



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Generator Fuel Delivery Sys Upgrade	
Solicitation No. - N° de l'invitation EQ481-180950/A	Date 2017-11-08
Client Reference No. - N° de référence du client EQ481-180950	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-015-7404	
File No. - N° de dossier TOR-7-40084 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abela, Aaron	Buyer Id - Id de l'acheteur tor015
Telephone No. - N° de téléphone (905) 615-2061 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 110 Stone Rd W. - Unit 110 Guelph Ontario N1G3W4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, Electronic Payment Instruments, Additional Certifications, and any other annexes.

1.2 Summary

The Public Health Agency of Canada (PHAC) Laboratory in Guelph, Ontario, requires the inspection, evaluation, assessment and submission of an evaluation report, for its on-site Generator Fuel Delivery System to bring it into compliance with CSAB139-2015 Fuel Oil Code for the building address identified in Annex "A" – Statement of Work.

In addition, PHAC requires the supply, replacement and provision of labour to install components of system found not to be in compliance and upgrade it to meet CSAB139-2015 standards;

The requirement is from the date of Contract Award to March 31, 2018.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at The Public Health Agency of Canada - The National Microbiology Laboratory at 110 Stone Rd. W. Guelph, Ontario. N1M 3M9 on November 23, 2017. The site visit will begin at 10:00 AM EDT.

Bidders are requested to communicate with the Contracting Authority no later than 6:00 PM EDT November 21, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend.

It is recommended that the Bidder send qualified Oil Burner Technician personnel to the site visit.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at The Public Health Agency of Canada - The National Microbiology Laboratory at 110 Stone Rd. W. Guelph, Ontario. N1M 3M9 on November 23, 2017. The site visit will begin at 10:00 AM EDT.

Bidders are requested to communicate with the Contracting Authority no later than 6:00 PM EDT November 21, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment and will subsequently be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "A". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 1 Electronic Payment Instruments, to identify which ones are accepted.

If Annex 1 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

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

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders must comply with all the mandatory technical criteria, and must provide supporting documentation with their bid to demonstrate that they meet the criteria. If bidders fail to meet any of the Mandatory Technical Criteria, they will be deemed non-compliant and will be removed from the evaluation process.

Bidders are requested to write the section and/or page number where the information can be found in their bid.

Item	Mandatory Technical Criteria	Bidders should provide where in their bid they meet the Mandatory Technical Criteria
1.	Conformity Assessment The Bidder must perform the conformity assessment of the current Fuel Generator Fuel Delivery System based on in	

	<p>accordance with the CSAB139-2015 Fuel Oil Code, and be accredited by TSSA</p> <p>To demonstrate this accreditation, the bidder must supply a valid copy of their TSSA Contractor Registration.</p> <p>If certification document is not provided with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 3 days of request from PWGSC.</p>	Page or Section # _____
2.	<p>Lead Oil Burner Technician</p> <p>The Lead Oil Burner Technician must be certified by a recognized certification body.</p> <p>To demonstrate this accreditation, the bidder must supply a valid copy of their OBT certificate.</p> <p>If the certification document is not provide with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 3 days of request from PWGSC.</p>	Page or Section # _____
3.	<p>Plan/Schedule</p> <p>Bidders must produce a written plan and schedule as to how they intend to execute the work laid out in the Statement of Work. This plan must include:</p> <ul style="list-style-type: none"> i. Equipment types; ii. Quantities; iii. Personnel; and iv. Hours of operation 	Page or Section # _____

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- i. Bidders must submit pricing for all line items in accordance with Annex B, Basis of Payment, with their bid at bid closing;
- iii. SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Date of Contract Award to May 30, 2018 inclusive.

6.4.2 Delivery Date

Deliverables must be completed on or before March 31, 2018.

6.4.3 Delivery Points

National Microbiology Laboratory
110 Stone Rd. W.
Guelph, Ontario
N1M 3M9

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Aaron Abela
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Dr, Suite 480C
Mississauga, ON L5B 2N5

Telephone: 905-615-2061
Facsimile: 905-615-2060
E-mail address: aaron.abela@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation
EQ481-180950/A
Client Ref. No. - N° de réf. du client
EQ481-180950

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40084

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative (*To be completed by bidder*)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Lot Price for a cost of \$_____, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.7.6 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.7.7 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

(a) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(b) Instruction to contracting officers: Insert additional distribution as applicable. The following is an Example one (1) copy must be forwarded to the consignee.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2016-04-04), General Conditions –Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____.

6.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

1. Title: Generator Fuel System Upgrade

2. Objective

To bring generator and required fuel systems into compliance with CSAB139-2015 Fuel Oil Code

The generator at the Public Health Agency of Canada (PHAC) laboratory in Guelph, Ontario provides back up power to cryogenic freezers used for the long term storage of research pathogens, as well as back up of building life safety systems in the event of power disruptions.

