

# **REQUEST FOR PROPOSAL (RFP)**

# PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR STAND-BY GENERATORS at the David Florida Laboratory (DFL) in Ottawa

Bid Submission Deadline: April 13, 2021 at 2:00 PM (EDT)

Submit Bids to the Canadian Space Agency by:

FAX: 819-997-9776

or

**E-Post Connect:** TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

For the attention of: Rafael Uribe

Reference: CSA File No. 9F023-20190536

*Note*: Please read this Request for Proposal carefully for further details on the requirements and bid submission instructions



March 29, 2021



#### **TABLE OF CONTENTS**

#### Introduction

The bid solicitation is divided into six (6) parts plus attachments and annexes, as follows:

- **Part 1** General Information: provides a general description of the requirement;
  - 1. Summary
  - 2. Security Requirement
  - 3. Trade Agreements
  - 4. Optional site visit
  - 5. Epost Connect service
  - 6. Debriefings
- **Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation:
  - 1. Standard Instructions, Clauses and Conditions
  - 2. Submission of Bids
  - 3. Enquiries Bid Solicitation
  - 4. Applicable Laws
  - Office of the Procurement Ombudsman clause
     Clause for solicitation documents and regret letters for unsuccessful bidders
  - 6. Communications Notification
  - 7. Direct deposit
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - 1. Bid Preparation Instructions
- **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;
  - 1. Evaluation Procedures
  - 2. Financial Evaluation
  - 3. Basis of selection
  - 4. Mandatory Criteria
- **Part 5 Certifications and Additional Information**: includes the certifications and additional information to be provided; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
  - 1. Certifications Required with the Bid
- **Part 6** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

#### List of Annexes:

- Annex "B" Pricing
- Annex "C" Statement of Work (SOW)
- Annex "D" Performance Evaluation Form
- Annex "E" Technical evaluation
- Annex "F" Integrity Form
- Annex "G" EPost Instruction



#### **PART 1 - GENERAL INFORMATION**

# 1. Summary

The Canadian Space Agency wants to retain the services of a specialized firm for quarterly and annual inspection, testing and maintenance of the emergency generators in accordance with manufacturer's recommendations and code requirements, at the David Florida Laboratory (DFL) in Ottawa.

#### Period of the Contract

The initial period will be from the date of contract award until March 31, 2022.

# Optional period(s)

This request is for the award of one (1) year contract, with four (4) irrevocable options of one (1) year each, which allows Canada to extend the term of the contract.

#### Work location

The work will take place at the David Florida Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa, Ontario, K2H 8S2).

# 2. Security Requirement

There are no security requirements associated with this requirement.

# 3. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 4. Optional site visit

Before submitting his bid, the contractor should be present at the site visit to familiarize himself with the existing conditions and examine any other details that could affect the cost of the work. Arrangements have been made for a site visit to be held on April 7, 2021, at 10:00am at the David Florida Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa, Ontario, K2H 8S2).

The bidders should communicate with the Contracting Authority to confirm attendance and provide the name of the person who will attend 48 hours in advance. In order to protect the health and safety of participants due to the COVID-19 pandemic, visitors will have to respect the hygiene and physical distancing instructions in force. Bidders may be required to bring masks and gloves. Only one visitor per company will be allowed. Do not attend the visit if you have symptoms of COVID-19, if you have traveled in the past 14 days, or if you have been in contact with people affected by the disease or its symptoms. A second visit could be organized if there are too many attendees. Should that be the case, a notice will be posted on the Buyandsell website. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

<sup>\*</sup> For the site visit, you have to bring an identification card that you will show at the reception.



\* For the site visit, it is recommended bringing the request for proposals documentation with you to be able to take notes.

## 5. The epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. (see instructions at Annex "G")

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#transmission-by-facsimile

# 6. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



#### **PART 2 - BIDDER INSTRUCTIONS**

# 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual <a href="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</a> issued by Public Works and Government Services Canada.

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

## 1.1. SACC Manual Clauses

**The document 2003 (2020-05-28)** - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25</a>

## 2. Submission of Bids

THE DEADLINE FOR SUBMITTING BIDS IS INDICATED ON PAGE 1 OF THIS DOCUMENT.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically.

# **Bids must be submitted ONLY TO:**

By the epost Connect service: <a href="https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page">https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page</a>

**Epost connect service information: Section 08 (2019-03-04)** - Transmission by epost Connect **of document 2003 (2020-05-28)** - Standard Instructions - Goods or Services - Competitive Requirements <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#transmission-by-facsimile">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#transmission-by-facsimile</a>

Or

Facsimile: 819-997-9776.

No later than the date and time indicated on the cover page of this bid solicitation.

# **DO NOT COPY THE CONTRACTING AUTHORITY**



Submissions sent by e-mail (except for the Epost connect service), by regular mail or in person will not be accepted. Don't copy the contract authority when sending the bid by the epost connect service.

# 3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority <a href="Rafael.uribe@canada.ca">Rafael.uribe@canada.ca</a> **no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

# 4. Applicable Laws

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

#### 5. Office of the Procurement Ombudsman clause

# Recourse for suppliers with respect to the Procurement Process

- a. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.
- c. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at <a href="https://www.buyandsell.gc.ca">www.buyandsell.gc.ca</a> under the heading "Supplier Dispute Management Process".

