suppression Study and Concept Design

C3. CONTRACT PERIOD

Start: Contract award date End: March 31, 2023

C4. CONTRACT NUMBER | C5. PROJECT NUMBER | C6. DATE | F-ABUJA-100

C7. CONTRACT DOCUMENTS

- 1. These Articles of Agreement;
- 2. The General Conditions;
- 3. Annex "A", Statement of Work (SOW);
- 4. Annex "B", Basis of Payment;
- 5. Annex "C", Security Requirements Checklist (SRCL);
- 6. The Consultant's bid dated To Be Inserted Upon Contract Award

In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.

C8. CONTRACT AMOUNT

The total Firm Price for the services: INSERT TOTAL VALUE OF CONTRACT

The Firm Price:

- a. is set out in Canadian dollars(Can\$);
- excludes the output VAT (including G.S.T.) to be paid by Her Majesty on the supply of the Work;
- c. excludes the input VAT (including G.S.T.) paid by the Consultant to its suppliers; and
- d. includes all other duties, costs and taxes that the Consultant must pay to provide the Work.

Canada will make the payments in accordance with **Annex "B" Basis** of **Payment.**

C9. Invoices

Two (2) copies are to be sent to the Departmental Representative showing:

- a. the amount of the progress payment being claimed for Work satisfactorily performed;
- b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation:
- c. the date;
- d. the name and address of the consignee;
- e. description of the Work performed;
- f. the project name; and
- g. the contract number.

C10. GOVERNING LAWS

Laws in force in the Province of Ontario, Canada

FOR THE CONSULTANT		
SIGNATURE	DATE	
PRINT NAME AND CAPACITY		
FOR THE MINISTER		Corporate Seal
SIGNATURE	DATE	
PRINT NAME AND CAPACITY		

GENERAL CONDITIONS

GC1 DEFINITIONS

- **1.1** "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- **1.2** "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- **1.4** "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- **1.5** "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor:
- **1.6** "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7 "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8 "Construction Documents" means all necessary working drawings and specifications.
- **1.9** "Consultant" means the party identified in the Articles of Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- **1.10** "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- **1.11** "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract:
- **1.12** "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- **1.14** "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- **1.16** "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- **1.17** "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- **1.18** Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;
- **1.19** "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract:
- 1.20 "Payroll Cost" means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;
- **1.21** "Project Brief" means a document describing the requirements of the project and the services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- **1.22** "Project Schedule" means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;
- **1.23** "Service(s)" means the Consultant Services as set forth in this Contract;
- **1.24** "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Consultant for "Additional Services":
- **1.25** "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- 1.26 "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC2 INTERPRETATIONS

- 2.1 Words importing the singular only also include the plural, and vice versa, where the context requires;
- **2.2** Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

3.1 This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- **4.1** This Contract shall not be assigned, in whole or in part, by the Consultant without the prior consent of the Minister.
- 4.2 An assignment of this Contract without such consent shall not relieve the Consultant from any obligation under this Contract, or impose any liability upon Her Majesty.

GC5 INDEMNIFICATION

- 5.1 The Consultant shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Consultant, the Consultant's servants or agents, or persons for whom the Consultant had assumed responsibility in the performance, or purported performance, of the Consultant's services under this Contract.
- 5.2 The Consultant's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation.
- **5.3** Rights of Her Majesty: The Consultant's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC6 NOTICES

- 6.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
 - **6.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
 - **6.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - **6.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- **6.2** The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC7 SUSPENSION

- **7.1** The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- **7.3** If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:
 - **7.3.1** the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or
 - **7.3.2** the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.
- **7.4** Suspension Costs related to this clause are as outlined in Clause TP7.

GC8 TERMINATION

8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.

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GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

- 9.1 The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
 - 9.1.1 the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors, or
 - **9.1.2** the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2 Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- 9.3 If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Consultant.
- **9.4** If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5 If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.
- 9.6 The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant from any obligation under this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- **10.1** The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- **10.2** The Consultant shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- **10.3** The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.

GC11 National or Departmental Security

- **11.1** If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
 - **11.1.1**to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - **11.1.2**to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - **11.1.3**to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2 If the Work is of a class or kind that involves National or Departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of Her Majesty.

GC12COPYRIGHT AND REUSE OF DOCUMENTS

12.1 Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, Her Majesty or any government department, the copyright

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in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of 50 years from the date of the first publication of the Work.

12.2 All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

- **13.1** The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Consultant shall declare it immediately to the Departmental Representative.
- **13.2** The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- **13.3** The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- 13.4 No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC14STATUS OF CONSULTANT

- **14.1** The Consultant is engaged under this Contract as an independent Consultant for the sole purpose of providing Services.
- **14.2** Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of Her Majesty.
- 14.3 The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

- 15.1 The Consultant declares that:
 - 15.1.1 based on the information provided pertaining to the Services required under this Contract, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;
 - **15.1.2**the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16INSURANCE

- **16.1** The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.
- 16.2 The policy shall be issued with a deductible amount of not more than 2,500 CAN\$.
- 16.3 Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
- **16.4** The costs associated with any insurance coverage required under this Contract shall be part of the quoted Firm Price.

GC17 RESOLUTION OF DISAGREEMENTS

- 17.1 In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
 - **17.1.1** the Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;
 - **17.1.2**the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and

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- 17.1.3the Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the project representative of the Department and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior manager of the Department.
- **17.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.
- 17.3 If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- **17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5 If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- **17.6** Within fourteen (14) days of receipt of the written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- **17.7** If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8 If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the parties agree otherwise.
- **17.9** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.

