

Solicitation No. 5000072681

J)

| RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: | Title – Titre Cogeneration System Maintenance Services | |
|--|--|---|
| Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada | EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000072681 | |
| Electronic Copy: soumissionsbids@ec.gc.ca | Date of Bid solicitation (YYYY-MM-D soumissions (AAAA-MM-JJ) 2023-12-14 | D) – Date de la demande de |
| BID SOLICITATION DEMANDE DE SOUMISSONS | Bid Solicitation Closes (YEAR-MM- DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2024-01-23 | Time Zone – Fuseau horaire Eastern Standard Time |
| PROPOSAL TO: ENVIRONMENT CANADA | F.O.B – F.A.B | |
| 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. | Address Enquiries to - Adresser tou Angelina Garcia Contracting Authority Environment and Climate Change C. #101 – 401 Burrard St., Vancouver, E Email: <u>Angelina.Garcia@ec.gc.ca</u> | anada |
| SOUMISSION À: ENVIRONNEMENT CANADA Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, | Telephone No. – Nº de téléphone 778-726-1680 | Fax No. – № de Fax |
| | Delivery Required (YEAR-MM-DD) – Contract award - 2026-03-31 | Livraison exigée (AAAA-MM-JJ |
| les services détaillés dans le document, au(x) prix indiqué(s). | Destination - of Services / Destinati Burlington, ON | on des services |
| | Security / Sécurité There is a security requirement asso | ociated with this solicitation. |
| | Vendor/Firm Name and Address - Ra fournisseur/de l'entrepreneur | aison sociale et adresse du |
| | Telephone No. – N° de téléphone | Fax No. – N° de Fax |
| | Name and title of person authorized Vendor/Firm: (type or print) / Nom et titre de la personne autorisé fournisseur/de l'entrepreneur (taper d'imprimerie) | e à signer au nom du |
| Bidder should sign off on this cover page when submitting their proposal. | Signature | Date |



Environment and Climate Change Canada

Environnement et Changement climatique Canada

Solicitation No. 5000072681

TABLE OF CONTENTS

| | PART 1 – GI | ENERAL INFORMATION | 3 | | |
|------|----------------|--|----|--|--|
| 1.1 | Introduction | | 3 | | |
| 1.2 | Summary | | 3 | | |
| 1.3 | Debriefings | | 4 | | |
| | PART 2 – BI | DDER INSTRUCTIONS | 5 | | |
| 2.1 | Standard Ins | tructions, Clauses and Conditions | 5 | | |
| 2.2 | Submission of | of Bids | 6 | | |
| 2.3 | Former Publi | Former Public Servant – Competitive Bid | | | |
| 2.4 | | Bid Solicitation | 6 | | |
| 2.5 | Applicable La | | 7 | | |
| 2.6 | Optional Site | | 7 | | |
| 2.7 | | e and Recourse Mechanisms | 7 | | |
| | | D PREPARATION INSTRUCTIONS | 9 | | |
| 3.1 | | ion Instructions | 9 | | |
| | | ALUATION PROCEDURES AND BASIS OF SELECTION | 15 | | |
| 4.1 | Evaluation P | | 15 | | |
| 4.2 | Technical Ev | | 15 | | |
| 4.3 | Financial Eva | | 15 | | |
| 4.4 | Basis of Sele | | 15 | | |
| | | ERTIFICATIONS | 19 | | |
| 5.1 | | Required Required with the Bid | 19 | | |
| 5.2 | | Required Precedent to Contract Award | 19 | | |
| 5.3 | | ertifications Required Precedent to Contract Award | 19 | | |
| 0.0 | | ECURITY AND OTHER REQUIREMENTS | 21 | | |
| 6.1 | Security Req | | 21 | | |
| 6.2 | Insurance Re | | 21 | | |
| 0.2 | | ESULTING CONTRACT | 22 | | |
| 7.1 | Statement of | | 22 | | |
| 7.2 | | auses and Conditions | 23 | | |
| 7.3 | Security Reg | | 23 | | |
| 7.4 | Term of Cont | | 24 | | |
| 7.5 | Authorities | | 24 | | |
| 7.6 | | sclosure of Contracts with Former Public Servants | 25 | | |
| 7.7 | Payment | | 25 | | |
| 7.8 | Invoicing Inst | tructions | 26 | | |
| 7.9 | | and Additional Certifications | 20 | | |
| 7.10 | Applicable La | | 27 | | |
| 7.11 | Priority of Do | | 27 | | |
| 7.12 | Insurance | coments | 27 | | |
| 7.12 | Dispute Reso | alution | 28 | | |
| 7.15 | Dispute Rest | JULION | 20 | | |
| | List of Anne | | | | |
| | Annex A | Statement of Work | 29 | | |
| | Annex B | Basis of Payment | 34 | | |
| | Annex C | Security Requirements Check List | 34 | | |
| | Annex D | Insurance Requirements | 39 | | |
| | Annex E | Task Authorization Form | 41 | | |
| | Annex F | Reporting Data – Task Authorization | 41 | | |
| | | Reporting Data Task Autorization | | | |
| | List of Attac | hments: | | | |
| | Attachment 1 | 1 to Part 3, Financial Bid Presentation Sheet | 11 | | |
| | Attachment 1 | to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria | 16 | | |
| | | 2 to Part 4, Bidder's Experience Table | 18 | | |



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, and Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and Insurance Requirements.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement for maintenance services for the cogeneration system that produces electricity, hot water and steam for the Canada Centre for Inland Waters (CCIW), it's largest freshwater research facility as detailed in the Statement of Work, Annex A to the bid solicitation.