2.1 Existing Systems or Components

The current system consists of a 100kw diesel generator set, transfer switch, 909 litre main tank, 227 litre day tank, fuel transfer pump, piping and exhaust.

Any parts deemed to be in need of replacement during the assessment would not be on the generator itself, but on ancillary systems that feed it therefore the make & model would be irrelevant. Attached are pictures of the sub-systems

DAY TANK



Solicitation No. - N° de l'invitation
EQ481-180950/A
Client Ref. No. - N° de réf. du client
EQ481-180950

Amd. No. - N° de la modif.
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TOR-7-40084

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tor015
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FILLER NECK



FUEL PUMP



Solicitation No. - N° de l'invitation
EQ481-180950/A
Client Ref. No. - N° de réf. du client
EQ481-180950

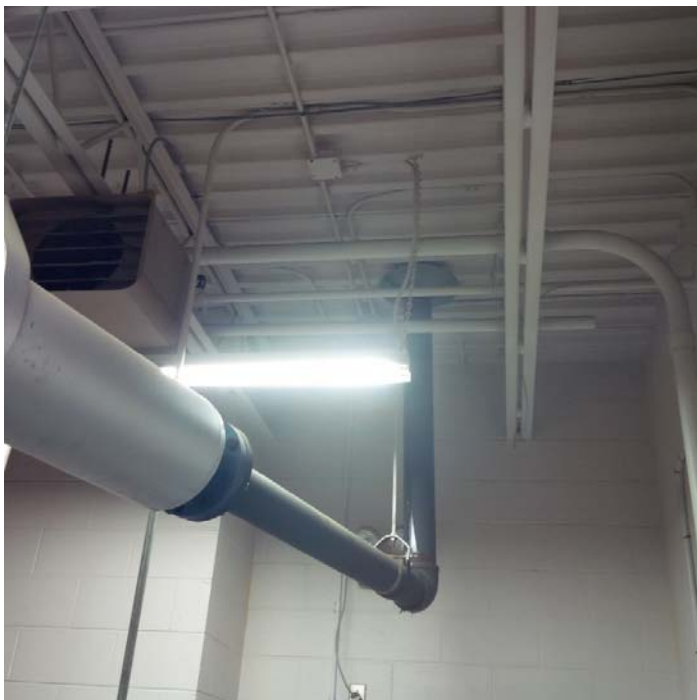
Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40084

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME

GENERATOR SET



INSIDE EXHAUST



Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
EQ481-180950

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40084

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME

MAIN TANK & FUEL PUMP



OUTSIDE EXHAUST



PUMP CONTROLLER



3. Contractor's Responsibilities

3.1 The Contractor must provide all supervision, labour, equipment, transportation and any incidentals necessary for conducting the inspection, evaluation, assessment and completion of report services under this contract.

4. Scope of Work

4.1 Firm Requirement – Inspection, Evaluation, Assessment and Report

- (a) The Contractor must inspect, evaluate, assess and submit an evaluation report, as required for the following Generator Fuel Delivery System to bring it into compliance with CSAB139-2015 Fuel Oil Code for the following critical building address:

National Microbiology Laboratory
110 Stone Rd. W.
Guelph, Ontario
N1M 3M9

In addition, the Contractor must complete the following:

- (b) Provide updated design and control diagrams and operation manuals on parts to be replaced & systems to be supplied in hard copy to project authority upon completion.
- (c) Provide valid inspection report for fuel oil distributors upon completion of work. Valid is defined as acceptable under the CSA B 139 code

4.2 Replace and Upgrade Components

Components that **MAY** require replacement but is **not limited** to are as follows:

- Fuel tanks and related components
- Fuel pump and controller
- Exhaust system down stream of muffler
- Fill system with containment
- Fire safety valve
- Supply lines
- Venting

- (a) The Contractor must supply, replace and provide labour to install components of system found not to be in compliance and upgrade it to meet CSAB139-2015 standards;
- (b) For installation of new components, the Contractor must supply all labour, tools, equipment, materials and supplies required for the removal of old parts and equipment to be replaced, as well as for installation of new components complete with accessories, as well as generator inspection and testing after installation.
- (c) Remove and dispose of old parts and equipment.
- (d) Non-Salvageable equipment: as agreed by the Project Authority (PA), items must be packed by the Contractor using the appropriate packing and crating materials desired to ensure that old parts and equipment are disposed of at a local landfill site by the Contractor.
- (e) Provide equipment manuals and operating instructions for new components.
- (f) The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the newly installed components conform to applicable standards, specifications and requirements. Inspections and test results, must be documented in report format, and will be subject to approval by the PA.