## 6. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.



# 7. Direct Deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <a href="http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp">http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp</a>

RFP no: 9F023 - 20190536



#### PART 3 - BID PREPARATION INSTRUCTIONS

# 1. Bid Preparation Instructions

Bidders must send their bid by the specified deadline (date and time) using a method indicated on page 1 of the RFP. Proposals can be submitted in English or French.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial offer only.

No prices must be indicated in any other section of the bid.

#### 2. Price

The financial proposal must indicate the detailed breakdown of the total price proposed. The proposed payment terms must be given **as indicated in Annex B**.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Government of Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a) use 8.5 "x 11" (216 mm x 279 mm) format;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications in a separate section of the bid.
- d) Bidders must submit their financial bid in accordance with the Basis of Payment
- e) the total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, must be shown separately.

## 3. Commercial name and address of the Bidder

1) Name:	
2) Address:	
3) Telephone:	Fax:
4) Email:	
5) Email for financial questions (eg billing):	

RFP no: 9F023 - 20190536



6) Business Number - Procurement (NEA):
7) Tax number:
8) Members of the Board of Directors:
Name and title

# 4. Certifications

Bidders should include with their bid the certifications required in Part 5.



#### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 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.
- (c) In addition to any other time periods established in the bid solicitation:
  - i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
  - A. verify any or all information provided by the Bidder in its bid; or
  - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.

(d) Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

# 2. Technical Evaluation – Mandatory Technical Criteria (MC)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria in annex E, to be declared responsive.

#### 3. Financial Evaluation

Clause of the manual of SACC A0220T (2014-06-26) Evaluation of price.

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment of this bid solicitation.

The amount of hours needed for this request being unknown, we will evaluate financial proposals using an estimated average per resource, to complete the project.

# 4. Basis of selection – Mandatory Technical Criteria (MC)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. **The responsive bid with the lowest evaluated price** will be recommended for award of a contract.



#### 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.

# 1. Certifications Required with the Bid

Bidders **should** submit the following duly completed certifications **as part of their bid**. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

# 1.1 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 <a href="Employment and Social Development Canada">Employment Canada</a> (ESDC) - Labour's website (<a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#">https://www.canada.ca/en/employment-equity/federal-contractor-program.html#</a> ).

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.

# 1.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

# 1.2.1 Definitions

For the purposes of this clause,

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

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

RFP no: 9F023 - 20190536



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

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

# 1.2.2 Former Public Servant in Receipt of a Pension (to be completed by the bidder)

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

# 1.2.3 Work Force Adjustment Directive (to be completed by the bidder)

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



# 1.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the Ineligibility and Suspension Policy;
   http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension:
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them,
   their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

# 1.4 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, <u>must provide a complete</u> <u>list of names of all individuals who are currently directors</u> of the Bidder. (See Annex "F" Integrity Form).
- ➢ Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, <u>must provide the name of the owner(s)</u>. (See Annex "F" Integrity Form).
- > Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

# 1.5 Status and Availability of Resources

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

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



## 1.6 Education and Experience

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

# 1.7 Procurement Business Number (optional)

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <a href="https://srisupplier.contractscanada.gc.ca/">https://srisupplier.contractscanada.gc.ca/</a>.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number	(PBN):	

## 1.8 Certification

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

RFP no: 9F023 - 20190536



## **CERTIFICATION SIGNATURE**

We hereby certify compliance with the above noted certification requirements for:

- **1.1.** Federal Contractors Program for Employment Equity Bid Certification
- 1.2. Former Public Servant
- **1.3.** Ineligibility and Suspension Policy
- **1.4.** Integrity Provisions List of Names
- 1.5. Status and Availability of Resources
- **1.6.** Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification

By signing below, I certify, on behalf of the Bidder, that I have read the entire bid solicitation, including the documents incorporated by reference into the solicitation and that:

- 1. the Bidder considers itself and the resources it proposes able to meet the mandatory requirements described in the bid solicitation;
- 2. the bid is valid for the period indicated in the Standard Instructions 2003 (2020-05-28) goods or services competitive requirements;
- 3. all information provided in this submission is complete and accurate;
- 4. If a contract is awarded to the Bidder, the Bidder will accept all of the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature	Date
Name (print or type) of person authorized to sign on be	half of the Organization
Phone :	
E-Mail :	



#### PART 6 - RESULTING CONTRACT CLAUSES

# 1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Clauses and Conditions General Conditions:
  - o 2010C (2020-05-28), Services (medium complexity)
- Annex "B", Basis of payment
- Annex "C", Statement of Work;
- Annex "D", Performance Evaluation
- The Contractor's proposal dated \_\_\_\_\_\_ [insert date of bid], as amended \_\_\_\_\_\_
   [insert date(s) of amendment(s) if applicable].

#### 2. Statement of Work

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

# 3. 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 issued by Public Works and Government Services Canada. <a href="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</a>

# 3.1 Replacement of specific Individuals

- 1.If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2.If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3.The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



#### 3.2 General conditions

**2010C** (2020-05-28), Services (medium complexity)

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18

# 3.3 Inspection and Acceptance of the work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

# 4. Security Requirements

The work to be performed under this contract does not require any security clearance.

Site access will be provided as required and contractor(s) will be escorted at all times.