ECCC requires the services of a contractor to keep in good working condition the Caterpillar G3516TA GenSet which includes scheduled maintenance, unscheduled repairs, an emergency generator rental, and a top-end overhaul.

The period of the contract is from contract award to March 31, 2026, with option to renew for two (2) additional one-year periods.

- 1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security and Other Requirements and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation.
- 1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization –

Page 3 of 43



Solicitation No. 5000072681

Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP], the Canada-Ukraine Free Trade Agreement and the Canada-United Kingdom Trade Continuity Agreement.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

Page 4 of 43



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* (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 (2023-06-08) - 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

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 FPS, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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.

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 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: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



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;
- 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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Canada Centre for Inland Waters at 867 Lakeshore Road, Burlington, ON L7S 1A1 on Thursday, January 4, 2024. The site visit will begin at 10:00 am EST at the Reception Area.

Bidders are requested to communicate with the Contracting Authority no later than Wednesday, January 3, 2024 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 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.



Environment and Climate Change Canada Environnement et

Changement climatique Canada

Solicitation No. 5000072681

- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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 Section II: Financial Bid Section III: Certifications

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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: <u>soumissionsbids@ec.gc.ca</u> Attention: Angelina Garcia Solicitation Number: 5000072681

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 and describe their approach 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.

Page 9 of 43



Section II: Financial Bid

- **3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **3.1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3). The total amount of Applicable Taxes must be shown separately.
- **3.1.3** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

- a) Professional fees: For each of the maintenance requirements identified, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- b) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- c) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- d) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- 3.1.5 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.



Environment and Environmement et Change Canada Change Canada

Solicitation No. 5000072681

ATTACHMENT "1" TO PART 3 -FINANCIAL BID PRESENTATION SHEET

- 1.0 The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the maintenance requirements identified.
- 2.0 The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Please note that the Preventative Maintenance performed every 25 weeks will be performed while the Contractor is already on site conducting 6-week Preventative Maintenance. The 25-week Preventative Maintenance is only for the two additional tasks (refer to Annex A, 3.1 for full details).

Table 1.1 - Contract Year 1 (April 1, 2024 to March 31, 2025)

| | | Frequency (A) | Firm Price (B) | Extended Price (C = A x B) |
|-----|--|------------------|--------------------------|----------------------------------|
| А. | <i>Firm Requirement</i> Monday-Saturday, 07:00 to 18:00 | | Each or per unit | |
| 1. | Preventative Maintenance (performed every 6 weeks) | 9 events | \$ | \$ |
| 2. | Preventative Maintenance (performed every 25 weeks) | 2 events | \$ | \$ |
| 3. | Preventative Maintenance (performed annually) | 1 event | \$ | \$ |
| В. | Task Authorizations As and when required repairs | | Per hour | |
| 4. | Corrective Maintenance/unscheduled repairs | 18 hours | \$ | \$ |
| 5. | Emergency repairs (outside regular time frames above) | 8 hours | \$ | \$ |
| | | | Per day | |
| 6. | Rental for generator | 5 days | \$ | \$ |
| C. | Replacement Parts ** As and when required | Qty | Per unit (cost + 10%) | |
| 7. | Water pump | 1 | \$ | \$ |
| 8. | Turbocharge cartridge | 1 | \$ | \$ |
| 9. | Alternator overhaul | 0 | \$ | \$ |
| 10. | Oil cooler | 0 | \$ | \$ |
| 11. | Oil pump | 1 | \$ | \$ |
| 12. | Starting motor | 0 | \$ | \$ |
| 13. | Gas pressure regulator | 0 | \$ | \$ |
| | Total Estimated: Firm Year 1 (D) (Sum of items 1 to 13) | | | \$ |

** Standard replacement parts generally identified during preventative maintenance inspections and/or unscheduled repairs:



Environment and Climate Change Canada

Environnement et Changement climatique Canada

Table 1.2 - Contract Year 2 (April 1, 2025 to March 31, 2026)

| | | Frequency (A) | Firm Price (B) | Extended Price (C = A x B) |
|-----|--|------------------|--------------------------|----------------------------------|
| А. | <i>Firm Requirement</i> Monday-Saturday, 07:00 to 18:00 | | Each or per unit | |
| 1. | Preventative Maintenance (performed every 6 weeks) | 9 events | \$ | \$ |
| 2. | Preventative Maintenance (performed every 25 weeks) | 2 events | \$ | \$ |
| 3. | Preventative Maintenance (performed annually) | 1 event | \$ | \$ |
| В. | Task Authorizations As and when required repairs | | Per hour | |
| 4. | Corrective Maintenance/unscheduled repairs | 18 hours | \$ | \$ |
| 5. | Emergency repairs (outside regular time frames above) | 8 hours | \$ | \$ |
| | | | Per day | |
| 6. | Rental for generator | 5 days | \$ | \$ |
| C. | Replacement Parts As and when required | | Per unit (cost + 10%) | |
| 7. | Water pump | 1 | \$ | \$ |
| 8. | Turbocharge cartridge | 1 | \$ | \$ |
| 9. | Alternator overhaul | 0 | \$ | \$ |
| 10. | Oil cooler | 0 | \$ | \$ |
| 11. | Oil pump | 1 | \$ | \$ |
| 12. | Starting motor | 0 | \$ | \$ |
| 13. | Gas pressure regulator | 0 | \$ | \$ |
| | Total Estimated: Firm Year 2 (E) (Sum of items 1 to 13) | | | \$ |