GC18 Members of Canadian House of Commons

18.1 No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.

GC19 AMENDMENTS

19.1 This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both parties.

GC20 ENTIRE CONTRACT

20.1 This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

GC21 SUPPLEMENTARY CONDITIONS

21.1 Supplementary conditions, if required, shall be as described in Section "I" of this Contract.

GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS

- **22.1** The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.
- 22.2 No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES

- 23.1 The Consultant certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 23.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3 If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Firm Price or otherwise the full amount of the Contingency Fee.

23.4 In this clause:

- **23.4.1** "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.
- 23.4.2 "Employee" means a person with whom the Consultant has an employer/employee relationship.
- **23.4.3**"Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC24 Non-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES

- **24.1** For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and other firms forming the Consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.
- **24.2** The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
 - 24.2.1 of that person's race, national origin, colour, religion, age, sex or marital status,
 - **24.2.2**of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
 - **24.2.3**a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with paragraphs GC24.2.1 and GC24.2.2 above.
- **24.3** Within four (4) days immediately following receipt of a written complaint pursuant to sub clause GC24.2 above, the Consultant shall:
 - **24.3.1** cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
 - 24.3.2 forward a copy of the complaint to the Departmental Representative by registered mail.
- **24.4** Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of sub clause GC24.2 above.
- 24.5 No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 24.6 If a direction is issued pursuant to GC24.4 above, Her Majesty may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.
- 24.7 If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.
- **24.8** Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
 - 24.8.1a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
 - 24.8.2a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
 - 24.8.3a written award issued pursuant to provincial or territorial human rights legislation; or
 - **24.8.4**a judgment issued by a court of competent jurisdiction.
- 24.9 The Consultant shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Consultant.
- **24.10** A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- **24.11** The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.

GC25 APPROPRIATION

25.1 In accordance with Section 40 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

GC26 CONFIDENTIAL INFORMATION

26.1 Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant becomes privy as a result of the work to be performed under this contract, shall be treated as confidential, during as well as after the performance of the said services.

GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT

- **27.1** The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
 - **27.1.1** Section 121, Frauds upon the Government:
 - 27.1.2 Section 124, Selling or Purchasing Office;
 - 27.1.3 Section 418, Selling Defective Stores to Her Majesty;

(Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

GC28 International Sanctions

- 28.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Consultant agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.
- **28.2** The Consultant agrees that Canada relies on the Consultant's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including reprocurement costs arising out of such a termination.
- **28.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: http://www.international.gc.ca/sanctions/index.aspx
- 28.4 Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Consultant, but the Consultant agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- **28.5** If the Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

GC29 STATUS AND REPLACEMENT OF PERSONNEL

- 29.1 If at any time during the period of the contract the Consultant is unable to provide the Services of any person who must perform the Services in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:
 - 29.1.1 the reason for the removal of the person from the Services;
 - 29.1.2the name, qualifications and experience of the proposed replacement person; and
 - 29.1.3 proof that the person has the required security clearance granted by Canada, if applicable.
- **29.2** The Minister may order the removal from the Services of any such replacement person and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- **29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.
- 29.4 If the Consultant intends to use any person in fulfillment of this contract who is or who is not an employee of the Consultant, the Consultant hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her Work in relation to the Services and, the Consultant has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the Services to be performed in fulfillment of this contract.

GC30 No BRIBE

30.1 The Consultant represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the

Contract.

GC31 SOVEREIGN IMMUNITY

31.1 Not withstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

GC32 HEALTH AND SAFETY

- **32.1** The Consultant shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- 32.2 The Consultant shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.
- 32.3 The Consultant must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Consultant must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Consultant is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

ANNEX "A" - STATEMENT OF WORK

The Consultant shall perform and complete the work described herein.

1. TITLE:

High Commission of Canada to Nigeria, in Abuja, Power Generation and Fire Suppression Study and Concept Design

2. BACKGROUND:

The Chancery building (CH) of the High Commission of Canada to Nigeria in Abuja, Nigeria, commissioned in 2015. Shortly after occupancy, the CH was disconnected from the electrical grid mainly because; the power provided by the Nigeria Electrical Power Authority was unreliable. The decision to disconnect the CH was to avoid several tripping and manipulation of the transfer scheme. As a result, the CH has been 100% dependent on diesel generators since; however, the CH was not designed to operate solely on generators.

The CH also has limited fire protection due to local conditions such as, low pressure at fire hydrants and the absence of automatic fire suppression system in the building.

3. OBJECTIVE(S):

The proposed investment (i.e., assessment, cost and design concepts) is:

- a. to determine an optimal model for power supply to include all three power sources such as electricity, sustainability/solar, and generator (Microgrid). The CH was not designed to be 100% reliant on generators. The outcome of the project is to ensure the long-term resiliency, incorporating solar and diesel generator into a controlled Microgrid to ensure continuous and independent operation at full load at all time, while reducing the High Commission's operational environmental footprint
- b. to determine an optimal model for fire suppression to ensure the health, safety and security of employees and visitors. The outcome of this mandate is to determine the best option to provide fire suppression system for the building and/or the upgrading existing installation to ensure the health, safety and security of employees and visitors.

The investment scope and requirements included in the Statement of Requirements (SoR) will inform and guide the basis for the options analysis. The study will consider various solutions and demonstrate how they may or may not meet all requirements listed in the SoR and, will include financial and non-financial analyses.

4. SCOPE OF WORK: REQUIREMENTS AND DELIVERABLES

The High Commission of Canada to Nigeria was designed by a Canadian architect and constructed by Nigerian contractor. The Chancery building (CH) is a square three storey building with a gross floor area (GFA) of 1482 m2. It is slab on grade with no below grade level(s). The property is 13,653 m2 of which 6,293 is developed. The building was commissioned in 2015.

Areas that can be assessed for renewable energy are the roof and grounds, carport parking area roof, guard house room, and the CH Annex (adjacent lot) grounds.