#### 5. Term of Contract

The initial period is from award date of the contract to March 31, 2022

# 5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **four (4)** additional periods, of one year each, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in annex "B" Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Basis of Payment

#### 6.1. Firm price – For sections 1 and 2 of annex B

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

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



## 6.2. Limitation of expenditure - For sections 3 and 4 of annex B

For the Work of sections 3 and 4 of annex B, described at the Statement of Work in Annex "C", the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B" to a limitation of expenditure of \$\(\frac{\text{unsert the amount at contract award}\)}{\text{Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.}

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 7. Methods of Payment – Multiple payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada:
- (c) the Work performed has been accepted by Canada.

# 8. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed (for section 3 of annex B);
- **(b)** a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses (for section 4 of annex B);

Invoices must be distributed as follows:



(a) One (1) copy must be forwarded to the following e-mail address for certification and payment

CANADIAN SPACE AGENCY
9F023 – FINANCIAL SERVICES
Security and Facilities - DFL
asc.facturation-invoicing.csa@canada.ca

One (1) copy must be forwarded to the Project Authority

#### **Special instructions:**

Begin work only after receiving written approval issued by the CSA/DFL Project Authority. This approval to proceed will be issued only after the CSA/DFL Project Authority and the Contractor have agreed on the cost of work. The Contractor must advise the CSA/DFL Project Authority if the cost of the work will exceed the initial amount agreed upon, in writing, before continuing any work. Revised written instructions will be provided by the CSA/DFL Project Authority confirming approval.

If such approval is not received in writing by the CSA/DFL Project Authority confirming the revised repair amount, CSA/DFL will not be responsible to pay any amount exceeding the initial repair cost that was agreed upon.

Invoice the CSA/DFL once upon completion of all work performed for a given task, such as an inspection or maintenance event. All invoices relating to quarterly and annual inspections must be charged at the rate specified in the contract for the applicable period. All invoices for any additional repair or maintenance service must be accompanied by a breakdown of work performed including the number of labour hours, and back-up invoices from suppliers and sub-trades showing actual amounts paid for materials and mark ups (if applicable).

The CSA/DFL Project Authority can request that the contractor provide a free estimate for additional work on stand-by generators, such as repairs, new installations and retrofits. Quoted work will not necessarily be approved and the contractor must not proceed until such approval is obtained. If work is agreed upon, the invoice must be billed according to the above instructions with the necessary breakdown.

# 9. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp

#### 10. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of \_\_\_\_\_ (insert the name of the province or territory).

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.



# 11. Contracting Authority

The Contracting Authority for the Contract is:

Name: Rafael Uribe

Sector: Procurement and Contract Administration

Canadian Space Agency 6767 route de l'Aéroport Saint-Hubert, QC Canada J3Y 8Y9

Telephone: (450) 926-4492

E-Mail: rafael.uribe@canada.ca

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

# 12. Project Authority (To be inserted at the time of contract award)

Name: TBD

Title:

David Florida Laboratory
Canadian Space Agency
3701 Carling Avenue, CP11490, Succ. H,
Ottawa Ontario K2H 8S2
Telephone:
E-Mail:

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.

# 13. Contractor's Representative (To be inserted at the time of contract award)

The Contractor's Representative for the Contract is:

Name:

Title:

Contractor: Address: Telephone: E-Mail:

# 14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not



responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 15. Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX "D".

#### 16. 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.

#### 17. Proactive Disclosure of Contracts with Former Public Servants

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

# 18. Office of the Procurement Ombudsman clause

# 18.1 Recourse for suppliers with respect to the procurement process

- a) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b) There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.
- c) Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at <a href="https://www.buyandsell.gc.ca">www.buyandsell.gc.ca</a> under the heading "Supplier Dispute Management Process".

#### 18.2 Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days,



each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, or by web at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

## 18.3 Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



# **ANNEX "B"**

# Basis of Payment Pricing

All the fees indicated below are fixed and include: travel fees, labour and profit and administration of the firm, but are before all applicable taxes.

# Price of preventive maintenance:

# Section 1. Generator 1: ONAN/CUMMINGS 1500KW

Firm Annual Price	Year 1 April 1 <sup>st</sup> , 2021 until March 31 <sup>st</sup> , 2022	Year 2 April 1 <sup>st</sup> , 2022 until March 31 <sup>st</sup> , 2023	Year 3 April 1 <sup>st</sup> , 2023 until March 31 <sup>st</sup> , 2024	Year 4 April 1 <sup>st</sup> , 2024 until March 31 <sup>st</sup> , 2025	Year 5 April 1 <sup>st</sup> , 2025 until March 31 <sup>st</sup> , 2026
Regular inspection, test and maintenance	\$/occurrence As required	\$ /occurrence As required	\$ /occurrence As required	\$ /occurrence As required	\$/occurrence As required
Quarterly inspection, test and maintenance (PM1)	\$/quarter  Performed three times per year	\$/quarter  Performed three times per year	\$ /quarter Performed three times per year	\$/quarter  Performed three times per year	\$/quarter  Performed three times per year
Annual inspection, test and maintenance (PM2)	\$/year	\$ /year	\$ /year	\$ /year	\$ /year
Cooling system flush and replacement of coolant*	N/A	N/A	\$/year	N/A	N/A