Table 1.3 - Option Period 1 (April 1, 2026 to March 31, 2027)

| | | Frequency (A) | Firm Price (B) | Extended Price (C = A x B) |
|----|--|------------------|---------------------|----------------------------------|
| А. | <i>Firm Requirement</i> Monday-Saturday, 07:00 to 18:00 | | Each or per unit | |
| 1. | Preventative Maintenance (performed every 6 weeks) | 9 events | \$ | \$ |
| 2. | Preventative Maintenance (performed every 25 weeks) | 2 events | \$ | \$ |
| 3. | Preventative Maintenance (performed annually) | 1 event | \$ | \$ |
| В. | Task Authorizations As and when required repairs | | Per hour | |
| 4. | Corrective Maintenance/unscheduled repairs | 18 hours | \$ | \$ |
| 5. | Emergency repairs (outside regular time frames above) | 8 hours | \$ | \$ |
| | | | Per day | |
| 6. | Rental for generator | 5 days | \$ | \$ |

Page 12 of 43



Solicitation No. 5000072681

| C. | Replacement Parts As and when required | | Per unit (cost + 10%) | |
|-----|--|---|--------------------------|----|
| 7. | Water pump | 1 | \$ | \$ |
| 8. | Turbocharge cartridge | 1 | \$ | \$ |
| 9. | Alternator overhaul | 1 | \$ | \$ |
| 10. | Oil cooler | 1 | \$ | \$ |
| 11. | Oil pump | 1 | \$ | \$ |
| 12. | Starting motor | 1 | \$ | \$ |
| 13. | Gas pressure regulator | 1 | \$ | \$ |
| | Total Estimated: Option Period 1 (F) (Sum of items 1 to 13) | | | \$ |

Table 1.4 – Option Period 2 (April 1, 2027 to March 31, 2028)

| | | Frequency (A) | Firm Price (B) | Extended Price (C = A x B) |
|-----|--|------------------|--------------------------|----------------------------------|
| А. | <i>Firm Requirement</i> Monday-Saturday, 07:00 to 18:00 | | Each or per unit | |
| 1. | Preventative Maintenance (performed every 6 weeks) | 9 events | \$ | \$ |
| 2. | Preventative Maintenance (performed every 25 weeks) | 2 events | \$ | \$ |
| 3. | Preventative Maintenance (performed annually) | 1 event | \$ | \$ |
| В. | Task Authorizations As and when required repairs | | Per hour | |
| 4. | Corrective Maintenance/unscheduled repairs | 18 hours | \$ | \$ |
| 5. | Emergency repairs (outside regular time frames above) | 8 hours | \$ | \$ |
| | | | Per day | |
| 6. | Rental for generator | 5 days | \$ | \$ |
| С. | Replacement Parts As and when required | | Per unit (cost + 10%) | |
| 7. | Water pump | 1 | \$ | \$ |
| 8. | Turbocharge cartridge | 1 | \$ | \$ |
| 9. | Alternator overhaul | 0 | \$ | \$ |
| 10. | Oil cooler | 0 | \$ | \$ |
| 11. | Oil pump | 1 | \$ | \$ |
| 12. | Starting motor | 0 | \$ | \$ |
| 13. | Gas pressure regulator | 0 | \$ | \$ |
| | Total Estimated: Option Period 2 (G) (Sum of items 1 to 13) | | | \$ |

Table 1.5 – Perform as Required

| | | Frequency (A) | Firm Price (B) | Extended Price (C = A x B) |
|----|---|------------------|---------------------|----------------------------------|
| C. | Task Authorization: Top-End Overhaul (performed twice only during a potential 4-year duration of the contract) | | Each or per unit | |
| 7. | Top-end overhaul | 2 events | \$ | \$ |
| | Total Estimated: (H) | | | \$ |



Solicitation No. 5000072681

| Financial Evaluation St | ummary |
|---|--------|
| Total Price - Firm Contract Year 1 (D) | \$ |
| Total Price - Firm Contract Year 2 (E) | \$ |
| Total Price – Option Period 1 (F) | \$ |
| Total Price – Option Period 2 (G) | \$ |
| Total Price – Perform As Required (H) | \$ |
| Total Evaluated Bid Price (D + E + F + G + H) | \$ |
| Applicable Taxes | \$ |
| Total Bid Price including Applicable Taxes | \$ |

Page 14 of 43



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 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.

Mandatory and point rated technical evaluation criteria are included in Attachment "1" to Part 4.

4.3 Financial Evaluation

4.3.1 Evaluation of Price

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

- **4.3.2.1** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- **4.3.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
- 2. Bids not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for award of a contract.



Solicitation No. 5000072681

ATTACHMENT "1" (*TO PART 4*, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

| ltem | Mandatory Technical Criterion / Bid Preparation Instructions | Responsive (Yes / No) | Reference to Bidder's |
|------|--|--------------------------|-----------------------|
| | (MUST be included in the submission) | | Response |
| MT1 | Corporate Experience | | |
| | The Bidder must demonstrate a minimum of five (5) years' experience within the last seven (7) years from date of bid closing providing maintenance services of cogenerator (cogen) system/s in a research facility or a commercial/industrial property. | | |
| | To demonstrate this criterion, the Bidder must fill out Attachment 2 to Part 4, Bidder's Experience Table, or provide the following information with their bid: | | |
| | Clients; | | |
| | Duration of each project; | | |
| | Scope of each project | | |
| | Approximate budget of each project | | |
| MT2 | Project Lead – Curriculum Vitae | | |
| | The Bidder's proposed project lead must have a minimum of two (2) years' experience in maintenance of cogenerator system within the past five years from date of bid closing | | |
| | To demonstrate this criterion, the Bidder must include details as to how this criterion is met in the curriculum vitae of a project lead in their proposal. | | |

