

<p>RETURN BIDS TO:</p> <p>Bid Receiving - Environment and Climate Change Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p>	<p>Title: Rental of four 800 KW generators for Environment Climate Change Canada'S (ECCC) Canadian Meteorological Centre (CMC) in Dorval (Quebec)</p>	
	<p>EC Bid Solicitation No. /SAP No. : 5000062324</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD): 2022-01-14</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) at 2:00 P.M on 2022-02-10</p>	<p>Time Zone Eastern Standard Time</p>
	<p>F.O.B – F.A.B See herein</p>	
	<p>Address Enquiries to : Marie-Christine Blais</p>	
	<p>E-mail : marie-Christine.blais@ec.gc.ca</p>	
	<p>Delivery Required (YEAR-MM-DD) See herein</p>	
	<p>Destination of Services : 2121 Route Transcanadienne, Dorval, Qc H9P 1J3</p>	
	<p>Security : There's no security requirement associated with this RFP</p>	
<p>Vendor/Firm Name and Address (Insert)</p>		
<p>Telephone No. (Insert)</p>	<p>Fax No. (Insert)</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) (Insert)</p>		
<p>Signature</p>	<p>Date</p>	



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PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement.

1.2 Statement of Work

The work to be performed is described in detail in the Statement of Work in Annex "A".

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 PSPC/PWGSC *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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”



At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2 Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant – Competitive Bid

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

Definitions

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

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



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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- 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 [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **February 03, 2022**. 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.

2.5 Applicable Laws

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

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.

2.6 Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada’s [Buy and Sell](#) website, under the heading [Bid Challenge and Recourse Mechanisms](#)” contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid 1 soft copies in PDF format

Section II: Financial Bid 1 soft copies in PDF format

Section III: Certifications 1 soft copies in PDF format

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-



responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: *Marie-Christine Blais*

Solicitation Number: **5000062324**

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4** Bidders should include the following information in their financial bid:



- (a) Their legal name; and
- (b) The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e., parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.2.1 Mandatory Technical Criteria

N*	Mandatory Technical Requirements	Enter the section of the submission where the answer can be found	MET/ NOT MET
The Contractor certifies that the equipment meets each of the following criteria (as specified in Annex “A” – Section 02 Performance)			
2.1	Generators		
2.2	Installation		
2.3	Maintenance contract		
2.4	Fuel tank		
2.5	Heating block, maintainer, motorized dampers and enclosure heating units (check the description in the specifications before answering “yes” to this question)		
2.6	Breaker		
2.7	Alarm		
2.8	Controls		



2.9	Distortion rate		
2.10	Trailer		
2.11	Tests		
2.12	Transportation and delivery at start of contract		
2.13	Transportation and pick-up at end of contract		

Note: Environment and Climate Change Canada reserves the right to request a copy of proof of insurance, certification or any other document proving that the Bidder meets the mandatory criteria, during the bidding period, prior to contract award or throughout the term of the contract.

4.2.2 Evaluation of Price

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

For bid evaluation and contractor selection purposes only, the evaluated bid price will be determined in accordance with Annex B

4.3. Basis of Selection

4.3.1 Mandatory Technical Criteria

A bid must meet the requirements of the solicitation and 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 associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may 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 declaration form available on the [Forms for the Integrity Regime](#) website, 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 provided will render the bid non-responsive.

5.2.1 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 declaration form available on the [Forms for the Integrity Regime](#) website, 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 from Employment and Social Development Canada (ESDC) - Labor's website.

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: Rental of four 800 KW generators for Environment Climate Change Canada's (ECCC) Canadian Meteorological Centre (CMC) in Dorval (Quebec)

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

6.4.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.5. Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to march 31ST, 2023 inclusive.

Note: Delivery, set-up and installation of the generator at the ECCC site is scheduled for Thursday, March 31, 2022.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same 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 the Basis 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 expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of thirty (30) under the same conditions to ensure the required transition.

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 the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

6.6. Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Christine Blais
Procurement Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Marie-Christine.blais@ec.gc.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.