All new systems designed and installed shall meet all applicable codes, standards and regulations of the authority having jurisdiction or the National Building Code of Canada 2015 (NBCC 2015), whichever is more stringent.

Under the supervision of the Departmental Representative, the Consultant shall carryout to the satisfaction of the Departmental Representative the following tasks, deliverables and milestones:

- Site survey report
- Energy Audit report
- Feasibility study: Options and recommendations

- Concept design (2 options maximum): For the microgrid and the fire suppression including option analysis from the energy audit. All the components are interrelated and must be integrated.

4.1. Energy Audit Component

The Consultant will conduct an ASHRAE Level 2 energy audit that includes the following information. Renewable energy installation would ideally, but not necessarily, follow the installation/implementation of measures to stabilize the CH's electrical system, so that the renewable energy system is connected properly and can function safely.

The goal is to ensure resiliency, sustainability, reliability, and appropriateness of the size of the power generation solution.

4.1.1 General Instructions

For all calculations and measurements, the Consultant shall make the necessary extrapolations / assumptions to ensure that measurements reflect operations at full capacity, and not a partial operation (if the measurements are taken during a reduced capacity of the mission due to COVID-19).

All sources of energy consumption are to be evaluated. All measurements and consumption levels should be indicated using the following units:

Utility	Unit
Natural gas	m^3
Water	m^3
Electricity	kWh
consumption	
Electricity demand	kW
Light levels	lux
Area	m^2

The Consultant is responsible to ensure that none of the recommended measures violate either Canadian or local building codes, regulations, established operational parameters, and any existing equipment warranties.

Data used for this assessment must represent complete building data for all building spaces and uses.

4.1.2 Preliminary Energy-Use Analysis

The Preliminary Energy-Use Analysis will conduct an analysis of the High Commission's energy consumption and cost history, using documents such as records of diesel consumption. DFATD will provide these to the Consultant

Energy intensity benchmarking observations must include a calculation of annual energy use divided by building area (to obtain building performance indices such as MJ/m²/year or kWh/m²/year for each energy source). Specify which floor area is being used (e.g., gross floor area, net floor area, etc.) to improve the validity of comparison. The energy calculation methodology for energy use analysis and energy efficiency measure savings must follow the guidelines set out in "Part 2" of the ASHRAE "Procedures for Commercial Building Energy Audits" publication.

Based on the energy use calculations, a calculation should be made of the building's carbon footprint (kg of CO2 equivalent per year). The emission factors used should reflect the embassy's location (e.g., the composition of the electrical grid).

4.1.3 Summary of Major Energy-consuming Equipment and Lighting Systems

The Consultant will review the major energy-consuming equipment and lighting systems to identify their energy demands, and measure key operating parameters and compare them to design levels. The following is a non-exhaustive list:

- i. Major appliances.
- ii. Cooling systems.
- iii. Mechanical insulation upgrades on HVAC networks.
- iv. Ventilations systems.
- v. Building automation systems (BAS), building management system (BMS), and/or local controls.
- vi. All interior and exterior lighting.
- vii. Plug loads.
- viii. Elevating devices (elevators, escalators, etc.).
- ix. Building envelope including weather-stripping.
- x. Domestic hot and cold water.
- xi. Compressed air systems.
- xii. Parasitic loads like circulating pumps, fans, etc.
- xiii. Fire pumps.
- xiv. Water filtration system.
- xv. Any other major energy-consuming equipment on site.

4.1.3.1 Lights Out Audit

The Consultant is responsible to conduct a "Lights Out Audit" as part of the energy audit, which is to be provided as an **appendix**. The intent of the lights out audit is to aid in reducing energy consumption during unoccupied hours, and to allow for a more in depth review of the building and its systems without disrupting the building tenants.

All energy-consuming HVAC and electrical equipment that is operating after hours is recorded and evaluated to determine if it is required or necessary including outside air dampers.

The report must include at least the following items:

- i. General description of the building systems including regular hours of operation;
- ii. Table of equipment operating after hours with columns indicating whether or not equipment is required and any additional notes; and
- iii. A recommendations section describing each energy-saving opportunity. Opportunities with significant energy saving potential must be reviewed in more detail within the building energy audit report.

4.1.3.2 Lighting Inventory

A lighting inventory is to be provided as an **appendix**. This inventory must include fixture, lamp, and ballast information along with spot light level readings taken on site. The Consultant must take enough measurements so that is apparent to the average lighting levels throughout the building. The inventory should make note of any lighting-specific energy-conserving measures (ECMs) suggested earlier in the report, specifying which features should be modified or replaced.

4.1.4 Energy Conserving Measures (ECM) and Cost Analysis

The Consultant will use sound engineering practice and principles to a provide a prioritized table listing of potential energy conserving measures (ECMs) to enable greater energy efficiency, that can be implemented in conjunction with a transition to a microgrid. Feasible or practical ECMs are ones that reduce energy needs while maintaining a productive, healthy, and safe work environment for building occupants.

When accounting for the price increase of utilities, only known approved increases should be accounted for.

A table similar to the one on page 134 of the ASHRAE "Procedures for Commercial Building Energy Audits" should be used including other relevant columns including one for carbon emissions reduced as a result of implementing these ECMs. The GHG emission factors for each fuel type should be selected based on site-specific (Nigerian) data.

Consideration must be given to equipment and systems that are at or nearing the end of their expected useful life where the incremental cost of upgraded equipment will provide a reasonable payback.

While not an ECM per se, the Consultant will explore sub-metering opportunities to improve data quality.

All measures analyzed, regardless of their final results, must be presented in the reports. Include a list of measures that were considered but deemed to be impractical, with brief reasons for rejecting each, can be included.

