



A1. DEPARTMENTAL REPRESENTATIVE

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**Architectural and
Engineering Services
Request for Proposals (RFP)**

for

Performance of the Work described in
Appendix “A” – Statement of Work of
the draft contract.

A2. TITLE Energy audit and microgrid feasibility assessment of the Embassy of Canada to Haiti		
A3. SOLICITATION NUMBER 21-178705	A4. PROJECT NUMBER G-PRNCE-500.1.01	A5. DATE 14 January 2021
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements (Section “I”) 3. Evaluation and Basis of Selection (Section “II”) 4. Price Proposal (Section “III”) 5. General Instructions (Section “IV”) 6. Draft Contract and Statement of Work (Annex “A”) <p>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.</p>		
A7. PROPOSAL DELIVERY <p>In order for the proposal to be valid, it must be received no later than 14:00 EST (Eastern Standard Time) on 15 February 2021 (Ottawa, Ontario) referred to herein as the “Closing Date”.</p> <p>Only electronic copies will be accepted and received at the following email address:</p> <p>Attention: Karyne Villeneuve E-Mail: realproperty-contracts@international.gc.ca Solicitation #: 21-178705</p> <p>Proponents should ensure that the Solicitation Number is clearly marked in the email subject/title.</p>		
A8. PRICE PROPOSAL <p>All the information required in section SR6 must appear on Section “II” - Price Proposal ONLY and be sealed in a separate document marked “Price Proposal”. Failure to comply will result in the entire proposal being declared non-compliant and rejected from further consideration.</p>		
A9. BIDDERS’ CONFERENCE <p>A virtual Bidder’s Conference will be held on 22 January 2021, at 13:00 EST (Eastern Standard Time). Bidders must advise the Departmental Representative by 20 January 2021 (Ottawa, Ontario) in order to receive the instructions to join the virtual Bidder’s Conference. While attendance is optional, it is recommended that bidders who intend to submit a bid attend or send a representative.</p>		
A10. ENQUIRIES <p>All enquiries or issues concerning this RFP must be submitted in writing to realproperty-contracts@international.gc.ca no later than 10 February 2021 in order to allow sufficient time to provide a response.</p>		
A11. LANGUAGE <p>Proposals shall be submitted in English or French only.</p>		
A12. CONTRACT DOCUMENTS <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Departmental Representative in accordance with A10 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		

SECTION "I" – SUBMISSION REQUIREMENTS**SR1 SUBMISSION OF PROPOSALS**

- 1.1 Proposals must be received by DFATD at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Proponents should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Proponent to confirm that their submission has been received on time and to the correct email address.
- 1.3 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.
- 1.4 Her Majesty requests that Proponents provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Proponents 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, or on 11" x 17" or A3 paper, though this will count as two (2) pages.
 - For clarity and comparative evaluation, the Proponent should respond using the same subject headings and numbering structure as in this Request for Proposals (RFP) document.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 It is strongly recommended that Proponents 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 email 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.
- 1.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Proponent or by an authorized representative of the Proponent. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Proponent 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 nonresponsive.
- 1.11 It is the Proponent'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 Proponent'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.

1.12 Proponents agree that, by submitting a Proposal, Her Majesty may request proof of the validity of the statements in their Proposal.

1.13 Unless specified otherwise in the RFP, her Majesty will evaluate only the documentation provided with a Proponent'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.

A proposal cannot be assigned or transferred in whole or in part.

SR2 DEFINITIONS

2.1 Request For Proposals

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

2.2 The Proponent

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Proponent." A consultant team is defined as the team of consultants, specialists and other firms, including the Proponent, proposed to perform the services required. If the Proponent subcontracts parts of the Work to other individuals or firms, the Proponent is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Proponent who represents the other members of the joint venture in contractual and operational matters. Where the Proponent 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.

2.3 Proponent - Consultant

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

2.4 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 Architectural & Engineering Firm, as Consultant, will provide all professional and technical services as described and required in Appendix "A" of the attached draft contract and the Project Brief and all Annexes, including design, production of construction tender documents, advice on contractor selection and award, construction supervision and all other control and administrative services, as described in this RFP, and generally associated with implementing the project (the "Project").

2.5 Proponent's Team

Unless previously authorized in writing by The Minister, the composition of the Proponent's Team

actually performing the Work must be identical to the one identified in their proposal. Proponents must use the same architects, engineers and other professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

2.6 Proposal Forms Part of A&E Services Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal as it relates to the performance of the Work which is the subject of the Project, shall become a part of the A&E Services Contract between the Consultant and Her Majesty.

SECTION "II" – EVALUATION AND BASIS OF SELECTION**SR3 INTRODUCTION**

This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the Mandatory Requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR4 – Mandatory Requirements, SR5 – Rated Requirements and SR6 – Price Proposal. Should Her Majesty elect to proceed with a contract, the Proponent with the highest score will be awarded the Contract.

In the case of a tie for the highest total score, the Proponent submitting the lowest Fixed Price will be selected. In the case of a tie for the total score and a tie for the price proposal score, the Proponent with the highest score for "Corporate Experience" will be selected.

The information required by Section SR4 Mandatory Requirements and Section SR5 Rated Requirements shall be submitted sealed in a separate document marked "Technical Proposal".

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

TECHNICAL PROPOSAL**SR4 MANDATORY REQUIREMENTS**

The Proponent must fill in all the fields in the template "Mandatory Requirements".

4.1 Corporate Experience

Proponents must have a minimum of ten (10) years of recent experience in A&E consulting accomplishments based on a minimum of five (5) projects including having successfully completed building energy audits / energy efficiency studies, microgrid feasibility assessments and design proposals in a similar context to the Embassy of Canada to Haiti.

The response to be provided here is expected to consist of existing material (brochures, corporate profiles, reference letters, etc.). At least one sample report must be submitted to represent any of the projects identified. To facilitate evaluation, information on specific projects should include:

- 4.2.1 title of project(s), location (city, country), project value;
- 4.2.2 brief description of project scope, cost and schedule;
- 4.2.3 gross area of building;
- 4.2.4 dates of participation in the project;
- 4.2.5 corporate role in the project;
- 4.2.6 client references; and
- 4.2.7 design awards, photographs, brochure material, as appropriate.

4.2 Personnel Experience

The Consultant (project lead/principal) assigned to this project must have a minimum of ten (10) years of recent professional and licensed experience in A&E consulting accomplishments based on a minimum of five (5) projects including having successfully completed building energy audits / energy efficiency studies, and microgrid feasibility assessments and design proposals in a similar context to the Embassy of Canada to Haiti. Experience from internships, student employment, and volunteering will not be considered.

Other members of the project team must each have a minimum of seven (7) years of experience in A&E consulting accomplishments based on a minimum of three (3) projects including having successfully

completed building energy audits / energy efficiency studies, and/or microgrid feasibility assessments and design proposals in a similar context to the Embassy of Canada to Haiti.

The response to be provided here is expected to consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual should include:

- 4.2.1 area(s) of expertise of individuals being proposed (including principals and engineers) who would be involved with the project and the role for which they will be responsible;
- 4.2.2 individuals' years of experience;
- 4.2.3 individuals' years with the Proponent entity;
- 4.2.4 confirmation of the individual's license; and
- 4.2.5 responsibilities held by principals and engineers (to be assigned this project) for projects they have completed.