Page 16 of 43



Environment and Er Climate Change Canada Ch

Environnement et Changement climatique Canada

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

| Item | Point Rated Criterion and Bid Submission Requirement | Evaluation Criteria | Maximum Points | Reference to Bidder's Response |
|------|---|--|-------------------|--------------------------------------|
| RT1 | The Bidder should demonstrate understanding of the work objectives by describing its approach, work plan and schedule for performing all cogeneration systems maintenance activities. The project descriptions should include but not limited to the following details: a breakdown of tasks including the resources (personnel, equipment, supplies, etc.) devoted to each and anticipated no. or hours or days to complete a rationale for appropriate mix of resources for each task and their qualification the deliverables and the outcomes coordinating, reporting and communicating with the Site Project Authority anticipated challenges and how these can be mitigated or addressed health and safety procedures that are applied in the work | Points will be awarded as follows: 40 points – very good approach and work plan; demonstrates a very good understanding of the work objectives and service requirements 30 points – adequate/satisfactory approach and work plan; demonstrates a good understanding of the work objectives and service requirements 20 points – Limited approach and work plan; has some understanding but lacks adequate understanding but lacks adequate understanding in some areas of the service requirements 10 points – poor and insufficient approach and work plan; lacks complete understanding of work objectives in order to deliver the service requirements 0 point – did not provide any information for which it could be evaluated | 40 | |
| | Total Points Available for Technica | | 40 | |
| | Total Points Needed to be Conside | red Responsive | 20 | |



Environment and El Climate Change Canada C

Environnement et Changement climatique Canada

Solicitation No. 5000072681

ATTACHMENT 2 TO PART 4 BIDDER'S EXPERIENCE TABLE

The Bidder should complete the Bidder's Experience Table and include it with its bid.

This table is for Mandatory Technical Criteria

Additional rows may be added as required.

| Bidder's Experience Table | | | |
|--|-----------|--|--|
| | Project 1 | | |
| Company/Name of Research Facility or Industrial Property: | | | |
| Start Date: | | | |
| End Date: | | | |
| Approximate Budget: | | | |
| Project Description: | | | |
| Applicable Criteria (example MT1) | | | |
| | Project 2 | | |
| Company/Name of Research Facility or Industrial Property: | | | |
| Start Date: | | | |
| End Date: | | | |
| Approximate Budget: | | | |
| Project Description: | | | |
| Applicable Criteria (example MT1) | | | |

Page 18 of 43



PART 5 - CERTIFICATIONS

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 <u>Forms for the Integrity Regime</u> website, to be given further consideration in the procurement process.

5.2 Certifications Required Precedent to Contract Award

5.2.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.3 Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.3.1 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



Environment and Environmement et Change Canada Change Canada

Solicitation No. 5000072681

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. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.2 Education and Experience A3010T (2010-08-18)

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



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirement

- a) Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (http://ssi-iss.tpsgc-pwgsc.gc.ca/indexeng.html) website.

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.



PART 7 - RESULTING CONTRACT

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

Title: Cogeneration System Maintenance Services

7.1 Statement of Work

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

A. Task Authorization Process

The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Project Authority, within 1 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Project Authority or the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

B. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$40,000.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

C. Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

D. Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex F. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

Page 22 of 43



Solicitation No. 5000072681

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 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 (https://buyandsell.gc.ca/policyand-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

7.2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: ______ (insert name(s) of person(s)).

7.3 Security Requirement

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

 The Contractor must, at all times during the performance of the contract, hold a valid reliability security screening issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC) or Environment Climate Change Canada (ECCC).



- 2. The Contractor personnel requiring access to sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSC, ECCC.
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP, PWGSC, ECCC.
- 4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C; and b. Contract Security Manual (latest edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to March 31, 2026.

7.4.2 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-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 fifteen (15) 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.

7.5 Authorities

7.5.1 Contracting Authority to be named at contract award

The Contracting Authority for the Contract is:

| Name | |
|---------------|---------------------------------------|
| Title | |
| Organization | Environment and Climate Change Canada |
| Address | |
| Telephone | |
| Facsimile | |
| Email address | |

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.

7.5.2 Project Authority to be named at contract award

The Project Authority for the Contract is:

| Name | |
|---------------|---------------------------------------|
| Title | |
| Organization | Environment and Climate Change Canada |
| Address | |
| Telephone | |
| Facsimile | |
| Email address | |



Environment and Environnement et Climate Change Canada

Changement climatique Canada

Solicitation No. 5000072681

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.

7.5.3 Contractor's Representative to be named at contract award

| Name | |
|-------------------------|--|
| Title | |
| Organization Address | |
| Address | |
| Telephone | |
| Facsimile | |
| Email address | |

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

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 _ _, to a limitation of (insert the amount at contract award). Customs duties are included and expenditure of \$_ Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

7.7.2 Limitation of Expenditure - Firm Requirement

- a) Canada's total liability to the Contractor under the Contract must not exceed \$ ____ Customs duties are included and the Applicable Taxes are extra.
- b) 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:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the contract expiry date, or
 - iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

c) 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.



Environment and Environmement et Change Canada Change Canada

7.7.3 Basis of Payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.4 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (will be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. 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
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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

7.8 Invoicing Instructions

7.8.1 Progress Payments

- 7.8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 7.8.1.2 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
 - a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
 - b) the amount claimed is in accordance with the basis of payment;
 - c) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
 - d) all such documents have been verified by Canada;
 - e) the work delivered has been accepted by Canada.