# Section 2. Generator 2: CATERPILLAR 350KW

Firm Annual Price	Year 1 April 1 <sup>st</sup> , 2021 until March 31 <sup>st</sup> , 2022	Year 2 April 1 <sup>st</sup> , 2022 until March 31 <sup>st</sup> , 2023	Year 3 April 1 <sup>st</sup> , 2023 until March 31 <sup>st</sup> , 2024	Year 4 April 1 <sup>st</sup> , 2024 until March 31 <sup>st</sup> , 2025	Year 5 April 1 <sup>st</sup> , 2025 until March 31 <sup>st</sup> , 2026
Regular inspection, test and maintenance	\$/occurrence	\$/occurrence	\$ /occurrence	\$/occurrence	\$/occurrence

	As required	As required	As required	As required	As required
Quarterly inspection, test and maintenance (PM1)	\$ /quarter Performed three times per year	\$/quarter  Performed three times per year	\$/quarter  Performed three times per year	\$ /quarter Performed three times per year	\$ /quarter Performed three times per year
Annual inspection, test and maintenance (PM2)	\$/year	\$ /year	\$ /year	\$ /year	\$ /year
Cooling system flush and replacement of coolant	N/A	N/A	\$/year	N/A	N/A

# Section 3. All-inclusive hourly rates\*\* for repair and emergency service (if required):

Hourly rates	Year 1 April 1 <sup>st</sup> , 2021 until March 31 <sup>st</sup> , 2022	Year 2 April 1 <sup>st</sup> , 2022 until March 31 <sup>st</sup> , 2023	Year 3 April 1 <sup>st</sup> , 2023 until March 31 <sup>st</sup> , 2024	Year 4 April 1 <sup>st</sup> , 2024 until March 31 <sup>st</sup> , 2025	Year 5 April 1 <sup>st</sup> , 2025 until March 31 <sup>st</sup> , 2026
Regular Hours Monday to Friday from 7:00am to 4:00pm	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Over time hours Monday to Friday from 4:00pm to 7:00am	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Over time hours on Weekends and Statutory Holidays	\$/hour	\$/hour	\$/hour	\$/hour	\$ /hour

Emergency Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Minimum number of hours billed per emergency service call	hours	hours	hours	hours	hours

# Section 4. Material mark up (if applicable):

	Year 1	Year 2	Year 3	Year 4	Year 5
	April 1 <sup>st</sup> , 2021	April 1 <sup>st</sup> , 2022	April 1 <sup>st</sup> , 2023	April 1 <sup>st</sup> , 2024	April 1 <sup>st</sup> , 2025
	until March				
	31 <sup>st</sup> , 2022	31 <sup>st</sup> , 2023	31 <sup>st</sup> , 2024	31 <sup>st</sup> , 2025	31 <sup>st</sup> , 2026
Percentage of mark up on materials	%	%	%	%	%

<sup>\*</sup>All coolant, disposal, environmental fees, etc. required to perform this maintenance must be included in the firm cost

# Hourly rate for work in regular hours (Monday to Friday from 7:00 am to 4:00 pm)

The hourly rate for work during regular working hours is designed to cover the costs incurred by the Contractor when executing the repairs/maintenance/tests in an area where the CSA/DFL employees may be continuing their activities. The hourly rate is to be <u>all inclusive</u> (i.e. mileage, truck charge, environmental fees, administration, or other miscellaneous fees cannot be charged separately).

# Hourly rate for work outside regular hours (Monday to Friday from 4:00 pm to 7:00 am and all weekend hours)

The hourly rate for work performed outside regular working hours is designed to cover costs incurred by the Contractor when executing repairs/maintenance/tests outside of regular hours on weekdays. The hourly rate is to be <u>all inclusive</u> (i.e. mileage, truck charge, environmental fees, administration, or other miscellaneous fees cannot be charged separately).

<sup>\*\*</sup> Hourly rate:

# Hourly rate for work during weekends and statutory holidays

The hourly rate for work performed during weekends and holidays is designed to cover costs incurred by the Contractor when executing repairs/maintenance/tests either on weekends or during statutory holidays (federal and provincial). The hourly rate is to be <u>all inclusive</u> (i.e. mileage, truck charge, environmental fees, administration, or other miscellaneous fees cannot be charged separately).

# Hourly rate for work performed on an emergency basis

The hourly rate for work performed on an emergency basis is designed to cover the costs incurred by the Contractor in executing emergency service. This hourly rate aims to compensate for timely response not to exceed two (2) hours from when the call is placed to the arrival of a service technician. Availability must be 365 days per year, 24 hours per day, and 7 days per week. The hourly rate is to be **all inclusive** (i.e. mileage, truck charge, environmental fees, administration, or other miscellaneous fees cannot be charged separately).