4.3 Certifications and Licensing

Proponents must have relevant professional experience in North America and relevant professional experience using the applicable building codes. The individuals carrying out the Work shall hold appropriate professional certifications and be fully licensed to practice in North America. Proponents should be prepared to provide proof of Certification and Licensing within ten (10) calendar days of request.

SR5 RATED REQUIREMENTS (80 points)

Points for the Rated Requirements account for eighty percent (80%) of the total score and are allocated to the criteria listed in section SR5.1 to SR5.7 inclusively.

Proponents are required to obtain, at minimum, a rating of "adequate" on the criteria set out in SR5.1 Work Plan, SR5.2 Corporate Experience, SR5.3 Experience of Personnel, SR5.4 Cost Control, SR5.5 Quality Control, SR5.6 Schedule Management and SR5.7 Travel Plan. Note that "adequate" ratings are defined below for each evaluation criteria. Proposals not meeting this requirement will not be given any further consideration.

The Proponent's Technical response **must not** exceed thirty (30) single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organization charts and schedule. Material exceeding the thirty (30) page maximum will **NOT** be considered. The thirty (30) page limit does not include appendices (sample report, resumes, copies of professional licensing, etc.). For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure in this document.

5.1 Work Plan (15 out of 80 points)

Intent:

Evaluate the proponent'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 Proponent Team relate to each other, assist each other and communicate with each other.

Information to be submitted:

- 5.1.1 description of the project process and milestones that will be followed;
- 5.1.2 description of the standards and regulations that will be implemented and/or considered;
- 5.1.3 the name, role, number of hours/days planned, per individual Proponent Team member, for each Project milestone;
- 5.1.4 schedule;
- 5.1.5 a project organization chart showing names and titles of all Proponent Team resources named for the Project; and
- 5.1.6 a short description of the roles of key stake-holders: Proponent Team, DFATD representatives, sub-consultants / subcontractors, and other specialists.

Rating:

Significantly exceeds the requirement 13-15	Exceeds the requirement 9-12	Adequate 8	Do not meet the requirement 0-7
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5.2 Corporate Experience (15 out of 80 points)**Intent:**

Evaluate the Proponents recent corporate experience on projects of similar size and scope. Adequate experience consists of five (5) recent projects of the same size and scope or an equivalent combination of larger and smaller projects.

Relevant projects include building energy audits and/or energy efficiency studies and/or microgrid feasibility assessments and/or design proposals.

"Recent" projects are defined as having occurred within the past ten (10) years (2010 onward).

Information to be submitted:

The response to be provided here can consist of existing material (brochures, corporate profiles, reference letters, etc.). As per section 4.2, at least one sample report must be submitted to represent any of the projects identified. To facilitate evaluation, information on specific projects must include:

- 5.2.1 title of project(s), location (city, country);
- 5.2.2 brief description of project scope, cost and schedule;
- 5.2.3 dates of participation in the project;
- 5.2.4 corporate role in the project; and
- 5.2.5 design awards, photographs and brochure material, where appropriate.

Rating:

Significantly exceeds the requirement 13-15	Exceeds the requirement 9-12	Adequate 8	Do not meet the requirement 0-7
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5.3 Experience of Personnel (10 out of 80 points)**Intent:**

Evaluate the recent experience of the proposed personnel on projects of similar size and scope. Adequate experience consists of ten (10) years of recent professional experience in a similar role and completion of three (3) recent projects of same size and scope or an equivalent combination of larger and smaller projects.

"Recent" projects are defined as having occurred within the past ten (10) years (2010 onward).

Information to be submitted:

The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual must include:

- 5.3.1 area(s) of expertise of individuals being proposed (including project manager and site supervisor(s)) who would be involved with the project and the role of which they will be responsible;
- 5.3.2 individuals' years of experience;

- 5.3.3 individuals' years with the Proponent entity;
- 5.3.4 responsibilities held by the individuals being proposed, for projects they have completed; and
- 5.3.5 certification and licensing of personnel, as appropriate.

Rating:

Significantly exceeds the requirement 10	Exceeds the requirement 5-9	Adequate 4	Do not meet the requirement 0-3
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5.4 Cost Control (10 out of 80 points)**Intent:**

Evaluate Proponent's ability, tools and resources to track and control costs. Adequate response shall demonstrate a rigorous procedure to track and control costs. For a Proposal to receive higher marks, it must clearly demonstrate how this procedure will assess the risks specific to this Project.

Information to be submitted

- 5.4.1 a description of the planned procedure for Project cost planning and control; and
- 5.4.2 a narrative on the specific aspects of this particular Project that entail the greatest risk.

Rating:

Significantly exceeds the requirement 10	Exceeds the requirement 5-9	Adequate 4	Do not meet the requirement 0-3
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5.5 Quality Control (10 out of 80 points)**Intent:**

Evaluate the Proponents procedure to control quality. Adequate response shall describe a rigorous procedure to track and control quality. For a Proposal to receive higher marks, it must demonstrate an in depth understanding of quality control issues as they apply to this Project.

Information to be submitted:

- 5.5.1 a description of the planned quality control procedure for each stage of the basic Services as described in Appendix "A" of the Statement of Work of the draft contract; and
- 5.5.2 a narrative on specific quality related concerns for this Project.

Rating:

Significantly exceeds the requirement 10	Exceeds the requirement 5-9	Adequate 4	Do not meet the requirement 0-3
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5.6 Schedule Management (10 out of 80 points)**Intent:**

Evaluate the Proponents procedure to manage the project schedule and meet Project deadlines. Adequate response shall describe a rigorous procedure to time-manage. For a Proposal to receive higher marks, it must demonstrate an in depth understanding of schedule management issues as they apply to this Project.

Information to be submitted:

- 5.6.1 a detailed project timeline for each stage of the basic Services as described in Appendix "A" of the

- Statement of Work of the draft contract, that shows how the work will be planned, performed, and how each deliverable will be completed within the allotted time;
- 5.6.2** a Gantt chart which also summarizes the relationships between individual tasks and Parties; and
- 5.6.3** a narrative on specific schedule related concerns for this Project.

Rating:

Significantly exceeds the requirement 10	Exceeds the requirement 5-9	Adequate 4	Do not meet the requirement 0-3
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5.7 Travel Plan (10 out of 80 points)

As travel to and from the Project Site is a mandatory requirement, the Proponent is required to provide an estimate of the number of trips necessary for each off-site team member (and for on-site members who may have to travel to meet with other team members) throughout the life-cycle of the Project, as per Section 10 of the Statement of Work (Appendix A of the Draft Contract). For team members located within fifty (50) Kilometres of the work site, the Proponent is required to provide an estimate of the number of site visits throughout the life-cycle of the Project.

The travel plan must detail a back-up plan for a site visit if travel conditions (related to COVID-19 or otherwise) do not allow for travel by the primary project team. This can entail partnerships or subcontracting to specialists located closer to Port-au-Prince, or a virtual visit.

Intent:

Evaluate the reasonableness of the Proponent’s travel plan. Adequate response shall describe an adequate number of trips given the management procedure described in section SR4.2. For a Proposal to receive higher marks, it must identify circumstances where more trips could be required and include a reasonable allowance for more trips should one of these events occur.