The Consultant must research and include information in the reports regarding any eligible grants, rebates, incentives and/or programs (e.g., feed-in-tariff for solar panel installation). For each energy efficiency measure, this info is to be included in the financial analysis, along with relevant deadlines. This information is typically available from utility companies and various levels of government.

ECMs shall note opportunities for use of Canadian-designed and/or -made green technologies.

Through an appendix, the Consultant will provide information on specifications of the ECMs, including:

- i. Supporting calculations, presented in a table format, including bin data calculations and/or energy modeling screenshots/printouts used in determining the energy savings.
- ii. Recommended measurement and verification methods that should be taken following implementation.
- iii. Any impacts on occupant health, safety, and comfort, service capabilities; environmental benefits; operating procedures; and maintenance procedures and costs.
- iv. Anticipated life span of new equipment and its impact on the life of older equipment.

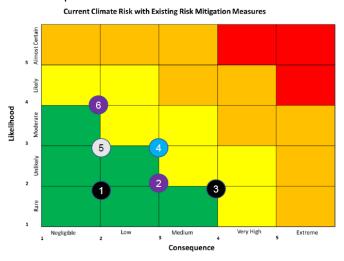
4.1.5 Climate Change Risk Assessment

As an **appendix** to the energy audit, the Consultant will review existing science to conduct a climate change risk assessment. This purpose is to study the anticipated impacts that medium- and long-term climate change will have on the city of Abuja, particularly those that can affect the operations and maintenance of both the mission at large and the proposed microgrid system being studied/proposed in the Power Generation Component (section 4.3).

The climate change risk assessment must provide a matrix of:

- Probability (rare, unlikely, moderate, likely, almost certain) and
- Level of consequence (negligible, low, medium, very high, extreme).

For example:



The risk assessment must include matrices of anticipated conditions for the years 2030, 2050, and 2100.

The Power Generation Component must take into consideration the resulting climate change risk assessment, and demonstrate how the system can be adapted to optimize resilience or what maintenance measures will be required to ensure the system's productivity.

4.2. Fire Suppression Component

For the fire suppression system, the options analysis will assess the possibility to install sprinkler system and/or upgrade to the fire hydrants and provide options and recommendations:

- a. Evaluation of the water main for the supply, flow and pressure:
 - i. From the water main to provide options and advise if a water tank is required, evaluate the following possibilities:
 - Possibility to feed sprinkler from gravity with tank on the roof;
 - Possibility to create a water tank and installation of fire pump on the ground (proposition of the best location).
- b. Evaluation of the operation of the two fire hydrants complete with corrective action plan
- c. Assess the feasibility of and options for installing sprinkler head everywhere in the CH; inspect ceiling space and provide opinion:
 - i. Assess if there is sufficient space in the plenum ceiling for the piping installation;
 - ii. Assess where a riser can be installed and assess the piping and the impact on the office space, mission furniture and layout.
- d. Evaluate the impact on the electrical capacity, for fire pump installation, Investigate the two possibilities of electrical or diesel pumps and indicate the most common practice locally. DFATD is using two fire pumps one as a backup to the first one. This will be the strategy for this project.
- e. Analysis of the fire alarm panel capability for the fire suppression system components to be connected and advise if there is enough space in the fire alarm panel to add the required point for the new sprinkler system such as:
 - i. Fire pump controller point
 - ii. Tamper switches for the valve
 - iii. Flow switches
 - iv. And if space is not available, identify if a card can be added:
- f. Evaluate the local industry:
 - i. On their knowledge, capacity and availability for ongoing maintenance; and,
- Verify availability of equipment and material and if a pre-assembled fire pump assembly should be specified.
- h. Provide cost estimate for the design and installation

4.2.1 Fire suppression concept design

- a. Following NFPA13, NFPA14, NFPA 20 and NFPA22, locate the main component of the fire suppression system.
- b. Provide location of the equipment and material.
- Provide corrective action for the fire hydrants.
- d. Provide a generic piping distribution indicating the pipe location for the riser and on the floor installation.
- e. Indicate any architectural impact for the new installation
- f. Identify the power source and how and where it is fed
- g. Identify the requirement for the connection to the fire alarm panel.

4.3. Power Generation Component (Microgrid)

Microgrid: As defined by IEC TS 62898 "Group of interconnected loads and distributed energy resources with defined electrical boundaries that acts as a single controllable entity and is able to operate in both grid-connected and island mode."

The Consultant will be expected to assess certain issues such as but not limited to the following:

- a. Identify site constraints and opportunities, including local Hydro reliability, for the CH site and the adjacent Annex site:
- b. Site survey and assessment of current installations and identification of deficiencies;
- c. Feasibility report shall include the following:
 - Maximize the available space with solar panel, storage size, generator sizes and recommendations to make a decision on value for money.

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- ii. The design shall explore opportunities for a grid-connected microgrid system as well as Off-grid Island mode operation, to ensure reliability, resilience and power quality;
- iii. The design shall take into consideration the number of operations required for the transfer scheme (if connected to the grid) and the impact in both maintenance and life span of the transfer scheme based on the frequency of power outages.
- d. Assess maintenance requirements, complexity of operating the system, service agreements, extra training, software monitoring systems and provide preliminary commercial terms/contractual relationships assessment of options available in the market including a 10-year maintenance contract of the systems proposed;
- e. Long term maintenance costs (need for Life Cycle Costing);
- f. Frequency of PV system and roof (or mounting surface) inspections;
- g. Warranties and performance; longevity of system components;
- h. Reducing the generator supply as part of the microgrid system (not as the main source);
- i. Enquire and identify municipal requirements and limitations;
- j. Project value proposition to stakeholders;
- k. Legal/environmental suitability and financial viability;
- I. Net project benefits analysis;
- m. Preliminary project design, management and operations plan, budget and schedule;
- n. Narrative on all structural considerations for the installation of PV panels (or any other type of equipment);
- o. impacts on other disciplines as well as geotechnical properties of the site (if new structures are proposed)
- p. Effects of wind: movement of modules; and,
- g. Safety: arc flash, coordination protection and short circuit analysis