6.6.2 Technical Authority (included at contract award)

The Technical Authority for the Contract is:

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

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



The Technical Authority named above 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 Technical Authority; however, the Technical 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.

6.7. 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment – Firm Price

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

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

6.9. Invoicing Instructions

6.9.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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.

6.10. SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.11. Certifications and Additional Information

6.11.1 Compliance

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



6.12. Applicable Laws

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

6.13. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____, (*insert date of bid*)

6.14. Insurance Requirements – Specific requirement

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.

6.15. Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



ANNEX “A”

STATEMENT OF WORK

TITLE: Rental service for four 800kW generators and accessories for Environment and Climate Change Canada’s Canadian Meteorological Centre (CMC) in Dorval.

SECTION 01 GENERAL REQUIREMENTS

1 GENERAL

1.1 BACKGROUND

Environment and Climate Change Canada requires a generator rental supplier for the supply and on-site installation of four new redundant emergency generators mounted in groups of two, with a “standby” capacity of 800kW each. The current emergency network powers chillers, two UPS and a set of mechanical equipment to keep the data centre in Environment and Climate Change Canada’s Canadian Meteorological Centre (CMC) in Dorval operational.

This contract is for a period of 1 year, plus the possibility of two (2) option years.

1.2 SITE AND BUILDING ACCESS

Means of accessing the site will be prescribed by the building’s Departmental Representative.

Building access will be subject to the regulations in force, and will vary depending on the building. An ID card issued by building security shall be worn in a visible place at all times.

The Contractor and its staff shall sign in and out every time they enter or leave the site.

1.3 PRODUCT AND WORK PERFORMANCE REQUIREMENTS

For the performance of work not detailed in the statement of work, the work shall be performed according to the rules of the trade (recognized best practices) to the complete satisfaction of the Departmental Representative. Where applicable, proposals shall be submitted to the Departmental Representative for approval prior to performance of the work.

The Contractor shall perform the work in accordance with the standards and codes in force in Quebec.

1.4 RESPONSIBILITIES OF THE CONTRACTOR



The Contractor shall assume responsibility for any accident or damage caused to government property or to any person on the site by its employees. The Contractor will be required to repair the damage at its own expense, to the satisfaction of the Departmental Representative.

The Contractor shall assume responsibility for any accident or damage caused to government property or to any person on the site by its equipment. The Contractor will be required to repair the damage at its own expense, to the satisfaction of the Departmental Representative.

The Contractor shall assume responsibility for the safety of its staff and for occupational health and safety defined by the work performed by the Contractor.

The Contractor shall assume full responsibility for the security of its equipment and materials at all times. Environment and Climate Change Canada will not be responsible for any vandalism, theft or loss.

The Contractor shall verify, with each request, the work to be done and shall determine the quantities. This verification shall be done either by phone or in person at the site and shall be at the Contractor's expense.

1.5 AVAILABILITY AND TIME LINE

I. Communications:

The Contractor shall be reachable by phone or email, without delay, during normal working hours between 7 a.m. and 5 p.m. Monday to Friday, except on holidays.

The Contractor shall be reachable by phone outside normal working hours in the evenings, on weekends and on holidays.

II. Response time:

Unless an implementation schedule has been established by the Departmental Representative, the Contractor shall begin the work no later than one business day following the request.

If the Departmental Representative deems the situation an emergency, the Contractor shall begin the work no later than two (2) hours following the request. Upon receiving an emergency work request, the Contractor shall report to the site, secure the site to keep the occupants and the public safe, and make repairs or protect the equipment against any further damage. Once the security of the equipment has been established, the Contractor shall submit, no later than the following business day, a detailed estimate of the cost of all necessary repairs and of the recommissioning of the equipment.

The Contractor shall inform the Departmental Representative in writing of the timelines imposed by the supplier.

III. Work hours



Unless otherwise indicated, the Contractor shall perform the work Monday to Friday during normal working hours, that is, between 7 a.m. and 5 p.m. A lunch break is permitted but not paid.

At the request of the Departmental Representative, the Contractor shall perform the work outside normal working hours, that is, Monday to Friday between 5 p.m. and 7 a.m., and all day on weekends and holidays.