# For the purpose of the evaluation only (the evaluation will include the total for the five (5) years)

- 1. Regular inspection firm price X Two (2) occurrences per year
- 2. Quarterly inspections firm price X Three (3) occurrences per year
- 3. Annual inspection firm price X One (1) occurrence per year
- 4. Cooling system flush and replacement of coolant X one (1) occurrence
- 5. Hourly rate for regular work X 16 hours per year
- 6. Hourly rate for weekdays overtime work X 8 hours per year
- 7. Hourly rate for weekend overtime work X 8 hours per year
- 8. Hourly rate for emergency service call X minimum hours billed per emergency service call X 2 emergency service calls per year
- 9. 2.500.00\$ per year for materials X % mark up per year

Bid total



# ANNEX "C"

# STATEMENT OF WORK (SOW)



# **PROJECT OVERVIEW**

The Canadian Space Agency – David Florida Laboratory is a building with a total floor space of approximately 13,000m² spread over four levels of office area with the majority clean room and laboratory space. Built in 1971, the building is home to researchers, managers and clients employed by the Canadian Space Program. The current scope of work involves executing maintenance, repairs, testing and provide 24/7/365 emergency service for the two stand-by generators, without interrupting the CSA/DFL's research, development and testing operations.

# **Typical Services Requested**

Quarterly and annual inspection, testing and maintenance of the emergency generators in accordance with manufacturer's recommendations and code requirements.

Supply equipment, materials, tools and labour to perform repairs and/or maintenance work in accordance with the manufacturer's recommendations and code requirements.

# **CONTRACTOR'S RESPONSIBILITY**

By providing a bid, the contractor is certifying that they are able to perform full maintenance of ONAN and CATERPILLAR generators, as described in the requirement.

The contractor who submits a bid certifies that they are able to obtain and has access to:

- Diagnostic and control applications to perform full maintenance and to make assessments of generator status, reset parameters, and diagnose any issues.
- Manufacturer recalls as soon as they are available.
- Technical bulletins from the manufacturer as they are available.
- Firmware updates from the manufacturer as they are available.
- The manufacturer's service data base of all service bulletins, engine parts' updates and other maintenance information from the engine manufacturer.

The contractor also certifies that they have access to an inventory of parts to ensure, at all times, the proper operation of the equipment is maintained within 48 hours from the point of need.

The contractor must certify it's ability to guarantee the provision of the service as and when it is required. Emergency service calls require no more than a 2 hour response time. Therefore, the contractor must ensure that they have back-up/replacement resources available throughout the duration of the contract, in case the original resource is not available for any reason. Any back-up/replacement resource must meet or exceed the criteria used in the selection of the contractor and be acceptable to Canada.

# **IMPLEMENTATION**

## Labour (the resources)

Assign qualified personnel to provide labour, parts, materials, tools and equipment for the provision of periodic inspecting, testing and of additional maintenance services on an "as and when requested" basis at the David Florida Laboratory.



# **Equipment, tools and safety equipment**

Supply equipment and tools to complete the work as per Project Authority instructions and/or Statement of Work; these have to be up to date, in good standing and CSA approved. CSA/DFL will not provide, rent or lend any tools and equipment to complete the work or any portion of the work assigned to the Contractor.

#### **Materials**

Unless otherwise specified, supply, deliver and install all materials required for project execution. All materials must be new with manufacturer's seal intact and label; all materials and equipment used must be UL, ULC or CSA approved for designated application.

The Contractor will be responsible for having its materials delivered to the CSA/DFL loading dock, then transporting said materials from the loading dock to the work site within 24 hours of delivery.

CSA/ DFL reserves the right to supply materials and parts.

#### Removal of debris

The contractor must remove from the work site, at the end of each work shift or as instructed by the Project Authority, all rubbish or debris generated from the work activity. The contractor will be responsible to clean the work area and any other space that has been affected by their activity. The contractor must return the work area to as found conditions. All debris must be disposed into appropriate bins (i.e. metal, paper, garbage) provided by the CSA/DFL.

## Occupational health and safety

Ensure that all labour assigned to perform any work on site has received occupational health and safety training required by federal and provincial laws for construction and work in industrial and commercial sites, including but not limited to fall protection, confined spaces, tower climbing and lift operation certification.

The purpose of these requirements is to minimize or eliminate risk to personnel health & safety and to the environment. All Contractors and Sub-Contractors performing work at CSA/DFL facilities are expected to comply with applicable CSA/DFL health and safety guidelines, applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices.

All labour must implement Lock Out/Tag Out procedures that meet applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices to include electrical and other forms of hazardous energy, as necessary. All labour must have received prior training and will be briefed on in-house Lock Out/Tag Out (LOTO) procedures by the Project Authority. Procedures must be strictly followed at all times.

All LOTO activities MUST be coordinated with the CSA/DFL Project Authority.

# **Training and Experience**

Assign trained, qualified labour. Ensure that all resources assigned to perform any work on site have the training, certificates or licenses of qualifications required by federal and provincial law prior to performing any work.



# **Permits, Licenses and Certificates**

All permits, licences and certificates of approval required for the work to be completed under federal, provincial or municipal legislation must be obtained by the contractor prior to, or upon completion of the work, whatever the case might be; the contractor will be responsible for any associated charges imposed by such regulation or legislation. Upon request, CSA/DFL Project Authority may ask for a copy of such permits, licences or certificates.

#### Service availability

Ensure that the personnel are capable and available to perform the work according to the schedule agreed upon by the Contractor and CSA/DFL Project Authority. Any repairs identified during the inspections must be reported to the CSA/DFL Project Authority, and the contractor must provide a price to perform the repairs based on contract rates. If the CSA/DFL Project Authority agrees to proceed with the repairs, the work must be completed promptly upon receipt of the approval.