This estimate is only for the purposes of reviewing the work plan of the Proponent at the RFP stage. Notwithstanding the estimate, the Proponent is responsible for all costs associated with all travel required for the proper execution of the Project and the provision of all professional services. The estimate does not represent a cap on this service or a qualification of the Price Proposal. These costs (including per diem on-site fees, transportation, accommodation, and disbursements) are the Consultant’s responsibility. As such, these costs are to be included in the Proponent’s Price Proposal.

Additional Travel

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, accommodation, meals and incidentals and the A&E Consultant will be responsible for both their per diem travel time and per diem on-site fees. Such travel expenses submitted shall follow the Government of Canada travel policies.

Immunization and Immigration Visa Matters

Travelling outside Canada requires immunization and current information on destinations. Travel arrangements and immigration Visa matters are the responsibility of the Consultant. Information concerning travelling abroad may be found at the DFATD Web site: <https://travel.gc.ca/travelling/advisories>.

In the event that a trip to the construction site included in the Proponent's travel plan is scheduled and organized, but for whatever reason is subsequently cancelled by the Departmental Representative, Her Majesty shall reimburse the Proponent for the direct costs of cancellation of the trip incurred by him.

Note: Any information taken from the DFATD web site provided above is to be considered information only. While DFATD does the utmost to ensure the accuracy and completeness of this information, DFATD does NOT warrant such and does NOT accept any liability for such accuracy or completeness or lack thereof.

Information to be submitted:

- 5.7.1 an estimate of the number of site visits necessary for the Proponent Team members to travel;
- 5.7.2 listing of the Project phase at which travel is required; and
- 5.7.3 the number of persons travelling/visiting and their area of responsibility.

Rating:

Significantly exceeds the requirement 10	Exceeds the requirement 5-9	Adequate 4	Do not meet the requirement 0-3
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SR6 PRICE PROPOSAL (20 out of 20 points)

6.1 All the information required in section SR5 must appear on Section "II" - Price Proposal ONLY and be included in a separate document marked "Price Proposal". Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the Technical Proposal evaluation is completed. If it becomes clear that the Price Score would not alter the standing of any Proposal, that Price Proposal will NOT be opened.

6.2 Fixed Price

- 6.2.1 Proponents shall quote an all inclusive Fixed Price (excluding the cost of The Minister's services and equipment\ furniture) on the form attached as Section "II" - Price Proposal. The Fixed 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 Proponent's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 6.2.2 Proponents shall estimate the value of the taxes (including VAT as per SR6.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent on the Price Proposal;
- 6.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 6.2.4 Exchange rate fluctuation protection is not offered; and
- 6.2.5 Price Proposals not meeting the above requirements will not be given any further consideration.

6.3 Taxes & Duties

Proponents 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:

- 6.3.1 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);
- 6.3.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;
- 6.3.3 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;
- 6.3.4 the VAT is shown separately on all of the Consultant's invoices and progress claims; and

6.3.5 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.

6.4 Rating

The lowest Price Proposal will score twenty (20) points. Price Proposals costing 150% or more of the lowest Price Proposal will score zero (0) points. Other Price Proposals will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = 20 - [(\text{Price Proposal} - \text{lowest Price Proposal}) \times 20 / (\text{lowest Price Proposal} \times 0.5)]$$

Example:

(In this example, Proposal 1 is the lowest Fixed Price)

Proposal 1 = 100	Score = 20 pts
Proposal 2 = 110	Score = 20 - [(110 - 100) x 20 / (100 x 0.5)] = 20 - 4 = 16 pts
Proposal 3 = 125	Score = 20 - [(125 - 100) x 20 / (100 x 0.5)] = 20 - 10 = 10 pts
Proposal 4 = 145	Score = 20 - [(145 - 100) x 20 / (100 x 0.5)] = 20 - 18 = 2 pts
Proposal 5 = 150	Score = 0 pts
Proposal 6 = 175	Score = 0 pts

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

SECTION "III" – PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____-____ Fax number: (____) ____-____

Email: _____@_____

Fixed Price
(in accordance with SR6.2): _____
(state amount in words)

Applicable taxes
(in accordance with SR6.3): _____
(state amount in words)

All amounts are in Canadian Dollars (\$ CAD)

Signature

Date

Print Name and Capacity

COST BREAKDOWN

Financial Proposal	
Please provide details to support the costing	
Description	Total Value (CAD)
Component A – Literature Review and Audit Plan Proposal	\$ _____
Component B – Energy Audit Includes: <ul style="list-style-type: none"> • Preliminary Energy-Use Analysis • Summary of Major Energy-Consuming Equipment and Lighting Systems • Energy-Consuming Measures (ECM) and Cost Analysis • Appendix 1 – Lights Out Audit • Appendix 2 – Lighting Inventory • Appendix 3 – Specification of the ECMs 	\$ _____
Component C – Microgrid Feasibility Includes: <ul style="list-style-type: none"> • Site Survey and Assessment of Current Installations • Preliminary Technical Design Costs and Configuration • Preliminary Costs and Configuration Feasibility • Structural Requirements 	\$ _____
Total Net Costs (Subtotals A + B + C)	\$ _____
Taxes	\$ _____
Total Costs (including Taxes)	\$ _____

SECTION "IV" - GENERAL INSTRUCTIONS

G11 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".

G12 ENQUIRIES - SOLICITATION STAGE

- 2.1** All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative 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 Proponents, the Departmental Representative 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 Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

G13 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

- 3.1** Should any Proponent consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent 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 Proponent will be given consideration provided they are received by the Departmental Representative 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.

G14 PROPOSAL PREPARATION COST

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

G15 PROPOSAL DELIVERY

- 5.1** Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2** Responsibility for proposal delivery: The Proponent 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 a location other than the one stipulated in A7.

- 5.3** Late Proposals: The minister will return unopened proposals received after the Closing Date and Time specified in A7.

G16 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.

G17 RIGHTS OF CANADA

- 7.1** Her Majesty reserves the right:
- 7.1.1** during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent 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.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1** Canada may reject a Proposal where the Proponent, including the Proponent'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;
- 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 Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Proponent and provide the Proponent ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

G19 INCURRING OF COST

- 9.1** No costs incurred before receipt of a signed Contract or specified written authorization from the

Departmental Representative can be charged to any resulting contract. In addition, the Contractor 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 Departmental Representative. The Proponent's attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

- 10.1** Proponents 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 Proponent 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 PROPONENTS

- 12.1** Proponents 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 envelope 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 Proponents of this tender competition. The keeping of such information by Canada 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 Proponents to this tender process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Proponents 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 Proponent's bid is the sole responsive Proposal received, the Proponent 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 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

- 14.1** Proponents 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** Proponents must meet and adhere to the architectural and design standards contained in the bid documentation.
- 15.2** Proponents must submit a list of Sub-Contractors they propose to use on the Work. The successful Proponent 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

- 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.
 - 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 Proponents must, if requested by the Departmental Representative, 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** This definition needs more detail, especially for buildings outside of North America, to more fully assess the varying quality and availability of office space classes around the world. 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.

18.2 Class "B":

- 18.2.1** A Class "B" Building is an older building fully renovated to modern standards situated in a still prime location with very good occupancy rates.
- 18.2.2** A Class "B" building is eleven (11) years or OLDER since initial construction or since a major renovation. Therefore, some (or all) of the fourteen Class "A" points above would not apply or would be inferior or lacking.