4.3.1 Proposed Design and Configuration minimum requirements

The proposed design and system configuration for the microgrid shall provide details such as but not limited to:

- a. Incorporate the recommendations of the energy audit to inform the size of the required microgrid.
- b. Incorporate the options for the Fire suppression into the design.
- c. Follow the recommendations on PD IEC/TS 62898 Microgrids Part 1: Guidelines for microgrid projects planning and specification and related IEC standards.
- d. Perform soil resistivity test as per IEEE 81.
- e. Explore any redundancy opportunities (ex: n-1) to account for equipment downtime
- f. Modelling of the proposed options. A modelling software, such as PV Syst, PV Sol, Aurora SIM, and PV SAM, shall be used to estimate system performance. The software shall include:
 - i. Module-level performance simulation showing the current-voltage (I-V) curve at modules level
 - ii. Real equipment electrical characteristics for modules, inverters, and power optimizers (unlike PVWatts, for example)
 - Ability to include multiple types of inverters (micro versus string) as well as module-level DC optimization
 - iv. A wire-loss calculator used to model wire losses in long distances
 - v. Specific losses shall be calculated based on real system design, for example, DC to AC derates, conductor sizes, and other factors as applicable (as opposed to a general loss factor)
 - vi. A soiling/snow study of the local region could be taken before the production is modelled to improve the accuracy of including these losses.
 - vii. Solar electric array orientation (degrees)
 - viii. Solar electric module tilt (degrees)
 - ix. Shading calculation documentation
 - x. Anticipated total system output
- g. Microgrid Controller: Provide a written description of the different scenarios and services that could be provided by the microgrid controls including, but not limited to the following:
 - i. Automatically connecting to and disconnecting from the grid (if Grid connected)
 - ii. Load shedding schemes and description of the circumstances in order to maintain critical load under equipment failure/natural disaster.
 - iii. Black start and load addition
 - iv. Storage optimization
 - v. Maintaining frequency and voltage
 - vi. PV observability and controllability; forecasting
 - vii. Coordination of protection settings

- viii. Data logging features
- ix. impact of severe weather on the microgrid and building controls
- x. Information Technology (IT): The proposed Microgrid shall include processes to secure control/communication systems from cyber-intrusions/disruptions and protect the privacy of sensitive data as well as reporting to the BMS system.
- h. Generation must be able to follow the load while maintaining the voltage and frequency when running parallel connected to grid. It also needs to follow system load and maintain system voltage within ANSI c84-1 standards when islanded.
- i. Provide a simplified equipment layout diagram include location of the distributed energy resources (DER)
- j. Provide a simplified one-line diagram of the proposed microgrid, including utility interconnection points. Identify new and existing infrastructure that will be part of the microgrid.
- k. Transient and steady state stability studies required under all scenarios of operation considered (Steady State load flow, System Dynamic, Harmonics, Flicker, sequence of Operation, Fault Current, Black Start; etc')
- I. Provide preliminary grounding required.
- m. Proposed equipment information (brochures or cut sheets).
- n. All impacts on other disciplines should be outlined. Geotechnical should also be addressed, in case of a new structure built on the ground.
- o. For PV panels (or any other type of equipment) installed on an existing structure: results of assessment of existing structures along with sketches of reinforcing details, as required.
- p. For PV panels (or any other type of equipment) installed on a new structure: sketches showing location of new structures and design intent should be provided.
- q. For PV panels, optimal tilt angles will have to be determined for maximizing energy yield.
- r. Provide a full description of the Battery storage configuration and fire suppression system proposed.
- s. Assessment of security considerations for the installation of ground-mounted solar PV panels.

4.4. Deliverables

All drawings produced as part of the deliverables will be provided in both CADD (.dwg) and PDF formats. CADD drawings must follow the Computer-Aided Design and Drafting guide issued by Public Services and Procurement Canada available here (https://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/indexeng.html) and DFATD's layer standard (to be provided by DFATD).

Deliverables include the following:

a. Stage 1: Within 10 weeks of contract award, following on site visit, submit draft reports identifying initial assessment and preliminary recommendations.

DRAFT Energy Audit Report (Preliminary Energy-Use Analysis, Summary of Major Energy-consuming Equipment and Lighting Systems, Energy Conserving Measures and Cost Analysis. (independent from the fire suppression and microgrid report)

Draft Site survey Feasibility Report:

Site survey report shall include the following:

For the fire suppression system

- Finding for the fire hydrants and solution
- Proposed options complete with the pros and the cons and cost estimate
 - Option 1 correction of the fire hydrants
 - Option 2 correction of fire hydrants and installation of stand pipe
 - Option 3 correction of fire hydrants and installation of sprinkler system
 - Option 4 correction of fire hydrants and other alternative solution
- Water supply analysis and calculation
- Power requirement
- Implementation strategy
- Recommendation

For the Microgrid

• Description of the existing building and lightning grounding system and the interconnection with all the new Distributed Energy Resource (DER).