Twenty-four-hour emergency service is included in this contract with a response time (arrival of a service technician) not to exceed two (2) hours from when the call is placed to the contractor.

The Contractor is to provide a single telephone contact for emergency services.

# **EQUIPMENT**

The Emergency Power Plant at CSA/DFL is Building 89, which is a separate building on its premises. There are two generators, a diesel tank and automatic transfer switches.

## Primary stand- by generator Onan:

Onan/Cummings Engine:

MODEL: KTTA50-G2 SER: 75998-257

MANUFACTURED: JAN/12/98

Engine#: 33139822 HP: 2220 @ 1800RPMS

Onan/Cummings Generator:

MODEL: 1500DFMB SER: C980710216 1804AMPS Battery 24V 1500KW @ 1800RPMS 347/600/3/60 PF 0.8 KVA 1875

## Secondary stand-by generator Caterpillar:

Caterpillar Engine:

MODEL: 3406B SER: 4RG02108

HP: 535 @ 1800RPMS



Caterpillar Generator:

MODEL: SR-4 SER: 8LF01666 Battery 24V

350KW @ 1800RPMS

600/3/60 421AMPS

#### **Diesel Tank:**

MODEL: CAN-4-S601

SER:C-29 Horizontal Tank Capacity: 9100Litres

Metal thickness of Head&Shell 4 mm

DIA: 1830mm Year built: 1994

Emergency Venting Capacity: 149m³/min

**ULC** approved

#### **Automatic Transfer Switches:**

ATS CUTLER-HAMMER 2500A 347/600/3/60

ROBONIC TRANSFER SWITCH 85KA

Manufactured: June 1998

ATS EATON ATS 300

Manufactured: June 1999

## SERVICE REQUIREMENTS

The contractor will be required to perform the following tasks during regular working hours of the facility. Any of the following tasks may be canceled or postponed by CSA/DFL due to the nature of its tests and operations without any financial penalties.

## Regular inspection, test and maintenance requirements

Perform upon written request a regular test and maintenance for the generators. Simulate a power failure of the electrical power supply and transfer the building load to generator. Operate automatic transfer switch and transfer load to the generators for 60 min; record all information on the test sheet supplied by CSA/DFL. Inspect generators as per Table 1 below and make recommendations if necessary. If any repairs are needed, provide an estimate and inform CSA/DFL project authority. It is at CSA/DFL's discretion to schedule the regular inspection, test and maintenance as required, therefore billing will be done per site visit only.



#### Table 1

Table 1	
Inspect fuel tank level	
Inspect lubricating oil level	
Inspect engine coolant level	
Inspect engine, generator, fuel tank and cooling system for leakage	
Inspect fuel filter for contamination if filter is equipped with a transparent bowl	
Inspect electric starter for cleanliness, mounting and terminal security	
Inspect all battery cells for correct electrolyte fill level	
Test all battery cells for correct electrolyte specific gravity	
Inspect electrical connections for tightness and evidence of corrosion	
Inspect battery for cleanliness and dryness between terminals	
Test charger for proper operation	
Test lubricant and coolant heaters for proper operation	
Inspect governor control linkages and oil level	
Inspect fuel pump oil sump	
Inspect fan belts for correct tension and wear and adjust as necessary	
Inspect control panel covers for security	
Test enunciator lamps to confirm that they are operational	
Inspect control panel setting and ensure the unit is ready for automatic start-up	
Inspect air control louvers to ensure proper operation	
Test emergency lightning unit(s)	
Verify whether room temperature is above 10°C	
Inspect generator and transfer switch room(s) for cleanliness and accessibility to all component	s of
the emergency system	
Simulate a failure of the normal electrical supply to the building	
Operate the system under at least 30% of the rated load for 60 minutes	
Inspect and test all automatic transfer switches under load	
Inspect brush operation for sparking	
Inspect for bearing seal leakage	
Inspect for correct operation of all auxiliary equipment, e.g., radiator shutter control, coolant pur	nps,
fuel transfer pumps, oil coolers, engine room ventilation system	
Inspect and drain the condensation trap of exhaust system	
Correct all defects found during inspections and tests	
Record all inspections, tests and corrective actions and provide report to CSA/DFL Building Eng	gineer

<sup>\*\*</sup> Any lubricants, environmental fees, etc. required to perform the above regular maintenance must be included in the firm regular inspection cost.

# Quarterly inspections, test and maintenance (PM1)

The quarterly inspection (3 times per year, to occur in the fourth, seventh and tenth month of each year) includes a failure of the normal electrical supply and operation of the generators under building load for 60 minutes. The operation of all automatic transfer switches under load will be tested and visual inspections and tests will be performed in accordance with applicable codes and regulations. Inspect generators and transfer switches as per Table 2 and take appropriate action to correct any faults and defects. If any repairs are necessary, supply an estimate and inform CSA/DFL project authority of the needed repairs. Due to the nature of CSA/DFL operations, quarterly inspections will be scheduled three (3) months in advance; it is at CSA/DFL discretion to cancel or postpone the inspection and the billing will be done per site visit only.