Where work in the evenings and at night (Monday to Friday, between 5 p.m. and 11:30 p.m.) requires the Contractor's services for two or more consecutive days, the schedule shall be considered a normal work schedule and the Contractor shall be paid in this manner.

IV. Work schedule

Notwithstanding the requirements of the work hours (above), the Contractor shall perform the work without interruption, unless otherwise indicated by the Departmental Representative. Interruptions requested by the Departmental Representative shall be indicated in writing either on the work order or on a subsequently faxed document, or via email.

V. Miscellaneous

The Contractor shall provide a 24/7 emergency service.

The Contractor may not leave the work site until the defective equipment has been recommissioned.

1.6 INSPECTION AND CONTROL

The Contractor shall contact the Departmental Representative at the start and end of each job covered by a request. If a request spans several days, the Contractor shall report at the start and end of each work day.

Upon completion of the work, the Contractor shall at once submit to the Departmental Representative for verification a work sheet/ticket/order, specifying the following:

- Location and date of work performed
- Description of work performed
- Names of all individuals employed and their specialties
- The exact time of each arrival and departure, based on the sign-in/out log, and the exact time of each interruption and resumption of work, if the contract document provides for hourly rates.
- Contract number
- Request number
- List of materials supplied by the Contractor
- Signature of the employee who produced the ticket



The Contractor shall be available to the Departmental Representative when the latter inspects the work.

The Contractor shall submit all work to the Departmental Representative for inspection and acceptance. The Contractor shall have the Departmental Representative sign the work sheet.

1.7 CLEAN-UP

During the work, the Contractor shall keep the site clean and free of any waste and debris. The Contractor shall place volatile waste in covered metal containers and dispose of them daily. Accumulation of debris on the work site is unacceptable.

After each work period, the Contractor shall leave the site clean and free of any waste, debris, materials, tooling and equipment. The Contractor shall clean up to the satisfaction of the Departmental Representative.

The Contractor may not use the Environment and Climate Change Canada container.

The Contractor shall dispose of waste outside government property in accordance with federal, provincial and municipal regulations relating to environmental protection. Waste also includes demolition material not kept by the federal government. For toxic products and water containing suspended matter, the Contractor shall have their disposal approved by the Departmental Representative.

The Contractor is responsible for finding a site for waste disposal where dumping is permitted, and shall pay the charges required by the site owner.

Work sites shall always be closed off and shall cause no dust to enter adjacent areas.

2. SAFETY REQUIREMENTS

2.1 SAFETY STANDARDS

The Contractor shall comply with all safety measures relating to fire and accident risk, and measures recommended by national and provincial codes and prescribed by authorities having jurisdiction over the material, methods and work habits.

SECTION 02 DESCRIPTION OF WORK

1. DESCRIPTION OF WORK

During a Hydro-Québec outage, Environment and Climate Change Canada is required to use backup generators to supply emergency power. The new generator sets are expected to be mounted in a 2N emergency mode arrangement. To do this, the intention is to use four generators



with a 800kW capacity each to power chillers, two UPS and a set of mechanical pumps and equipment.

The installation work is scheduled for Sunday, March 31, 2022.

2. DESCRIPTION OF EQUIPMENT TO BE SUPPLIED

The equipment to be supplied shall include all of the following:

2.1 GENERATOR

The rental company shall supply:

1. Four 3-phase 3-wire 60Hz generators, each with an 800kW/1000kVA output used in STANDBY mode, operating at 600V.
2. The generators shall be equipped with a PMG (Permanent Magnet Generator) voltage regulator enabling the supply of six times the rated current in 10 seconds.
3. The generators shall be equipped with an adjustable electronic speed regulator.
4. An adjustable 1000A breaker mounted in a housing shall be installed on each generator.
5. Each trailer shall include the generator, a full fuel tank to support an 800kW rated load for 18 hours in an emergency situation, a system of automatic opening dampers, the battery charger, and hardware required to sound alarms remotely. Where the Contractor uses an enclosure that does not require the automatic opening damper system, it shall indicate this clearly in its bid. The Contractor shall also demonstrate the equivalence of this type of installation in comparison with an automatic damper system.