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- Main distribution panel and feeders to all secondary panels.
- Determination as to which part of the existing systems shall be retained upgraded or relocated.
- Assessment of current generator installation including life expectancy of the existing installation.
- Assessment of current fuel storage installation.
- Implementation strategy
- Recommendation
- Cost estimate for design and implementation
- b. Stage 2: Within 20 weeks of contract award submit final **Feasibility Report** with option analysis for review by DFATD Subject Matter Experts (SME). Feasibility Report must include the following:

Final Energy Audit Report Final Site Survey Feasibility Report:

Site survey report shall include the following:

For fire suppression and Microgrid

- An options analysis and optimal model for fire suppression and the microgrid individually as per the draft report.
- Demonstrate the impact of implementing the fire suppression on the microgrid and provide cost analysis
- Recommend Energy reduction measures that should be implemented at the same time for cost efficiency
- Analysis of the following options:
- Microgrid only
- Microgrid and fire suppression
- Microgrid fire suppression and energy reduction recommendation
- Microgrid and energy reduction recommendation
- Rough Order of Magnitude (ROM) estimate in an elemental format prepared by Quantity Surveyor with an
 office in Nigeria.
- Schedule for works proposed.
- Risk Management Matrix identifying potential risks, probability, impact and mitigating measures.
- c. Stage 3: Within 30 weeks of contract award submit 66% Concept Design Report for review by DFATD Subject Matter Experts (SME). Report must include the following:
 - Preliminary design of the selected options
 - Preliminary Class C estimate in an elemental format prepared by Quantity Surveyor with an office in Nigeria.
 - Preliminary Schedule for works proposed.
- Stage 4: Within 37 weeks of contract award submit Final Concept Design Report. Report must include the following:
 - · Final Concept design of the selected options
 - Final Concept Class C estimate in an elemental format prepared by Quantity Surveyor with an office in Nigeria.
 - Final Concept Schedule for works proposed.
 - Concept design to be stamped by a certified Engineer

5. TRAVEL:

Although the Department of Foreign Affairs, Trade and Development (DFATD) consider that a single team site visit is required at the early stage of the contract, ultimately the Consultant, based on their interpretation of the Statement of Work (SOW), shall determine site visit requirements. All travel arrangements (flights, hotels, transportation, insurance, immunizations/vaccines, quarantine, etc.) are the responsibility of the Consultant. Aside from standard Government of Canada assistance provided to Canadians abroad, the Government of Canada does not assume responsibility for the safety and security of Consultants. Travel must include no less than one (1) site visit by a qualified electrical engineer or technologist and a qualified mechanical engineer or technologist.

6. CONSTRAINTS:

Health and safety restriction and requirements may apply to Consultant when visiting High Commission of Canada and/or Government of Canada offices. Travel to High Commission of Canada to Nigeria must be approved by Departmental Representative. A minimum of four (4) weeks' notice is required prior to site visit.

7. CLIENT SUPPORT:

The Departmental Representative will provide letters of invitation, if required, for Consultant to obtain entry visa to Nigeria.

Drawings and other relative information related to site conditions will be provided to Consultant by DFATD. Client team will include the following resources: Realty Manager, Project Manager, Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Sustainable Development Officer, Environmental Engineer, IT specialist, Physical Security advisor, Regional Security Manager, Physical Security implementation officer, Quantity surveyor, and Scheduler.

Consultant should allow for up to three (3) weeks from date of submissions for an official response from DFATD Subject Matter Experts by means of Quality Assurance Review (QAR) form.

"As Built" drawings prepared in 2015 will be made available to the Consultant.

8. MEETINGS:

If circumstances permit, meetings may be held in person at either the Consultant office or DFATD offices. Virtual meetings are also acceptable on approved platforms. In addition to teleconference calls, Microsoft Teams and Cisco WebEx are considered approved platforms for virtual meetings. Other on line platforms may be possible but will first require approval by the Departmental Representative. Zoom is not an acceptable platform for virtual meetings.

Safety precautions identified by local health authorities and/or workplace health and safety standards must be respected at all times.

To increase the likelihood of resource availability meetings should be planned as far in advance as possible. A minimum of one (1) week notice is recommended.

Unless indicated otherwise by the Departmental Representative a minimum 1 hour status/information meeting must be organized every 2 weeks.

A presentation (possibly in person) of the Study and Concept Design (allow 2 hours + travel time) may be required as part of stage 4 of the contract.

Meeting minutes are the responsibility of the Consultant.

ANNEX "B" - BASIS OF PAYMENT

TP1 Payments to the Consultant

- 1.1 The Consultant shall be entitled to receive progress payments at the stages identified in Clause TP2 for the continuous efforts done during each month. For each grouping, described in TP2, the payment will not go over the percentage identified in TP2. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than 30 days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant 's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
- 1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause TP1.3.

TP2 Payment Stages

- 2.1 Payments in respect of the Firm Price shall be made during the performance of the Services at the following stages, up to the amounts specified below:
 - Stage 1 Upon completion of initial site visit and submission of site visit report identifying initial assessment and preliminary recommendations. Submission of Draft Energy Audit Report & Draft Site Survey Feasibility Report, an amount up to ten percent (10%) of the Firm Price;
 - Stage 2 Acceptance of 50% Final Feasibility Report with options analysis; an accumulative amount up to fifty percent (50%) of the Firm Price (forty percent (40%) this Stage);
 - Stage 3 Acceptance of 90% 66% Concept Design Report; an accumulative amount up to eighty percent (80%) of the Firm Price (thirty percent (30%) this Stage);
 - <u>Stage 4</u> Acceptance of Final Concept Design Report; an accumulative amount up to one hundred percent (100%) of the Firm Price (twenty percent (20%) this Stage).
- 2.2 Progress payments in respect of stages 1 to 4 inclusive may be made up to an amount not exceeding the value of the price indicated for each stage under consideration.

TP3 Travel and Living Expenses

The Consultant will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, air fare, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Consultant any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Departmental Representative.

Where additional travel is deemed necessary by DFATD, due to extraordinary and unexpected requirements, and with the approval of the Departmental Representative, DFATD will be responsible for the costs for transportation (economy airfare), accommodation and meals. Such travel expenses submitted shall follow the Government of Canada travel policies inclusive of the National Joint Council (NJC) Travel Directives.