#### Table2

All items specified in Table 1

Inspect and clean engine crank breathers

Inspect and clean all engine linkages

Lubricate the engine governor and ventilation system

Test protective devices for proper operation

Before start up perform two (2) cranking cycles. Near the end of each cycle and while cranking measure and record the lowest indicated battery voltage. If the measured voltage is less than 80% of the battery rates voltage, replace battery. Alternatively, perform a battery load test using a suitable load tester.

Inspect ventilation system belts

Correct all defects found during inspections and tests

Record all inspections, tests and corrective actions and provide report to CSA/DFL Building Engineer

# Annual inspection, test and maintenance (PM2)

The annual inspection (PM2) should be performed in the first month of each contract year, during weekend hours, and includes a complete visual inspection and operation of the control panel, electrical connections, two (2) automatic transfer switches, all movable parts, oil change, change of fuel filters and water filters. Inspect generators and automatic transfer switches as per Table 3. Disconnect building from emergency power source and test generators for 120 minutes using load banks. The main generator load capacity must not exceed 800 KW, and load banks should be connected to the load bank breaker of the main generator. The load capacity of the 350 KW generator must not exceed 250KW load capacity. Record all data in the inspection report and hand over to the Building Engineer. If any repairs are needed, provide a quote to CSA/DFL Building Engineer. Due to the nature of CSA/DFL operations, annual inspection will typically be scheduled three (3) months in advance; it is at CSA/DFL discretion to cancel or re-schedule the inspection and the billing will be done per site visit only after work completion. Four (4) weeks prior annual test submit a maintenance plan for CSA/DFL review including schedule, list of tasks in orderly manner, list of materials, indication of testing load, contractor's equipment and safety procedures.

#### Table3

All itame	specified i	n Tahla 1	and -	Tahla 2
All Items	Specified i	n rabie i	anu	i abie z

Automatic Transfer Switch (ATS) scope of work (total of 2):

Inspect and test all lights and indicators

Complete visual inspection and operation of the ATS cabinet which involves opening all inspection covers and inspecting all components and electrical connections for failures and HEPA vacuum cleaning

Clean insulators and bushings

Test breakers for proper operation

Test and calibrate electrical controls

Provide realignment and lubrication of all electrical current carrying components

Perform gapping, realignment, cleaning and dressing of all electrical contacts

Inspect and tighten all wiring connections (provide torque value)

Inspect ATS cabinet and components for signs of environmental stress and deterioration

Complete system test to verify all timing and control sequences to meet facility requirements

Evaluate and test existing firmware

Submit final report prepared and delivered to owner including recommendations and quotes if applicable within 2 business days

Maintenance should be performed during annual generators inspection and after hours

<sup>\*\*</sup> Any lubricants, environmental fees, etc. required to perform the above quarterly maintenance must be included in the firm quarterly cost.



Generator scope of work (total of 2):

Complete visual inspection and operation of generator systems which involves opening covers and inspecting systems' components and all electrical connections for failures and vacuum clean

Inspect rotor and stator windings and clean using compressed air

Vacuum all dust from generator surfaces

Clean commuter and slip rings

Clean and lubricate linkages

Isolate transfer switch, open all inspection covers, inspect, clean and dress all electrical contacts

Inspect insulators and connectors within generator breaker

All contacts to be cleaned and dressed

Check the control panel and gauge calibration

Inspect generator surge suppressor and rotating rectifier

Test voltage regulator for proper operation

Inspect and grease bearings (replace old grease with new)

Inspect coupling bolts for alignment and conduits for tightness

Inspect the exhaust system and clean condensation trap of exhaust system

Inspect all mechanical connections

Check all moving parts to ensure free moving operation

Inspect all belts and hoses and replace if necessary

Test and inspect the ignition system

Test strength of coolant and chemical protection level of coolant inhibitors

Inspect coolant pumps for leaks and external wear

Inspect air filters

Change engine lubrication oil and filters

Change fuel filters, clean strainers and verify that fuel supply line is open

With the generator set operating at load indicated above conduct an infrared survey of all electrical connections, contacts and energized components while under load on both the normal and the emergency side to identify the high-resistance connections and report of any abnormalities to CSA/DFL Building Engineer

Correct all the defects found during inspections and tests and report to Building Engineer

Record all inspections, tests and corrective actions and provide written report to CSA/DFL Building Engineer within 2 business days

Remove all debris and clean site after maintenance completion

# Cooling system flush and replacement of coolant

Generator cooling system flush and replacement of coolant is to be performed in Year 3 of the Agreement. All coolant, disposal, environmental fees, etc. required to perform this maintenance must be included in the firm cost.

As per maintenance manuals and manufacturer recommendations, the following products or equivalent will be accepted:

ONAN

ZEREX Antifreeze/Coolant 5/160 (5YR/160000KM)

<sup>\*\*</sup>Any lubricants, oils, filters, environmental, disposal fees, etc. required to perform the above annual maintenance scope must be included in the firm annual cost.



FLEETGUARS DCA 65L Corrosion Inhibitor for Heavy Duty Cooling Systems 3888312

CATERPILAR

Coolant Cat ELC Premixed Cat DEAC Concentrate.

Other materials should be OEM recommended to use for maintenance of the listed equipment.

# Maintenance repairs and emergency service calls

Any repairs will begin only after receiving approval from the CSA/DFL representative. CSA/DFL reserves its right to procure materials and parts needed to complete the repairs.