18.3 Class "C":

- 18.3.1** A Class "C" Building is an older, un-renovated building (at least eleven (11) years of age) in fairly good condition, with moderate rental rates and good occupancy, in a secondary location that has been surpassed by new downtown developments.

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.

ANNEX "A" – DRAFT CONTRACT AND STATEMENT OF WORK

C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

NAME OF DEPARTMENTAL REPRESENTATIVE
 DIVISION NAME AND ACRONYM
 125 Sussex Drive
 Ottawa, Ontario
 Canada, K1A 0G2

Telephone:
 Mobile:
 Fax:
 E-mail:

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 Services described in Appendix "A" – Statement of Work

C2. TITLE Energy audit and microgrid feasibility assessment of the Embassy of Canada to Haiti														
C3. CONTRACT PERIOD Start: TBD End: TBD														
C4. CONTRACT NUMBER TBD	C5. PROJECT NUMBER G-PRNCE-500.1.01	C6. DATE TBD												
C7. CONTRACT DOCUMENTS 1. These Articles of Agreement 2. Supplementary Conditions (Section "I") 3. General Conditions (Section "II") 4. Terms of Payment (Section "III") 5. Statement of Work (Appendix "A") 6. Existing Document List (Appendix "B") 7. The Consultant's Proposal, dated (Appendix "C") 8. Security Requirements Check List (Appendix "D") 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.														
C8. CONTRACT AMOUNT Her Majesty shall pay the contractor an amount not to exceed \$, to be paid as follows:														
<table border="1"> <thead> <tr> <th>Milestone</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Desktop Review of Documentation and Audit Plan (25% of contract value)</td> <td>\$</td> </tr> <tr> <td>Completion of the site visit (20% of contract value)</td> <td>\$</td> </tr> <tr> <td>Receipt and acceptance by GAC of the 66% draft reports (30% of contract value)</td> <td>\$</td> </tr> <tr> <td>Receipt and acceptance by GAC of the 99% draft reports (15% of contract value)</td> <td>\$</td> </tr> <tr> <td>Receipt and acceptance by GAC of the final 100% reports (10% of contract value)</td> <td>\$</td> </tr> </tbody> </table> All Amounts are in Canadian dollars and exclusive of VAT			Milestone	Amount	Desktop Review of Documentation and Audit Plan (25% of contract value)	\$	Completion of the site visit (20% of contract value)	\$	Receipt and acceptance by GAC of the 66% draft reports (30% of contract value)	\$	Receipt and acceptance by GAC of the 99% draft reports (15% of contract value)	\$	Receipt and acceptance by GAC of the final 100% reports (10% of contract value)	\$
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C9. INVOICES Two (2) copies are to be sent to Departmental Representative showing: a. the amount of the progress payment being claimed for Services 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 CONTRACTOR _____ Signature _____ Date _____ Print Name and Capacity		Corporate Seal												
FOR THE MINISTER _____ Signature _____ Date _____ Print Name and Capacity														

SECTION "I" – SUPPLEMENTARY CONDITIONS**SC1 TRAVEL AND LIVING EXPENSES**

1.1 As travel to and from the project site is a mandatory requirement, all associated costs (including any passport or visa costs, per diem on-site fees, transportation, accommodation and disbursements) are the Consultant's responsibility. As such, these costs are Included in C8. Contract Amount.

1.2 Where Contract changes result in additional or extended travel deemed necessary by the Department of Foreign Affairs, Trade and Development Canada (DFATD), due to Extraordinary and unexpected requirements, and with the approval of the Departmental Representative, DFATD will be responsible for the additional costs for transportation and Accommodation. All approved travel expenses will be in accordance with Treasury Board Directives for persons under contract with the Canadian Federal Government (Treasury Board travel directive website: http://www.tbssct.gc.ca/PUBS_POL/HRPUBS/TBM_113/MENU-TRAVEL-VOYAGE-ENG.ASP).

Airfare shall be limited to economy class only. Consultants are required to seek the lowest possible fares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. DFATD retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Consultant, where this is company policy.

*Additional or extended travel and living costs (as per above) will be calculated and reimbursed based on proof of receipts and in accordance with the TB travel directive. http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng&let=B.

1.3 Travelling outside Canada requires immunization and current information on destinations, Travel arrangements and immigration matters are the responsibility of the Consultant.

1.4 Information on travelling abroad may be found at the DFATD Website: <HTTP://WWW.VOYAGE.GC.CA/INDEX-ENG.ASP>.

NOTE: While DFATD does the utmost to ensure the accuracy and completeness of the information on its web site, DFATD does not warrant such and does not accept any liability for such accuracy or completeness or lack thereof.

1.5 All travel must have the prior authorization of the Departmental Representative. All payments are subject to government audit.

SC2 IMPACT OF COVID-19

The Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor 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 Contractor 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 (including impact on travel, timelines, emergency evacuations, and repatriation).

SC3 LIST OF PROPOSED SUBCONTRACTORS

As per *SACC Manual* clause [A7035T](#) (2007-05-25), “List of Proposed Subcontractors”:

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

SECTION "II" – 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 Standard 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.

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.
- GC12 COPYRIGHT 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 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 fifty (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.
- GC14 STATUS 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.
- GC16 INSURANCE**
- 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.
- 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 Fixed 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
- 17.1.3 the 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 Fixed 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 subclause 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 subclause 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:
- 24.8.1** a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
- 24.8.2** a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
- 24.8.3** a 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 procurement 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;
 - 29.1.2 the 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 Notwithstanding 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 Contractor 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 Contractor 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

SECTION "III" – TERMS 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. 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 Fixed Price shall be made during the performance of the Services at the following stages, up to the amounts specified below:

Stage 1 Desktop review of documentation and audit plan (25% of contract value);

Stage 2 Completion of site visit(s) (20% of contract value);

Stage 3 Receipt and acceptance by GAC of the 66% draft reports (30% of contract value);

Stage 4 Receipt and acceptance by GAC of the 99% draft reports (15% of contract value);
and

Stage 5 Receipt and acceptance by GAC of the final 100% reports (10% of contract value).

- 2.2 Progress payments in respect of stages 1 to 5 inclusive may be made up to an amount not exceeding the value of the price indicated for each stage under consideration.

TP3 DELAYED PAYMENT

- 3.1 Subject to Clause TP3.4 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 TP3.2 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.
- 3.2 Except as provided for in Clause TP3.4, 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.
- 3.3 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 TP3.1.

3.4 With respect to amounts which are less than 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.

TP4 CLAIMS AGAINST, AND OBLIGATIONS OF THE CONSULTANT

4.1 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.

4.2 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.

4.3 A payment made pursuant to Clause TP4.2 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.

4.4 For the purposes of this clause a claim shall be considered lawful when it is so determined:

4.4.1 by a court of legal jurisdiction, or

4.4.2 by an arbitrator duly appointed to arbitrate the said claim, or

4.4.3 by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.

TP5 NO PAYMENT FOR ERRORS AND OMISSIONS

5.1 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.

TP6 PAYMENT FOR CHANGES AND REVISIONS

6.1 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.