2.2 INSTALLATION

On **Thursday, March 31, 2022**, the rental company shall deliver, set up and install the generators on the Environment and Climate Change Canada site, located at 2121 Trans-Canada Highway in Dorval, Quebec, H9P 1J3.

2.3 MAINTENANCE CONTRACT

The rental company shall provide a monthly maintenance contract for the entire duration of the generator rental. Generator maintenance shall include fluid and filter replacement once a year and battery maintenance. Every month, a technician from the rental company shall start up the machinery and check the behaviour and stability of the unit. A work order shall be submitted to the Environment and Climate Change Canada representative describing the work to be done on the equipment. The conditions to be met during monthly maintenance visits are detailed in section 04.

Annual load bank test: The Contractor shall arrange for an annual load bank test as required by standard CSA 282. The load banks are the responsibility of the Contractor and its staff. The costs of this annual test shall be charged to Environment and Climate Change Canada and clearly identified on the price schedule.



2.4 FUEL TANK

The rental company shall:

1. Supply a full fuel tank with each generator. The capacity of each tank shall allow for the continuous operation of the generator at full load for a minimum of 18 hours without refilling.
2. Supply precise fuel level gauges so that the period of autonomy can be assessed.
3. Ensure that the fuel tank meets environmental standards on fuel spills as well as Transport Canada standards.

2.5 HEATING BLOCK, MOTORIZED DAMPERS, HEATING UNIT AND MAINTAINER

The generators shall be supplied with motor heating blocks, motorized dampers, battery maintainers and enclosure heating units required for the proper operation of the unit at full load. Auxiliary equipment and services shall be wired and the wiring shall be accessible on the terminal block at the generator cable connection point. Where the Contractor uses an enclosure that does not require the automatic opening damper system, it shall indicate this clearly in its bid. The Contractor shall also demonstrate the equivalence of this type of installation in comparison with a damper system.

2.6 BREAKERS

Supply 1000A output breakers for each generator allowing for adjustment of LI protection with a 10-second 800A LT and an instantaneous element set to 12 times the rated current.

2.7 ALARM

Provide a general alarm contact in case the generator and machinery protection systems fail. The alarm shall be connected by an electrician from the rental company to Environment and Climate Change Canada's building management system (Honeywell EBI). The connection point shall be located on a terminal block near the cable connection point, accessible from outside the equipment.

2.8 CONTROLS

The generator shall have all the hardware necessary for the proper operation of the unit, such as the battery charger and batteries, and shall indicate any issues, such as low fuel level, low battery voltage, high coolant temperature, high lubricating liquid temperature, and low oil pressure. The generators shall also be compatible and equipped with the hardware necessary to start up the units remotely via transfer switches belonging to Environment and Climate Change Canada.

2.9 DISTORTION RATE

The generator shall supply a mechanical load with a harmonic current distortion of less than 10% at 600V.



2.10 TRAILERS

Trailers shall be secured so as to prevent access by intruders. Trailers and silencers shall be soundproofed for installation in a residential area. Trailers shall not exceed a maximum length of 30 feet.

2.11 TESTING

The rental company shall:

1. Run tests up to 100% of the maximum load, at the plant and in the presence of the Environment and Climate Change Canada representative prior to delivery of the generator to the site. To do this, the unit shall be connected to a dummy load depending on the unit's capacity and be tested for at least (4) hours. All costs associated with the performance tests and fuel needed shall be included in the price. The representative will perform voltage regulation and frequency checks during the load testing period. Note that the tests described above may also be performed at the Environment and Climate Change Canada site. However, at no time shall the on-site installation be without protection or redundancy. In addition, all temporary electrical wiring work is the responsibility of the Contractor.
2. After installation, load tests shall be performed in the presence of the Environment and Climate Change Canada representative. The Contractor shall arrange for the labour required to perform the tests.