# **ANNEX "D"**

# **Performance Evaluation Report**



# PERFORMANCE EVALUATION REPORT

Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

*Supplier Rating scale:	10 – 9: Excellent 6 – 5: Satisfactory 2 – 1: Unsatisfactory 8 – 7: Very Good 4 – 3: Poor
Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	10 9 8 7 6 5 4 3 2 1 Comments:
Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1  Comments:

	Please rate the responsiveness of the supplier with regard to information requests	10	9	8	7	6	5	4	3	2	1		
	or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	Con	nmer	nts:									
4.	Was the work performed in accordance	10	9	8	7	6	5	4	3	2	1		
	with the requirements specified in the statement of work?	Con	nmer	nts:									

5.	Please rate the quality of communication between the	10	9	8	7	6	5	4	3	2	1
	department and the supplier.	Con	nmer	nts:							



Were all administrative documents     received in accordance with the	10	9	8	7	6	5	4	3	2	1
requirements of the contract?	Com	nmer	nts:							
Administrative documents can include but										
are not limited to:										
a. Invoices										
b. Progress reports										
c. Reports on use or business volume										
d. Meeting agendas and minutes										
e. Documentation and quality of work										
TOTAL		/6	0							

# **Overall Rating**

Excellent: 54 and over Very Good: 42 to 53 Satisfactory: 30 to 41 Poor: 18 to 29

Unsatisfactory: 18 or less



# **ANNEX "E"**

# **Technical Evaluation**



# **Technical Evaluation**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria in annex E, to be declared responsive.

Mandatory technical Criteria (MC)	Compliant / Not compliant
MC1. Mandatory experience of the Bidder	
The Bidder must demonstrate its experience by submitting 3 (three) projects summaries, each of them covering troubleshooting, repairing, testing and maintaining life safety emergency diesel generators (350kW to 2000 kW), and automatic transfer switches in occupied buildings (commercial offices and/or industrial buildings), performed within the last five (5) years from the closing date of this RFP.	
Project summaries must include the mandate carried out, place, duration and total amount of the contract, as well as the contact details of the client's references (i.e. name of the project manager or contact person, title, phone number and email address).	
It is the bidder's responsibility to ensure that the proposed contact persons are aware of the services they have offered and that they agree to be cited as a reference.	
Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks, it will check the references for all bidders to be recommended for contract award. These customer references must each confirm, if requested by Canada, the facts identified in the Bidder's bid. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid.	
MC2. Mandatory Experience of the proposed technician(s)	
The Bidder must submit with its proposal the résumés (CV) of the staff it plans to use, highlighting their recent experience and copies of all valid licenses and competency certificates to demonstrate that they have appropriate training to perform the work required in annex C for repairs, maintenance and updating of the equipment.	
The résumé of each proposed technician must demonstrate a minimum of five (5) years experience in the past ten (10) years troubleshooting, repairing, testing and maintaining generators (350kW to 2000 kW), and automatic transfer switches (ATS) at 600V, 2,500 Amp. in occupied buildings (commercial offices and/or industrial buildings).	
Each proposed technician must hold the following certifications:  1. Licensed Electrician trained to perform work on the automatic transfer switches and associated electrical equipment.  2. Heavy Equipment Technician certification or diploma.  3. Certification or proof of training on ONAN and CATERPILLAR generators of 1.0 MW capacity and higher.	



# ANNEX F INTEGRITY FORM

To be included with certifications (Section III: Certifications):

RFP no: 9F023 - 20190536



Dénomination complète de l'entreprise / Complete Legal Name of Company								
Adresse de l'entreprise / Company's address								
N	NEA de l'entreprise / Company's PBN number							
Numéro	Numéro de l'appel d'offre / Request for proposal's number							
	conseil d'administration (Utilisez le format – Prénom, Nom d of Directors (Use format – First name, Last name							
1. Membre / Director								
2. Membre / Director								
3. Membre / Director								
4. Membre / Director								
5. Membre / Director								
6. Membre / Director								
7. Membre / Director								
8. Membre / Director								
9. Membre / Director								
10. Membre / Director								
Autres Membres / Other members:								
Commentaires / Comment	Commentaires / Comments							



# **ANNEX "G"**

# **E-POST INSTRUCTIONS**



Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. Suppliers requested the ability to submit their bids electronically and PSPC listened! The Bid Receiving Unit in the National Capital Region is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service and your organization has been identified as a potential participant.

The pilot will include a limited number of solicitations, starting with "invitation only" tenders to pre-qualified suppliers. Later on in the pilot, suppliers may watch for opportunities posted on Buyandsell.gc.ca that will be clearly identified as solicitations selected for the epost Connect pilot.

# What is epost Connect?

<u>epost Connect</u> is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project will not incur any costs for the use of the epost Connect service.

**Please note** that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate in the epost Connect pilot.

To provide you with an overview of how the system works and to help inform your decision, attached is the CPC epost Connect Participant Guide.

# Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

# How to participate

Please confirm your participation in the pilot to PSPC's National Capital Region Bid Receiving Unit at: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.

**IMPORTANT:** If you decide not to participate in this pilot using an epost Connect account you are still invited to bid and the regular methods for bid submissions that are outlined in the solicitation document. We look forward to collaborating with you on this exciting new initiative!