6.2 Notwithstanding clause TP6.1, 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.

TP7 SUSPENSION COSTS

7.1 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.

7.2 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.

7.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP8 TERMINATION COSTS

8.1 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.

8.2 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.

8.3 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.

TP9 DISBURSEMENTS

Disbursements by the Consultant are included in the Fixed Price.

APPENDIX “A” – STATEMENT OF WORK (SOW)

1. Purpose

1.1 The Embassy of Canada to Haiti in Port-au-Prince requires a long-term, sustainable solution to ongoing energy generation concerns. The intent of this initiative is to contract professional services to conduct an energy audit, and to produce a feasibility study for a microgrid as a sustainable and reliable alternative source of power generation. Global Affairs Canada (herein referred to as the Department of Foreign Affairs, Trade and Development Canada or “DFATD”) would like to address with this mandate the operation of several Crown-owned buildings. The properties are not at the same location (see Table 1 below) so the analysis will have to take into account that the solution will require two separate systems – one per site.

1.2 The energy audit and the feasibility study are being conducted simultaneously in order to meet the goal to have a reliable solution while taking advantage of opportunities to reduce overall energy consumption that will improve return on investment and reduce greenhouse gas emissions.

1.3 The existing power generation system for the Embassy is fragile and reaching the end of its useful life. The intent of this report is to gather all the information to move forward to a new power generation as early as December 2022.

1.4 The buildings to be audited and assessed are as follows:

Site	Building(s)	Address	Gross area (sq.m.)	Date Constructed
Main Compound	Chancery	Route de	3,937.2 total	2003
	Recreational Facility (2 buildings, including a pool)	Delmas #75		
	2 Guard Huts	Delmas 75		
	Ancillary Building	C.P.826		
	14 Staff Quarters (MHUs ¹)			
Official Residence	Official Residence	Angle rue de Lespinasse Port au Prince Péguy-Ville	464.0	1966
TOTAL			4,401.20	

Table 1: List of properties to be assessed.

2. General Instructions

2.1 All sources of energy consumption are to be evaluated. All measurements and consumption levels should be indicated using the International System Units.

2.2 The final reports must include all of the information mentioned in this Statement of Work.

2.3 The project manager must be an in-house employee of the Consultant. If required, subcontracting to a third party subcontractor for technical components B and C (including site visits) may be proposed.

2.4 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.

¹ Mobile housing units (MHUs) are stacked shipping containers.

2.5 If available, the long term plan for the building will be provided to ensure all recommendations and modifications are in line with the future plans for the building.

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

3. Applicable Codes and Standards

3.1 The design and proposed equipment shall comply with the following standards in case of contradictions the most stringent will be applied:

- 3.1.1 All new structural 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) or 2020 (NBCC 2020)², whichever is more stringent.
- 3.1.2 International Platform Branch Sustainable Development Strategic Framework for Canada’s Missions Abroad. (*DFATD to provide.*)
- 3.1.3 CSA C22.1: Canadian Electrical Code, Part I.
- 3.1.4 ASHRAE 90.1 – Energy Standard for Buildings.
- 3.1.5 ASHRAE Procedures for Commercial Building Energy Audits.
- 3.1.6 UL 1741 Standard for Inverters, Converters, Controllers and Interconnection System equipment for Use With Distributed Energy Resources.
- 3.1.7 IEEE 81- IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System.
- 3.1.8 UL1703 – Flat-Plate Photovoltaic Modules and Panels.
- 3.1.9 International Electrotechnical Commission (IEC) 61215 or UL 61215 - Crystalline Silicon Terrestrial Photovoltaic (PV) Modules.
- 3.1.10 IEC 61646 or UL 61646 Thin-Film Terrestrial Photovoltaic (PV) Modules.
- 3.1.11 ASTM E2481-06 Standard Test Method for Hot Spot Protection Testing of Photovoltaic Modules.
- 3.1.12 IEC 62446-1 – Photovoltaic (PV) systems - Requirements for testing, documentation and maintenance - Part 1: Grid connected systems - Documentation, commissioning tests and inspection.
- 3.1.13 IEEE 2030.7 Standard for the Specification of Microgrid Controllers.
- 3.1.14 UL 1741 Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- 3.1.15 IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems.
- 3.1.16 IEEE 1547.1 Standard for Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- 3.1.17 Racking Systems.
- 3.1.18 UL 2703 Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for Use with Flat-Plate Photovoltaic Modules and Panels.
- 3.1.19 UL 1703. Standard for Flat-Plate Photovoltaic Modules and Panels Monitoring.
- 3.1.20 IEC 61724 Photovoltaic system performance - Part 1: Monitoring.
- 3.1.21 IEC 62852 Ultraviolet (UV) exposure for connectors/cables.
- 3.1.22 IEC 62790 UV exposure for junction boxes.
- 3.1.23 UL 1565 Wire Positioning Devices.
- 3.1.24 IEC 61850 Power Utility Automation.
- 3.1.25 UL67 Standard for panel board.
- 3.1.26 UL 98 Standard for Enclosed and Dead Front Switches.
- 3.1.27 UL 489 Standard for Molded Case Circuit Breakers and Circuit Breaker Enclosures.
- 3.1.28 UL 891 Standard for Dead Front Switchboards.
- 3.1.29 UL 943 Standard for Ground Fault Circuit Interrupters.

² Should the project extend past the publication of NBCC 2020, the requirements of NBCC 2020 will apply, particularly its significant updates pertaining to but not limited to seismic, new structural design requirements, earthquake load effects, and new building efficiency standards.

3.1.30 UL 1283 Standard for Safety for Electro Magnetic Interference Filters.

3.1.31 UL 1449 Standard for Surge Protective Devices.

4. Scope of Component A – Literature Review and Audit Plan Proposal

4.1 The consultant will produce a literature review of all documentation provided by DFATD regarding the Embassy sites, and existing knowledge about microgrid solutions and key considerations for their implementation.

4.2 The consultant will produce an audit plan proposal that details all required steps of the audit and feasibility study, including the site visit. The plan proposal will outline how the requirements of this statement of work will be met through the project, including:

4.2.1 Work plan with timelines.

4.2.2 Roles of project team and stakeholders.

4.2.3 Applicable codes and standards.

4.2.4 Measurements and assessments.

4.2.5 Interviews.

4.2.6 Cost control measures.

4.2.7 Time control measures.

4.2.8 Quality control measures.

4.2.9 Site visit(s).

4.3 The plan proposal must include contingency planning for the site visit should travel not be possible, such as a virtual visit or subcontracting with a local firm.

4.4 If the consultant selects to conduct the site visit via subcontracting to a local partner (LP), unless the LP has been assessed through the RFP process (section 5.1: Work Plan of the RFP), DFATD reserves the right to accept and/or reject the LP based on their qualifications, security considerations, or other reasons.

4.5 The plan proposal will be up for review and discussion between the consultant and DFATD prior to milestones like the site visit.

5. Scope of Component B – Energy Audit

5.1 The scope of work for the energy audit must be, at a minimum, consistent with a Level 2 energy audit as defined in the ASHRAE “Procedures for Commercial Building Energy Audits – Second Edition.” It is the consultant’s responsibility to obtain this publication.