- 7.8.1.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 7.8.1.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by (Insert the name of the province or territory as specified by the the laws in force in bidder in its bid, if applicable.)

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions, <u>2010C</u> (2022-12-01) Services (Medium Complexity);
 c) Annex A, Statement of Work;
 d) Antex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- Annex D, Insurance Requirements; f)
- Annex E, Task Authorization Form; g)
- Annex F, Reporting Data Task Authorization; h)
- the signed Task Authorizations (including all of its annexes, if any); and i)
- the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on ______" or ",as amended on ______" and insert i) date(s) of clarification(s) or amendment(s)).

7.12 Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex D. 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



Environment and Environ Climate Change Canada Change

Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 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 "<u>Dispute Resolution</u>".



Environment and Climate Change Canada Environnement et Changement climatique Canada

Solicitation No. 5000072681

ANNEX "A" STATEMENT OF WORK

Cogeneration System Maintenance Services

1.0 Background

The Canada Centre for Inland Waters (CCIW) in Burlington, Ontario, is Environment and Climate Change Canada's largest freshwater research facility. A cogeneration system, producing electricity, hot water and steam was installed in the mid 1990s. In 2009, the system was 'islanded' to provide Critical and Life Safety Power to the facility during disruption to the incoming hydro service.

1.1 Objective:

To engage the services of a contractor with the expertise and resources (labour, personnel, supervision, equipment, tool, materials and supplies) to perform maintenance services on the cogeneration (COGEN) system installed at the CCIW research facility.

1.2 Terminology:

Engine Auxiliary Support Systems – means items necessary to support the operation of the Genset, such as, but not limited to: Heat Exchangers, Auxiliary Pumps, PLC's etc.

Maintenance – means all scheduled tasks, scheduled required to maintain the Genset in good operating condition.

Emergency Repairs – means repairs for all unscheduled failures, sudden, unforeseen and /or accidental breakdown of the engine and equipment.

Operation – means the daily activities and functions of the plant to achieve and maintain the required levels of plant condition and service.

Parts – means any item of equipment mechanical or electrical device or other item of the Caterpillar G3516 Genset that must be repaired or replaced for any reason in connection with the maintenance or operation of the energy plant.

Schedule of Services – means a chart detailing the maintenance required for each piece of covered equipment produced in accordance with operating and maintenance manuals, maintenance management schedules, including the Operation and Maintenance Canada Centre for Inland Waters Cat 3516TA 1800 rpm 810kW 600V Gen Set. Volumes 1 & 2.

Supplies - means any consumable item such as oils, greases, fluids, wipers, cleaning agents.

2.0 Scope of Work

The Contractor must provide maintenance services to the Canada Centre for Inland Waters (CCIW) for the Caterpillar G3516 Genset, Serial Number 4EK00583. The scope of the maintenance includes scheduled maintenance, unscheduled repairs, an emergency generator rental, and a top-end overhaul.

3.0 Tasks and Deliverables:

3.1 Maintenance – Firm Requirement

The Contractor must perform all maintenance indicated below.

1. Preventative Maintenance Service: Every 6 Weeks

1.1 Check the batteries and the battery charger for operation. Check battery electrolyte level

Page 29 of 43



Environment and Climate Change Canada

Environnement et Changement climatique Canada

- Lubricate actuator control linkage 12
- Inspect hoses and clamps and repair if required 13
- 1.4 Clean and adjust spark plugs
- 1.5 Change the oil and filters
- Drain the aftercooler condensation 1.6
- Inspect the crank shaft damper 1.7
- Clean the crankshaft breather 1.8
- Check the conditions of the engine mounts and repair if required 1.9
- Take an oil sample SOS (Scheduled Oil Sampling) to check for excessive wear, contaminated 1.10 fluids or other "unseen" issues
- 1.11 Take a coolant sample from the Jacket water system
- 1.12 Take a coolant sample from the Aftercooler system
- 1.13 Adjust the valve brige
- 1.14 Adjust the valve lash
- 1.15 Measure the valve recession
- 1.16 Inspect the valve rotators
- 1.17 Inspect the exhaust system piping and muffler
- 1.18 Inspect and top up coolant level
- Inspect for any coolant leaks 1.19
- 1.20 Inspect for any oil leaks
- Inspect turbo charger 1.21
- Inspect inlet air system and change air filters if required Inspect/clean / adjust engine speed sensor 1.22
- 1.23

2. Preventative Maintenance Service: Every 25 Weeks

- 2.1 Check the batteries and the battery charger for operation. Check battery electrolyte level
- Lubricate actuator control linkage 2.2
- Inspect hoses and clamps and repair if required 2.3
- Clean and adjust spark plugs Change the oil and filters 2.4
- 2.5
- Drain the aftercooler condensation 2.6
- 2.7 Inspect the crank shaft damper
- 2.8 Clean the crankshaft breather
- Check the conditions of the engine mounts and repair if required 2.9
- Take an oil sample SOS (Scheduled Oil Sampling) to check for excessive wear, contaminated 2.10 fluids or other "unseen" issues
- 2.11 Take a coolant sample from the Jacket water system
- Take a coolant sample from the Aftercooler system 2.12
- 2.13 Adjust the valve bridge
- 2.14 Adjust the valve lash
- 2.15 Measure the valve recession
- 2.16 Inspect the valve rotators
- Inspect the exhaust system piping and muffler 2.17
- 2.18 Inspect and top up coolant level
- Inspect for any coolant leaks 2.19
- Inspect for any oil leaks 2.20
- 2.21 Inspect turbo charger
- Inspect inlet air system and change air filters if required 2.22
- Inspect/clean / adjust engine speed sensor 2.23
- Change the spark plugs 2.24
- Full Inspection of the Genset, including: Auxiliary Pumps, PLC's, and all engine auxiliary 2.25 support systems