2.12 TRANSPORTATION AND DELIVERY

Provide transportation, delivery and on-site installation services, including post-connection technical assistance to perform tests on site. The landlord is responsible for setting up a safety zone on site during delivery of the generators.

2.13 TRANSPORTATION AND PICK-UP

Provide dismantling, transportation and pick-up services to take back the rented generators and equipment as well as ensure packaging, emptying of tanks and disposal of fuel, if necessary.

Equipment belonging to the owner used in the installation shall be disconnected and dismantled by an electrician hired by the rental company. The equipment shall be returned to the owner in good working order prior to pick-up.

The landlord is responsible for setting up a safety zone on site during pick-up of the generators.

3.0 OTHER RELEVANT INFORMATION

Applicable standards, codes and requirements:

- Most recent *National Building Code*;
- Most recent *Plumbing Code*;
- Most recent *Quebec Electrical Code*;
- Most recent Fire Commissioner of Canada requirements;
- Where a conflict exists between two standards or sets of regulations, the stricter of the two shall prevail;



- Construction site health and safety legislation;
- All other work-related standards, codes or requirements;
- Explosive tools: The use of explosive tools is strictly prohibited.

SECTION 04 CONDITIONS TO BE MET DURING MONTHLY MAINTENANCE VISITS

1.0 APPOINTMENTS

Before reporting on site for maintenance or any other matter, the rental company shall make an appointment with the Project Manager.

2.0 SECURITY REQUIREMENT

ID cards issued by building security shall be worn in a visible place at all times. Rental company representatives shall sign in and out every time they enter or leave the site.

3.0 TOOLING

The technician shall ensure that he or she has all the equipment, tools and machinery necessary to perform the required work. No tools, equipment or machinery will be loaned by Environment and Climate Change Canada.

4.0 CLEANLINESS OF WORK AREA

The rental company is responsible for keeping the work area clean during and after the work, and shall remove any debris and materials.

5.0 HEALTH AND SAFETY

All employees of the rental company shall comply with the legal health and safety obligations in accordance with the *Safety Code for the Construction Industry* and the *Act respecting occupational health and safety* (CSST).

5.1 Signs shall indicate the risks and hazards to the physical integrity of workers and visitors.

6.0 PARKING

The rental company's technician may park his or her company vehicle in the site parking lot during monthly maintenance work.

7.0 SMOKING AND DRUG USE

Smoking is prohibited in this building. Environment and Climate Change Canada also has a zero tolerance policy regarding drug and alcohol use at work by its employees, representatives and contractors that have dealings with Environment and Climate Change Canada.



ANNEX "B"

BASIS OF PAYMENT

BIDDERS MUST NOT MODIFY THIS FORM

BIDDERS MUST NOT MODIFY THIS FORM

Name of the bidder: _____

Address: _____

Phone number: _____

Fax: _____

Company's GST number: _____

I/We have the authority to bind the company/partners/consortium.
Sole Proprietor / Consortium.

Name

Signature

Title

Date



FINANCIAL PROPOSAL - PRICE TABLE

Description	Units		Unit Rate	Total Cost
Contract period: April 01, 2022 to March 31, 2023				
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	A _____ \$
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	B _____ \$
Annual testing costs	1 per year	X	_____ \$	C _____ \$
Option Year 1: April 01, 2023 to March 31 2024				
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	D _____ \$
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	E _____ \$
Annual testing costs	1 per year	X	_____ \$	F _____ \$
Option Year 2: April 1 2024 to March 31 2025				
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	G _____ \$
Monthly rental cost of 800 KW generators	12 month	X	_____ \$	H _____ \$
Annual testing costs	1 per year	X	_____ \$	I _____ \$
Total Contract Cost (add up the column Total monthly cost A+B+C+D+E+F+G+H+I)				_____ \$

Notes:

- The above monthly rates are to include all charges to the principal including all labour, transportation, installation, administration fees etc.
- Environment and Climate Change Canada reserves the right to terminate the generator rental contract **at any time**. However, a 30 day notice will be given to allow for coordination of the recovery of the generator by the rental company.



ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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.
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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents
- o. 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.