5.2 The Consultant will provide **one energy audit report per site** (see Table 1 above) that will contain the following information:

5.3 Preliminary Energy-Use Analysis

5.3.1 The Preliminary Energy-Use Analysis will include a review of utility billing, including cost and consumption history compiled from utility bills. The utility bills must cover a minimum of 18 months of continuous data. DFATD will provide this to the Consultant.

5.3.2 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.

5.3.3 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).

5.3.3.1 The most recent carbon emission factor for Haiti is 918.7 g of CO₂ eq. per kWh of electricity consumed. (Source: [International Energy Agency, October 2019](#).) Should more recent data become available during the audit process, the most recent carbon emission factor should be used in calculations.

5.3.4 All calculations and/or simulation inputs/outputs/printouts must be included in an appendix. All assumptions made should be noted.

5.4 Summary of Major Energy-consuming Equipment and Lighting Systems

5.4.1 Included below is a non-exhaustive list:

5.4.1.1 Major appliances.

5.4.1.2 Cooling systems.

5.4.1.3 Mechanical insulation upgrades on HVAC networks.

5.4.1.4 Ventilations systems.

5.4.1.5 Building automation systems (BAS), building management system (BMS), and/or local controls.

5.4.1.6 All interior and exterior lighting.

5.4.1.7 Plug loads.

5.4.1.8 Elevating devices (elevators, escalators, etc.).

5.4.1.9 Building envelope including weather-stripping.

5.4.1.10 Domestic hot and cold water.

5.4.1.11 Compressed air systems.

5.4.1.12 Parasitic loads like circulating pumps, fans, etc.

5.4.1.13 Fire pumps.

5.4.1.14 Water filtration system.

5.4.1.15 Any other major energy-consuming equipment on site.

5.4.2 Measure key operating parameters and compare them to design levels.

5.4.3 The consultant must include an appendix consisting of a room by room inventory of all existing interior and exterior lighting (see below).

5.5 Energy Conserving Measures (ECM) and Cost Analysis

5.5.1 The consultant must use sound engineering practice and principles to 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.

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

5.5.3 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 local data (see 5.3.3.1).

5.5.4 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.

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

5.5.6 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.

5.5.7 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.

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

5.6 Appendix 1: Lights Out Audit

5.6.1 The Consultant is responsible to conduct a “Lights Out Audit” as part of the energy audit. 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.

5.6.2 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.

5.6.3 The report must include at least the following items:

5.6.3.1 General description of the building systems including regular hours of operation;

5.6.3.2 Table of equipment operating after hours with columns indicating whether or not equipment is required and any additional notes; and

5.6.3.3 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.

5.7 Appendix 2: Lighting Inventory

5.7.1 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 ECMs suggested earlier in the report, specifying which features should be modified or replaced.

5.7.2 **Note:** In the event that a site visit is not possible due to COVID-19 limitations or other factors, this requirement may be removed following discussion between DFATD and the consultant.

5.8 Appendix 3: Specifications of the ECMs

5.8.1 An appendix detailing the ECMs, and their savings and costs is to be included. It must list each potential energy efficiency measure describing the proposed scope of work, notes, and instructions for its design, recommendation on equipment selection, and commissioning requirements. This appendix must include supporting calculations, presented in a table format, including bin data calculations and/or energy modeling screenshots/printouts used in determining the energy savings.

5.8.1.1 Define recommended measurement and verification methods that will be required following implementation.

5.8.1.2 Define any impacts on occupant health, safety, and comfort, service capabilities; environmental benefits; operating procedures; and maintenance procedures and costs.

5.8.1.3 Define any new skills required of operating staff and training.

5.8.1.4 Recommend measurement and verification methods that will be required to determine the actual effectiveness of the ECMs.

5.8.1.5 Define the anticipated life span of new equipment and its impact on the life of older equipment.

6. Scope of Component C – Microgrid Feasibility

6.1 The Consultant will provide a feasibility assessment for the implementation of a permanently reliable and sustainable islanded (grid-independent) with a microgrid (hybrid solar + energy storage + diesel generator) that will have the capacity to power the Chancery compound. The purpose is to reduce the Embassy’s current reliance on diesel generators with a sustainable, long-term solution.

6.2 The feasibility assessment must fully address all aspect of the solution such as reliability, robustness of the installation/durability, maintenance requirement with local resource, sustainability, operation cost, and resistant to the local environmental condition. The technical analysis shall calculate the energy impacts through sound engineering practices such as modeling (such as PV Syst, PV Sol, Aurora SIM, and PV SAM).

6.3 The consultant is expected to address certain issues such as but not limited to, the following:

6.3.1 Identify site constraints and opportunities.

6.3.2 Preliminary assessment of the technical design and system configuration (resource options, preliminary calculations and selection).

6.3.3 Maintenance; complexity of operating the system, service agreements, extra training, software monitoring systems. Preliminary commercial terms/contractual relationships assessment of options available in the market, including a 10-year maintenance contract of the systems proposed. The proposal shall prioritize a system that can be maintained internally by the mission, with private sector support for emergencies and major maintenance/retrofits. Discussions and interviews with DFATD (upon contract award) will determine operational capacity of the mission.

6.3.4 Long term maintenance costs (need for Life Cycle Costing).

6.3.5 Frequency of PV system and roof (or mounting surface) inspections.

6.3.6 Warranties and performance; longevity of system components.

6.3.7 Project value proposition to stakeholders.

6.3.8 Legal/environmental suitability and financial viability.

6.3.9 Climate resilience of the proposed system.

6.3.10 Net project benefits analysis.

6.3.11 Preliminary project design, management and operations plan, budget and schedule.

6.3.12 Impact to areas where the PV modules are physically connecting to or contacting the building on the roof or the exterior envelope (if any).

6.3.13 Effects of wind: movement of modules and abrasion of roof membrane (if existing roof will be considered for the location of the solar panels).

6.3.14 Safety: arc flash, coordination protection, and short circuit analysis.

6.3.15 Opportunities for use of Canadian-designed and/or –made green technologies.

6.4 Site Survey and Assessment of Current Installations

6.4.1 As there have been additions to the electrical system on the site that are not recorded in as-built drawings it is the consultant responsibility to investigate the current overall condition of the electrical installation, propose/define the scope of work for any required corrective action as part of the microgrid solution.

6.4.2 Provide a condition report with recommendations resulting from a building systems analysis of the electrical infrastructure. The report shall provide details such as but not limited to:

6.4.2.1 Building and lightning grounding system and the interconnection with all the new Distributed Energy Resource (DER).

6.4.2.2 Main distribution panel and feeders to all secondary panels.

6.4.2.3 Determination as to which part of the existing systems shall be retained, upgraded or relocated.

6.4.2.4 Description of the necessary changes to the existing system.

6.4.2.5 Description of the existing grounding infrastructure and the ability to provide safety to the existing and new infrastructure.

6.4.2.6 Carry out thermal imaging of all distribution boards, isolators and incoming supply head during normal office hours.

6.4.2.7 Report to include pictures and thermal images, together with identifying health and safety risk issues and class D costs for rectification.

6.4.2.8 Assessment of current generator installation.

6.4.2.9 Assessment of current fuel storage installation.

6.4.2.10 Perform Quality Analysis Study and install a Data Logger to capture estimated building loads and to capture Utility distribution quality.