In the event that a trip to the High Commission of Canada to Nigeria included in the Consultant's travel plan was approved by DFATD, scheduled, and organized, but for whatever reason subsequently cancelled by the

Departmental Representative, Her Majesty shall reimburse the Consultant for the direct costs of cancellation of the trip incurred by him/her.

All payments are subject to Government of Canada audit.

TP4 Other Direct Expenses

The Consultant will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, including required travel visa applications and immunizations. Travel may require immunization and current information on destinations should be consulted. Travel arrangements DFATD will reimburse the cost for all Visas, but it is the Consultant's responsibility to get the visa. Information concerning travelling abroad may be found at https://travel.gc.ca/travelling/advisories.

COVID testing must be accounted for in the Consultant's overhead costs, they are not reimbursable as separate items; tests are treated as "certificates of health" under the section 3.4.2 of the NJC Travel Directive. Inoculations, vaccinations, X-rays or certificates of health, including PCR test, will not be reimbursed to Consultants.

These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

TP5 Delayed Payment

- 5.1 Subject to Clause TP5.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP5.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause TP1.1.
- **5.2** Except as provided for in Clause TP5.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with Clauses TP1.2 or TP1.3, whichever is the later.
- 5.3 The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP5.1.
- 5.4 With respect to amounts which are less that fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Consultant so demands after such amounts have become due.

TP6 Claims Against, and Obligations of the Consultant

- 6.1 The Consultant shall discharge all lawful obligations, and shall satisfy all lawful claims against the Consultant, for services rendered to, or on behalf of, the Consultant in respect of the Contract, at least as often as the Contract requires Her Majesty to pay the Consultant.
- 6.2 Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Consultant for services rendered to, or on behalf of, the Consultant in respect of the Contract, pay any amount that is due and payable to the Consultant pursuant to the Contract directly to the claimants against the Consultant.
- 6.3 A payment made pursuant to Clause TP6.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the Contract, and will be deducted from an amount payable to the Consultant under the Contract.
- **6.4** For the purposes of this clause a claim shall be considered lawful when it is so determined:
 - **6.4.1** by a court of legal jurisdiction, or
 - **6.4.2** by an arbitrator duly appointed to arbitrate the said claim, or
 - **6.4.3** by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.

TP7 No Payment for Errors and Omissions

7.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.

TP8 Payment for Changes and Revisions

- **8.1** Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- **8.2** Notwithstanding clause TP8.1, Her Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP9 Suspension Costs

- **9.1** During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
- 9.2 Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
- **9.3** Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP10 Termination Costs

- 10.1 In the event of termination of this Contract, Her Majesty shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
- **10.2** Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Consultant expects to incur after the date of termination, and for which the Consultant will request reimbursement.
- **10.3** Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.

TP11 Disbursements

11.1 Disbursements by the Consultant are included in the Firm Price.



	4	ANNEX "C"	- SECURITY REQUI	REMENTS CHEC	KLIST (SRCL)						
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Ministère ou organisme go 3. a) Subcontract Number / N			DFATD	AWP	A			1200			
				me and Address of Subo	contractor / Nom et adresse du s	ous-tra	aitant				
Brief Description of Work / Feasibility Study and concept	Brève	description du tra	rical power source. Evaluation of		554,0001						
	oodgii	TOT ARCHITECTURE	ical power source. Evaluation of	atternatives for line suppres	sion.						
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b) Will the supplier require				to the providulent of the	T-shall ID I O I I		Non	Oui Oui			
Regulations?						~	No Non	Yes Oui			
sur le controle des donne	ees ted	nniques?		fiées qui sont assujetties	s aux dispositions du Règlement	t					
Indicate the type of access	requir	ed / Indiquer le ty	pe d'accès requis								
6. a) Will the supplier and its	employ	ees require acce	ss to PROTECTED and/or C	LASSIFIED information	or assets?		No [Yes			
(Specify the level of acce	ess usi	ng the chart in Qu	accès à des renseignements uestion 7, c)		GÉS et/ou CLASSIFIÉS?	V	Non	Oui			
(Préciser le niveau d'acc	ès en	utilisant le tablear	u qui se trouve à la question	7. c)							
PROTECTED and/or CL	ASSIL	IED information of	or assets is permitted.		ed access areas? No access to	V	No Non	Yes Oui			
Le fournisseur et ses em	ployés	(p. ex. nettoyeur	s, personnel d'entretien) aun	ont-ils accès à des zone	s d'accès restreintes? L'accès	$\overline{}$	NON	Oui			
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S'agit-il d'un contrat de n	nessag	gerie ou de livrais	on commerciale sans entrep	osage de nuit?		~	Non	Oui			
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Gouvernement du Canada