3. Preventative Maintenance Service : Annually

- Replace engine speed sensor 3.1
- Cooling system coolant sample 3.2
- Inspect the turbocharger 3.3
- Measure/record Crankcase blowby 3.4
- Measure/record cylinder pressure 3.5



Solicitation No. 5000072681

- 3.6 Check driven equipment
- 3.7 Check engine mounts
- 3.8 Check engine protective devices
- 3.9 Inspect the exhaust bypass
- 3.10 Inspect the starting motor
- 3.11 Inspect the water pump
- 3.12 Measure the height on the valves
- 3.13 Replace heads (16) based on valves recession
- 3.14 Perform the necessary measurements and tests to determine the wear and tear of the engine and submit recommendations to the Project Authority in writing if overhaul is required.

3.2 Maintenance – Work to be Performed under Task Authorization

- 1. Corrective Maintenance Service: Performed As Required
 - 1.1 The Contractor must provide a fully-fueled standby generator within 24 hours of when requested by the Project Authority for corrective (emergency) repairs that can be connected to the existing auxiliary connection terminals.

2. Top-End Overhaul: Performed As Required

- 2.1 The Contractor must provide a top end overhaul of the CCIW Cogeneration System twice during the span of this Contract. The contractor must rebuild the engine with new parts and replace worn parts.
- 2.2 In addition, the Contractor must perform a complete inspection of all other parts that are visible while the engine is opened.
- 2.3 The Contractor must replace disturbed seals and gaskets, and clean the internal passages of the engine components and cylinder block during the top end overhaul.
- 2.4 All of top end overhaul parts must be new from a Caterpillar dealer using an overhaul kit. All the parts and seals must be included in the top end overhaul service. The components must be inspected in accordance with the instructions found in Caterpillar reusability publications. The Contractor must inspect and use parts in accordance with the Index Of Publications On Reusability Or Salvage Of Used Parts section of the Guideline For Reusable Parts and Salvage Operations, SEBF8029.
- 2.5 The following list of parts must be inspected, and replaced if necessary, during the top end overhaul:
 - a. Replace the 16 Cylinder heads and assembly;
 - b. Inspect connecting rods;
 - c. Inspect the turbocharger;
 - d. Inspect the water pumps;
 - e. Inspect the oil pump;
 - f. Inspect the oil cooler and aftercooler cores;
 - Inspect bearings;
 - h. Inspect the alternator (megger test windings);
 - i. Inspect the starting motor;
 - j. Check the operation of the governor and carburetor; and
 - k. Inspect the gas pressure regulator.
- 2.6 Note: Engine has 16 cylinder heads, two turbos, and two water pumps.

3. Rental of Emergency Generator: As and when Required

3.3 Supply of Replacement Parts

The Contractor must supply and make available standard replacement parts generally identified during preventative maintenance inspections and/or unscheduled repairs which may include but are not limited to the following:

- Water pump
- Turbocharge cartridge
- Alternator overhaul
- Oil cooler



- Oil pump
- Starting motor
- Gas pressure regulator

Scheduled Maintenance Reports 3.4

Following every site visit for scheduled maintenance, the Contractor must provide a detailed report of the work completed as per the scope of work and leave a copy in the Cogen report book near the unit. The Contractor must notify the Project Authority immediately of any condition found that might jeopardize plant operations.

3.5 Materials Handling

The Contractor must follow all Federal Environmental guidelines for storing, handling, disposing, or transporting chemicals, waste oil, used oil filters, etc., that have been generated by, or through maintenance carried out at the Power Plant.

3.6 **Emergency Evacuation**

A copy of CCIW Fire Emergency Orders will be issued to the Contractor upon commencement of the Contract. It is the Contractor's responsibility to ensure that their employees and subcontractor's employees are in compliance with these orders at all times. In the event of an evacuation, Contractor's staff must obey instructions received from members of the CCIW Fire Emergency Organization or others having the authority to issue such instructions.

Work Considerations 3.7

- 1. The Contractor must respond to emergency calls 24 hours per day, 7 days a week. When informed of an emergency repair, the Contractor must be on site within 4 hours.2. All scheduled maintenance except emergency repairs must take place during off peak hours (not
- during Monday-Saturday 7:00-18:00).
- The Contractor must supply the Engine Oil, and the Cooling System Additive for the closed loop 3. within the engine only The Contractor must remove the waste oil, coolant, and filters from the site and dispose of them in accordance with CCME codes. The Contractor must ensure that all fluids conform to Caterpillar recommended specifications. The oil is CAT Natural Gas Engine Oil SAE 40. An oil change involves 2-3 drums of new oil.
- The Contractor must produce a chart of scheduled services with dates and times for the Project 4. Authority to review and approve.
- 5. The Contractor must inform the Project Authority if there are any updated maintenance recommendations from Caterpillar.
- The Contractor must leave the site clean and tidy and in safe working condition.
- 7 The Contractor must maintain the engine in accordance with the recommended Caterpillar maintenance practices in the latest edition of Caterpillar's Operating and Maintenance manual for G3500 engines.
- All engine parts must approved by Caterpillar. Parts re-manufactured by Caterpillar are acceptable. 8
- 9 The Contractor must use the necessary special tools required to work on the engine

3.8 Security

All Contractors' employees must sign in and out at the main security desk, when performing any service on site. The Contractor must provide the Project Authority the names of employees coming on site in order to obtain temporary passes for them.