6.5 Preliminary Technical Design Costs and Configuration

6.5.1 The consultant shall conduct a preliminary assessment of the technical design and system configuration for the proposed microgrid in accordance with the following:

6.5.1.1 The design shall explore opportunities to meet current standards within the constraints of existing infrastructure. Understanding the exact requirements of the user and building performance is essential to achieve the desired outcome.

6.5.1.2 The proposed Microgrid shall include a proven and reliable technology for energy storage.

6.5.1.3 What additional investments/challenges in utility infrastructure may be required to allow the proposed Microgrid to reconnect to the utility grid?

6.5.1.4 The proposed Microgrid shall allow for the integration of renewable energy (solar photovoltaic) as well as diesel generators.

6.5.1.5 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. The proposed system should also be compatible with typical BMS protocols and have the capability to support an open supervised port to connect to building management systems.

6.5.1.6 Assessment of the fuel sources existing. Describe how many days of continuous operation of the microgrid can be achieved with current fuel storage capability? If additional fuel storage is required, provide a written description of needs required for this.

6.5.1.7 Demonstrate that the proposed infrastructure and generation are resilient to the forces of nature that are typical in the area and describe how the microgrid will remain resilient to disruption caused by such phenomenon and for what duration of time.

6.5.1.8 Proposed Photovoltaic (PV) products must be off-the-shelf production materials with a proven track record. Any premium cost for the photovoltaic products must be substantiated with clear cost-benefit calculations and data indicating a payback period of ten years or less.

6.5.1.9 As Port-au-Prince sun ratio irradiance is high with about 5.5 – 6 hrs peak sunlight, a Bifacial Type PV Array would capture as much sun as possible. The Consultant will have to determine the best suitable application for these types of sunlight conditions.

6.5.1.10 Durability and available warranties when selecting the appropriate PV modules for this project.

6.5.1.11 Provide cost/benefit analysis of the different technologies available on the market.

6.5.1.12 Measured savings associated with the energy delivery of a PV system with accuracy research of the estimating the annual diesel consumption (running only on diesel generators), and calculations with and without the output of the PV system.

6.5.1.13 Explore any redundancy opportunities (ex: n-1) to account for equipment downtime. Sophisticated modelling software, such as PV Syst, PV Sol, Aurora SIM, and PV SAM, shall be used to estimate system performance. The software shall include:

6.5.1.13.1 Module-level performance simulation showing the current-voltage (I-V) curve at modules level.

6.5.1.13.2 Real equipment electrical characteristics for modules, inverters, and power optimizers (unlike PV Watts, for example).

6.5.1.13.3 Ability to include multiple types of inverters (micro versus string) as well as module-level DC optimization.

6.5.1.13.4 A wire-loss calculator used to model wire losses in long distances.

6.5.1.13.5 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).

6.5.1.13.6 Solar electric array orientation (degrees).

6.5.1.13.7 Solar electric module tilt (degrees).

6.5.1.13.8 Shading calculation documentation.

6.5.1.13.9 Anticipated total system output.

6.5.1.13.10 Controller that incorporates an open protocol that can communicate to almost any source.

6.5.1.14 Inverters shall have “Smart inverter” capabilities, which allow for remote system shutoff and restart by the utilities. Arc fault protection is required for inverters.

6.5.1.15 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:

6.5.1.15.1 Automatically connecting to and disconnecting from the grid (if grid-connected).

6.5.1.15.2 Load shedding schemes and description of the circumstances in order to maintain critical load under equipment failure/natural disaster.

6.5.1.15.3 Black start and load addition

6.5.1.15.4 Storage optimization

6.5.1.15.5 Maintaining frequency and voltage

6.5.1.15.6 PV observability and controllability; forecasting

6.5.1.15.7 Coordination of protection settings

6.5.1.15.8 Data logging features

6.5.1.15.9 How resilient are the microgrid and building controls? Discuss the impact of severe weather on the microgrid and building controls, and what measures should be taken for resilience.

6.5.1.16 The feasibility assessment must take into account all components of a microgrid system, including but not limited to: control system, renewable energy production and storage, communication system, etc.

6.5.1.17 The feasibility assessment should not assume that every energy-conserving measure recommended in the energy audit (Component B) will be implemented when calculating potential costs, returns on investment, etc.

6.6 Preliminary Costs and Configuration Feasibility

6.6.1 Assess the feasibility of the building to be converted to a microgrid system through activities mentioned in the scope including but not limited to: site assessment and securitization, solar production analysis, geotechnical analysis, rooftop structural analysis, interconnection analysis, environmental impact, civil engineering, site planning, permitting, and security considerations.

6.6.2 Produce a project implementation plan for the critical microgrid procurement and installation, with estimated timelines for various milestones.

6.6.3 Compile a list of potential contractors (manufacturers, installers) (at least 3), products, and associated costs.

6.6.4 Identify the maintenance requirements of the microgrid system.

6.6.5 Identify project risks that would impact the delivery of the implementation plan, and identifying measures to mitigate those risks.

6.6.6 Calculate the reduction in carbon emissions that could be expected from the transition to a microgrid system.

6.6.7 Provide a brief narrative describing how the proposed microgrid will operate under normal and emergency conditions. Include description of normal and emergency operations.

6.6.8 Design analysis approach that include: Steady State load flow, System Dynamic, Harmonics, Flicker, sequence of Operation, Fault Current, Black Star.

6.6.9 Provide a high-level written description of the electrical infrastructure (feeders, lines, relays, breakers, switches, current and potential transformers (CTs and PTs) and thermal infrastructure (steam, hot water, cold water pipes) that are a part of the microgrid.

6.6.10 Narrative on all structural considerations for the installation of PV panels (or any other type of equipment).

6.6.11 All impacts on other disciplines should be outlined. Geotechnical should also be addressed, in case of a new structure built on the ground.

6.6.12 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.

6.6.13 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.

6.6.14 For PV panels, optimal tilt angles will have to be determined for maximizing energy yield.

6.6.15 Provide a full description of the Battery storage configuration and fire suppression system proposed.

6.6.16 Provide feasibility design characteristics for Concrete structure or reinforced concrete pads to support container microgrid enclosures. Concrete rated at a minimum 4000-5000 psi.

6.7 Structural Requirements

6.7.1 Building Code Compliance Requirements

6.7.1.1 All new structural 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.

6.7.2 Design, Evaluation, and Performance of Structure

6.7.2.1 For all scenario involving installation of PV panels (or any other type of equipment) on an existing structure (such as the roof), a structural assessment must be conducted, taking into account all types of loading and the current condition of the supporting structure.

6.7.2.2 NBCC 2015 along with its Structural Commentaries shall be used for the assessment of existing structures.

6.7.2.3 Any demolition (openings or other) required for the installation of the PV panels (or any other type of equipment) should not decrease the live load capacity of the slab or any other element, should not compromise the structural integrity of the affected elements and should not reduce the capacity of the Lateral Force-Resisting System (LFRS).

6.7.2.4 Any new structure required to support the PV panels (or any other type of equipment) should be designed to the requirements of the NBCC 2015, taking into account realistic values for climatic loading. The spectral accelerations values will be provided by DFATD.

6.7.3 Deliverables and Drawings

6.7.3.1 Narrative on all structural considerations for the installation of PV panels (or any other type of equipment).

6.7.3.2 All impacts on other disciplines should be outlined. Geotechnical should also be addressed, in case of a new structure built on the ground.