5. Installation Acceptance Criteria:

- (a) Prior to completion of any Contractor deliverables, including installation of new components, the generator fuel system will be inspected by the PA or designated representative confirm delivery obligations have been met.

6. Workmanship

6.1 Service Standard must be of a uniformly high quality;

6.2 Perform work with minimum disturbance to building occupants and operation;

6.3 Correct defective work as soon as notified by the TA or TA's authorized representative thereof.

6.4 All inspections must be completed by personnel in possession of a current "Oil Burner Technician" certificate.

7. Safety, Security and Protection of Property

The Contractor must comply with all Site and Security Regulations that are in effect at the Public Health Agency of Canada site, which relate to the safety of persons on the site, or the protection of property against loss or damage from any and all causes including fire. The Contractor must be responsible for observing and enforcing safety in accordance with all Provincial Labour Laws and Regulations in effect for the Contractor and their personnel and representatives.

We expect the contractor to have their own health and safety plan. The work will be done in mechanical rooms and must not have an effect on government employees within the building.

8. Reporting

All contractor personnel that will be working on project must attend a mandatory Lab Safety Awareness Session for Contractors that will be provided by the lab staff.

Shawn Osmond is The PSPC on site representative and emergency contact

He will be on site to supervise the contractor at all times. Any change from original contract needs his permission. The expectation is that the Contractor provide daily updates and work schedule.

9 Constraints

The work location is at 110 Stone Rd Guelph. The work can be completed during normal business hours (8am to 5pm). Only work that will cause excessive noise will have to be performed outside of business hours. Arrangements must be made with the Project Authority or access and supervision.

10. WHMIS

- 10.1 The Contractor must comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to DND and Health Canada.
- 10.2 The Contractor must provide the TA or representative thereof with copies of MSDSs for all hazardous materials brought onto the site by the Contractor.

11. Safety

- 11.1 The Contractor must report immediately to the TA or representative thereof of all potentially hazardous materials disturbed during routine maintenance or accidental spills made of any potential hazardous materials;
- 11.2 In case of a spill or accident involving a hazardous material (i.e. fuel, hydraulic fluid, glycol, etc.), the TA or representative thereof must be contacted immediately. If so directed by the TA or representative thereof, the Contractor will be responsible to clean all affected area(s) until all deficiencies are corrected. All costs associated in an environmental clean-up will be the sole responsibility of the Contractor;
- 11.3 In accordance with the Canadian Environmental Protection Act (<http://laws-lois.justice.gc.ca/eng/acts/C-15.31/>) the Contractor must use to the fullest extent possible environmentally safe, non-toxic and non-hazardous products and materials.

12. Supervision, Liaison, Communication and Personnel

- 12.1 The Contractor must provide experienced labour (supervisors and flagmen), skilled and qualified in this field of work;
- 12.2 The Contractor must ensure that all personnel performing the work under the Contract are trained and know the requirements identified in Section 3, Scope of Work under this Contract;
- 12.3 The Contractor must upon verbal request of the TA or representative thereof, immediately remove from the site any Contractor's personnel, who in the opinion of the TA or representative thereof, is deemed unqualified, incompetent or has conducted him or herself inappropriately

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EQ481-180950/A

Client Ref. No. - N° de réf. du client

EQ481-180950

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-7-40084

Buyer ID - Id de l'acheteur

tor015

CCC No./N° CCC - FMS No./N° VME

(noting DND has a zero tolerance harassment policy). The Contractor must not permit any person who has been removed to return to any Public Health Agency of Canada work site;

13. Government-Supplied Equipment or Resource

The contractor must supply all the equipment and resources required to complete all deliverables.

ANNEX "B"

BASIS OF PAYMENT

All inclusive, firm lot prices in Canadian dollars, supply, delivery, installation and transportation included, FOB destination indicated and includes all delivery charges. Canadian Customs duties and excise taxes extra. GST/HST extra if applicable and shall be shown as a separate item on invoices.

1.1 Generator Fuel Delivery System Upgrade

Item No.	Description	Qty.	Firm Lot Price
1	For the complete supply, delivery and installation upgrade of the currently owned and operated Generator Fuel Delivery System for the Public Health Agency of Canada laboratory in Guelph, Ontario, in accordance with the specifications detailed at Annex A – Requirement.	1 Lot	\$ _____ CAD
			Total Evaluated Price \$ _____ CAD (applicable taxes extra)

Solicitation No. - N° de l'invitation
EQ481-180950/A
Client Ref. No. - N° de réf. du client
EQ481-180950

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40084

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME

ANNEX “1” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractor's Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The Contractor's Professional Liability policy must include the following:

a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract

b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

g. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
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284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
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234 Wellington Street, East Tower
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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

4. Automobile Liability Insurance

4.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

4.2 The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

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