4.0 **Government Supplied Materiel**

The Project Authority will provide a copy of CCIW Fire Emergency Orders upon contract sign off.



5.0 Official Languages

English is the language of communication and reporting related to this contract.

6.0 Work Location:

Canada Centre for Inland Waters Environment and Climate Change Canada 867 Lakeshore Rd., Burlington, ON L7S 1A1

7.0 Travel:

Travel if required is the responsibility of the Contractor and will not be reimbursed under this contract.



Environment and Climate Change Canada

Environnement et Changement climatique Canada

Solicitation No. 5000072681

ANNEX "B" BASIS OF PAYMENT

(to be completed at contract award)

Page 34 of 43



Environment and Climate Change Canada

Environnement et Changement climatique Canada

Solicitation No. 5000072681

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

| | Government | Gouvernement | 1 | | Contract Number / Numéro du ci | ontrat | |
|----------------------------------|---|-------------------------|---|-----------------|---|---------------------|--|
| * | | | | | | | |
| | Security Classification / Classification | | | | | | |
| | Unclassified | | | | | | |
| | | | ECURITY REQUIREMEN | | | | |
| ARTA | | | ATION DES EXIGENCE | | ES À LA SÉCURITÉ (LVERS) | | |
| Originating | Government Depa | artment or Organizatio | | TOLLL | 2. Branch or Directorate / Direction gé | nérale ou Direction | |
| | | ernemental d'origine | ECCC | | CFSB | | |
| . a) Subcont | tract Number / Nun | néro du contrat de so | us-traitance 3. b) Na | me and Addre | ess of Subcontractor / Nom et adresse d | u sous-traitant | |
| Brief Desc | ription of Work / Br | ève description du tra | avail | | | | |
| COGENER | RATION SYSTEM MA | INTENANCE SERVICE | S at CCIW | | | | |
| | | | | | | | |
| a) Will the | supplier require an | cess to Controlled G | norie? | | | Nº Y | |
| | | cès à des marchandis | | | | Non O | |
| | | cess to unclassified r | military technical data subjec | t to the provis | ions of the Technical Data Control | | |
| Regulat | | | | | | | |
| | nisseur aura-t-il acc ontrôle des donnée | | chniques militaires non class | ifiées qui son | t assujetties aux dispositions du Règlem | ent | |
| | | equired / Indiquer le t | vpe d'accès requis | | | | |
| | | | ess to PROTECTED and/or C | ASSIFIED I | information or areatr? | Nº TY | |
| Le fourr | nisseur ainsi que le | s employées auront-ils | accès à des renseignement | ls ou à des bi | ens PROTÉGÉS et/ou CLASSIFIÉS? | | |
| (Specify | the level of acces | s using the chart in Q | uestion 7. c) | | | | |
| | | | u qui se trouve à la question | | A | | |
| PROTE | CTED and/or CLA | ssified information | rs, maintenance personnel) i or assets is permitted. | equire acces | s to restricted access areas? No access | to No Y | |
| Le fourr | nisseur et ses empl | loyés (p. ex. nettoyeu | rs, personnel d'entretien) au | ront-ils accès | à des zones d'accès restreintes? L'accè | | |
| à des re | enseignements ou i | à des biens PROTÉG | ES et/ou CLASSIFIES n'est | pas autorisé. | | | |
| | | | nent with no overnight storag | | | V No Y | |
| - | | | son commerciale sans entre | | | Non L C | |
| . a) Indicate | the type of inform | ation that the supplier | will be required to access / I | Indiquer le typ | pe d'information auquel le fournisseur de | vra avoir accès | |
| | Canada | | NATO / OTAN | 4 | Foreign / Étran | ger | |
| . b) Release | e restrictions / Rest | rictions relatives à la | diffusion | | | | |
| No release | | | All NATO countries | | No release restrictions | | |
| Aucune res à la diffusio | triction relative | | Tous les pays de l'OTAN | | Aucune restriction relativ à la diffusion | e | |
| | | | | | a la ciliusion | | |
| Not releasa | | | | | | | |
| À ne pas di | ffuser | | | | | | |
| Restricted t | o: / Limité à : | | Restricted to: / Limité à ; | | Restricted to: / Limité à : | | |
| | | | | | | | |
| Specify cou | intry(ies): / Précise | r le(s) pays : | Specify country(ies): / Pré | ciser le(s) pay | ys : Specify country(ies): / Pr | eciser le(s) pays : | |
| | | | | | | | |
| c) Level of | information / Nive | au d'information | | | | | |
| PROTECT | | | NATO UNCLASSIFIED | | PROTECTED A | | |
| PROTÉGÉ | | | NATO NON CLASSIFIÉ | L | PROTÉGÉ A | | |
| PROTECT | | | NATO RESTRICTED | | PROTECTED B | | |
| PROTÉGÉ | | | NATO DIFFUSION REST | REINTE | PROTÉGÉ B | | |
| PROTECTÉ | | | NATO CONFIDENTIAL | | PROTECTED C PROTÉGÉ C | | |
| CONFIDEN | | - | NATO CONFIDENTIEL NATO SECRET | | PROTEGE C CONFIDENTIAL | | |
| CONFIDEN | | | NATO SECRET | | CONFIDENTIAL | | |
| SECRET | | | COSMIC TOP SECRET | | SECRET | <u> </u> | |
| | | | COSMIC TRÈS SECRET | L | SECRET | | |
| | | | | | TOP SECRET | | |
| TOP SECR | | | | | | | |
| SECRET TOP SECR TRÈS SEC | RET | | | | TRÈS SECRET | | |
| TOP SECR TRÈS SEC TOP SECR | | | | | TRÈS SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT | | |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