6.7.3.3 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.

6.7.3.4 For PV panels (or any other type of equipment) installed on a new structure: sketches showing location of new structures and design intent shall be provided.

6.7.3.5 Provide a simplified equipment layout diagram include location of the Distributed Energy Resources (DER).

6.7.3.6 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.

6.7.3.7 Provide the distribution System modelling simulation.

- 6.7.3.8 Transient and steady state stability studies under all scenarios of operation considered.
- 6.7.3.9 Provide soil resistivity test as per IEEE 81.
- 6.7.3.10 Provide preliminary grounding required.
- 6.7.3.11 Provide a full description of the electrical and thermal loads served by the microgrid when operating in islanded and parallel modes: Peak KW, Average KW, annual/monthly/weekly KWh, annual/monthly/weekly BTU (consumed and recovered) and identify the location of the electrical loads on the simplified equipment layout and one-line diagrams.
- 6.7.3.12 Proposed equipment information (brochures or cut sheets).
- 6.7.3.13 Provide short circuit calculation, protection coordination and arc flash analysis of all the possible scenarios under which the microgrid will operate.
- 6.7.3.14 Battery sizing and parasitic losses estimates.
- 6.7.3.15 Cyber security and Information Technology: Provide description of the IT/Telecommunications Infrastructure (wide area networks, access point, Ethernet switch, cables etc.) and protocols.
- 6.7.3.16 Identify the IT and telecommunications infrastructure on the simplified equipment layout diagram. Differentiate between new and existing infrastructure.

7. Deliverables

- 7.1 All deliverables must be submitted in English or French.
- 7.2 The Contractor must record meeting minutes for all meetings and provide them to the Departmental Representative.
- 7.3 The literature review of all documentation provided by DFATD and audit plan proposal specified in Section 4 will be provided in both Word and PDF formats.

7.4 Component B – Energy Audit

- 7.4.1 One draft energy audit report **per site** (see Table 1) will be provided in Word format for review by DFATD staff. The draft reports must include all information and documentation specified in Section 5.
- 7.4.2 One final energy audit report **per site** will be provided in both Word and PDF formats, having integrated the comments from DFATD staff.
- 7.4.3 The final reports must be stamped by a Professional Engineer.

7.5 Component C – Microgrid

- 7.5.1 One draft microgrid feasibility report **per site** (see Table 1) will be provided in Word format for review by DFATD staff. The draft reports must include all information and documentation specified in Section 6.
- 7.5.2 One final energy audit report **per site** will be provided in both Word and PDF formats, having integrated the comments from DFATD staff.
- 7.5.3 The final reports must be stamped by a Professional Engineer.

7.5.4 The consultant will give a presentation summarizing findings and recommendations to the project team following the completion of the final reports.

7.5.5 CAD 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/index-eng.html>) and DFATD’s layer standard (*to be provided by DFATD*).

8. Anticipated Schedule

8.1 A kickoff meeting will be held within one (1) week of the contract award. The Contractor must record meeting minutes and provide them to the Departmental Representative.

8.2 A regular update meeting will be held at least once a month over the duration of the project. The Contractor must record meeting minutes for each update meeting and provide them to the Departmental Representative.

8.3 The literature review and audit plan proposal must be provided to DFATD by March 31, 2021.

8.4 The successful bidder will be required to do a site visit at a time coordinated with Embassy staff. Consultants may request an additional site visit to further verify site conditions, but the visit must be coordinated to ensure minimal disruptions. Security escorts are required at all times to accompany consultants conducting inspections. These will be provided by the Embassy but must be coordinated in advance within a five business day notice. All other costs related to the contract shall be the responsibility of the proponent.

8.5 Scheduling of the site visit is tentative pending delays relating to the COVID-19 pandemic and possible border closures to travel.

8.6 The 66% draft reports must be provided to DFATD within one forty-five days of the last day of site visits (deadline to be identified by DFATD). DFATD reserves the right to request a telephone or videoconference to review the draft report with the consultant/contractor.

8.7 The 99% draft reports must be provided to DFATD within three weeks of receiving comments from DFATD on the 66% draft reports (deadline to be identified by DFATD). DFATD reserves the right to request a telephone or videoconference to review the draft report with the consultant/contractor.

8.8 The final reports must be provided to DFATD within two weeks of receiving comments from DFATD on the 99% draft reports (deadline to be identified by DFATD).

8.9 All invoices must be submitted to GAC by the contract end date (date to be identified by DFATD).

9. Milestones

9.1 25% of project costs may be applied and invoiced following submission of the literature review and audit plan proposal.

9.2 20% of project costs may be applied and invoiced following completion of the site visit. If more than one site visit is required, these costs may be divided among the visits and billed following each visit (i.e., two site visits = 10% each).

9.3 30% of project costs may be applied and invoiced following submission of the 66% draft reports.

9.4 15% of project costs may be applied and invoiced following submission of the 99% draft reports.

9.5 The remaining 15% of project costs may be applied and invoiced following submission and acceptance by DFATD of the final reports, and completion of the summary presentation.

9.6 All project costs must be invoiced within two weeks of submission and acceptance by DFATD of the final report, or before the contract end date, whichever comes first.

10. Contracting Notes

10.1 Production of the energy audit and microgrid feasibility is not a guarantee/promise of further employment by DFATD to implement energy-conserving measures, and/or to design and install a microgrid system at a later date.

11. Notes on Site Visit/Travel

11.1 The consultant is responsible for their own safety during travel to, in, and from Haiti.

11.2 All travel and living costs for the Contractor’s resources required to travel must be in accordance with the National Joint Council Travel Directive: <https://www.njc-cnm.gc.ca/directive/d10/v238/en>.

11.3 All travel and transportation costs of the Contractor and his associates and/or subcontractors in the performance of the Work are considered part of the Contract fee (as per Section “III” – Price Proposal) and are the sole responsibility of the Contractor.

APPENDIX "B" – EXISTING DOCUMENTS LIST

B.1 Site map of main compound.

APPENDIX "C" – THE CONTRACTOR'S PROPOSAL

To be inserted at time of contract award.

APPENDIX "D" – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat TBC
Security Classification / Classification de sécurité Unclassified

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat TBC
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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET – SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> NATO SECRET NATO SECRET
<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : <u>The contractor will be escorted if they are to work in the operational zone.</u>	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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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

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Samir Basaria		Title - Titre Senior Technical Advisor, Sustainable Dev	Signature Basaria, Samir <small>Digitally signed by Basaria, Samir Date: 2020.12.10 00:28:55 -05'00'</small>
Telephone No. - N° de téléphone 613-796-2014	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel samir.basaria@international.gc.ca	Date December 9, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Andreea Stoinesteanu		Title - Titre Manager, Personnel Security & Contracting	Signature Andreea Stoinesteanu <small>Digitally signed by Andreea Stoinesteanu Date: 2020.12.10 13:20:26 -05'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel andreea.stoinesteanu@international.gc.ca	Date 2020-12-10
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Karyne Villeneuve		Title - Titre Acting Senior Procurement Officer – Real Property Operations	Signature Karyne Villeneuve <small>Digitally signed by Karyne Villeneuve Date: 2020.12.10 13:26:08 -05'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel karyne.villeneuve@international.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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