Solicitation Number: 21-191460/2



Government of Canada

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Will the sup Le fournisse If Yes, indic	eur aura-t-II accès à des renseigne ate the level of sensitivity:	ED and/or CLASSIFIED COMSEC i ments ou à des biens COMSEC dé	information or assets? ssignés PROTÉGES et/ou CL/	ASSIFIÉS?	No Yes Non Qui
Dans l'affirm	native, indiquer le niveau de sensit	pilité :		4-	
Le fournisse	piler require access to extremely s eur aura-t-il accès à des renseigne	ensitive INFOSEC information or a ments ou à des biens INFOSEC de	ssets? e nature extrêmement délicate	?	No Yes Non Oui
Short Title(s	s) of material / Titre(s) abrégé(s) de Number / Numéro du document :	ı matériel :			
PART B - PER	SONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSEUR	3)		
10. a) Personr	nel security screening level required	d / Niveau de contrôle de la sécurite	é du personnel requis		NAME OF TAXABLE PARTY.
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET	TOP SECF	
	TOP SECRET- SIGINT	CONFIDENTIEL NATO CONFIDENTIAL	SECRET NATO SECRET	COSMIC T	ORET OP SECRET
	TRÈS SECRET – SIGINT SITE ACCESS	NATO CONFIDENTIEL	NATO SECRET	COSMIC T	RÈS SECRET
	ACCÈS AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screen	ing are identified, a Security Classific	cation Guide must be provided.		
10 b) May une	REMARQUE: Si plusieurs nivea screened personnel be used for po	ux de contrôle de sécurité sont req	uis, un guide de classification	de la sécurité doit être	
Du pers	onnel sans autorisation sécuritaire	peut-il se voir confier des parties d	lu travail?		No Yes Non Oui
If Yes, v	vill unscreened personnel be escor	ted?	G. 11.51.511.17		No Yes
Dans l'a	ffirmative, le personnel en question	n sera-t-il escorté?			Non Oui
		C - MESURES DE PROTECTION	(FOURNISSEUR)		SEAL MANAGEMENT
INFORMATIO	ON / ASSETS / RENSEIGNEN	IENTS / BIENS			
11. a) Will the	supplier be required to receive and	store PROTECTED and/or CLAS	SIFIED information or assets of	on its site or	No Yes
premise	s?				Non Oui
Le fourn	isseur sera-t-il tenu de recevoir et FIÉS?	d'entreposer sur place des renseig	nements ou des biens PROTÉ	:GÉS et/ou	
11. b) Will the	supplier be required to safeguard	COMSEC information or assets?	OMOF OR		No Yes
Le lour	iisseur sera-t-ii tenu de proteger de	es renseignements ou des biens CC	JMSEC?		NonOui
PRODUCTIO	DN				
11. c) Will the p	production (manufacture, and/or repa the supplier's site or premises?	air and/or modification) of PROTECT	ED and/or CLASSIFIED materi	al or equipment	No Yes
Les insta	allations du fournisseur serviront-elle ASSIFIÉ?	s à la production (fabrication et/ou ré	éparation eVou modification) de	matériel PROTÉGÉ	Non Oui
INFORMATIO	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	(TI)	
11. d) Will the s	supplier be required to use its IT syst	lems to electronically process, produ	ce or store PROTECTED and/o	CI ASSIEIED	No Yes
informat	ion or data?				NonOui
Le fourn renseigr	isseur sera-t-il tenu d'utiliser ses pro nements ou des données PROTÉGÉ	pres systèmes informatiques pour tr ES et/ou CLASSIFIÉS?	aiter, produire ou stocker électro	niquement des	
11. e) Will there	e be an electronic link between the s	upplier's IT systems and the govern	ment department or agency?		No Yes
Dispose	ra-t-on d'un lien électronique entre le ementale?	e système informatique du fournisse	ur et celui du ministère ou de l'a	gence	Non LOui

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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

Calegory Calégorie	PROTECTED PROTEGÉ					NATO				COMSEC											
	A	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		ROTEG		CONFIDENTIAL	SECRET	TOP					
										CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL	
nformation / Assets Renseignements / Biens							7100111011110			GEGNET						-					
Production																-					
T Media / Support TI											+	-									
Link / ien électronique					7																

Dans l'affirn	i (e.g. SE0 native, cla tion de sé	RET with Atta ssifier le prés	ing the top an achments), ent formulaire ut et au bas d	en indiqua	nt le niveau d	e sécurité da	ans la case	intitulée			
	lation asso	ciée à la prése	ente LVERS se	ra-t-elle PRO	TÉGÉE et/ou	CLASSIFIÉE				No Non	Yes Oui
Dans l'affirn	native, cla	ssifier le prés	ing the top an ent formulaire ut et au bas d	en indiquar	nt le niveau d	led "Securit e sécurité da	y Classific ans la case	ation". intitulée	i		
12. a) is the descr La descriptio	iption of the	e work contair I visé par la pr	ned within this : ésente LVERS	SRCL PROTI	ECTED and/or ature PROTÉ	CLASSIFIEI GÉE et/ou CI	D? LASSIFIÉE	?		No Non	Yes Oui
IT Link / Lien électronique											
Support TI									1		

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PART D - AUTHORIZATION / PAR	RTIE D - AUTORISATIO	ON						
Organization Project Authority /	Chargé de projet de l'or	rganisme						
Name (print) - Nom (en lettres moul		Title - Titre		Signature				
Rock Clement		Project Mar	nager	Cler	ment, Rock Digitally signed by Clement, Rock Date: 2022.03.01 09:20:51-05:00*			
Telephone No Nº de téléphone 343-203-8266	e télécopieur	E-mail address - Adresse rock.clement@internation:		Date				
Organization Security Authority	/ Responsable de la séc	curité de l'orga	nisme					
Name (print) - Nom (en lettres moul YAUHANN NACEAU Vincent Lussier		Title - Titre		Signature 2	hans Jadean Bown.			
Telephone No N° de téléphone 343-203-5234	Facsimile No Nº de	e télécopieur	E-mail address - Adresse vincent.lussier@internatio		Date Mans 2000			
 Are there additional instructions Des instructions supplémentaire 	(e.g. Security Guide, Ses (p. ex. Guide de sécu	ecurity Classifi rité, Guide de	cation Guide) attached?		No Ves			
16. Procurement Officer / Agent d'a	pprovisionnement							
Name (print) - Nom (en lettres moul	And the second of the second o	Title - Titre		Signature				
Brent Hygaard		Procurem	nent Specialist	hygaard, brent				
Telephone No N° de téléphone 343-573-5242	télécopieur	E-mail address - Adresse brent.hygaard@intern	A COMPANY OF THE PARTY OF THE P	Date March 03, 2022				
17. Contracting Security Authority /	Autorité contractante en	matière de sé	curité					
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature				
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse	dresse courriel Date				

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