Canadä

Page 35 of 43

| Environment and Climate Change Cana | Environnement et da Changement climatique Canada | Solicitation No. 50000 |
|--|--|---|
| Government Gouvernem of Canada du Canada | eni 5000 | r / Numéro du contrat 0072681 |
| | Security Classification Uncl | / Classification de sécurité lassified |
| | ED and/or CLASSIFIED COMSEC information or assets? ments ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIF JIRIé : mositive INFOSEC information or assets? | |
| Le fournisseur aura-t-il accès à des renseigne Short Title(s) of material / Titre(s) abrégé(s) du Document Number / Numéro du document ; | ments ou à des biens INFOSEC de nature extrêmement délicate? u matériel : | Non Oui |
| PART B - PERSONNEL (SUPPLIER) / PARTIE 10. a) Personnel security screening level required | B - PERSONNEL (FOURNISSEUR) J / Niveau de contrôle de la sécurité du personnel requis | |
| COTE DE FIABILITÉ | CONFIDENTIAL SECRET CONFIDENTIEL | TOP SECRET TRÊS SECRET |
| TOP SECRET- SIGINT TRES SECRET - SIGINT SITE ACCESS ACCESS AUX EMPLACEMENTS | NATO CONFIDENTIAL NATO SECRET ANATO CONFIDENTIEL NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET |
| Special comments: Commentaires spéciaux : | | |
| REMARQUE : Si plusieurs nivea 10. b) May unscreened personnel be used for po | peut-il se voir confier des parties du travail? | No Yes Non Oui |
| Dans l'affirmative, le personnel en question | nsera-l-il escorté? E C - MESURES DE PROTECTION (FOURNISSEUR) | No Yes Non Oui |
| INFORMATION / ASSETS / RENSEIGNEM | | |
| premises? | s store PROTECTED and/or CLASSIFIED Information or assets on its s d'entreposer sur place des renseignements ou des blens PROTÉGÉS | Non Oui |
| b) Will the supplier be required to safeguard (Le fournisseur sera-t-il tenu de protéger de | COMSEC information or assets? is renseignements ou des biens COMSEC? | No Yes Non Oui |
| PRODUCTION | | |
| occur at the supplier's site or premises? | air and/or modification) of PROTECTED and/or CLASSIFIED material or e s à la production (flabrication et/ou réparation et/ou modification) de matéri | Non Oui |
| INFORMATION TECHNOLOGY (IT) MEDIA | SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) | |
| information or data? | erns lo electronically process, produce or store PROTECTED and/or CLA pres systèmes informatiques pour traiter, produire ou stocker électronique S et/ou CLASSIFIÉS? | Non Oui |
| | upplier's IT systems and the government department or agency? système informatique du fournisseur et celui du ministère ou de l'agence | Non Yes Non Oui |
| TBS/SCT 350-103(2004/12) | Security Classification / Classification de sécurité Unclassified | Canadă |

*

Page 36 of 43



Environment and Er Climate Change Canada Ch

Environnement et Changement climatique Canada

| S | olicitation | No. | 5000072681 |
|---|-------------|-----|------------|
| | | | |

| Gov of C | erni ana | nen da | nt Gouvernement Contract Number / Numéro du contrat du Canada 5000072681 | | | | | | | | | | | | | |
|---|--------------|-------------------------|---|---|----------------------|----------------|--------------------------------|--|----------------|--------------------------|-----------------|--------------|----------------|-------------------------------|-----------------------|--------------|
| | | | | | | | | Security Classification / Classification de sécurité Unclassified | | | | | | | | |
| | | | | | | | | L | | | | Jncia | issifi | ed | | |
| RT C - (continue | 5d) / | PAR | TIE | C - (suite) | | | | | | | | | | | | |
| For users compli- site(s) or premis Les utilisateurs oniveaux de sauv | es. qui n | empi | isser | nt le formulaire | manuel | ement de | oivent utiliser | | | | | | | | | |
| For users compl Dans le cas des dans le tableau | utilis | sateu | irs q | u online (via tr ui remplissent | le formuli | aire en lig | ne (par Inter | is automatical met), les répo TABLEAU F | nses aux | questions | r resp préci | onse éden | es to tes s | previous que sont automati | estions. quement s | aisies |
| Category Catégorie | PR | OTECT | ED 3É | cu | ASSIFIED JASSIFIÉ | | | NATO | | | | | | COMSEC | ; | |
| | A | в | с | CONFIDENTIAL | SECRET | TOP SECRET | NATO RESTRICTED | CONFIDENTIAL | NATO SECRET | TOP SECRET | | DTECTO | | CONFIDENTIAL | SECRET | SECRE |
| | | | | CONFIDENTIEL | | TRÉS SECRET | NATO DIFFUSION RESTRENTE | NATO CONFIDENTIEL | | COBMIC TRES SECRET | A | в | с | CONFIDENTIEL | | TREI SEOR |
| formation / Assets lanseignements / Blen troduction | 8 | F | | | | | | | | | - | _ | P | | - | |
| Media / | t | t | | | | | | | - | | 1 | | | | | \square |
| upport TI * Link 7 en électronique | | | | | | | | | | | | | | | | |
| 2. a) is the descri La description | i du | trava | ail vis | | ante LVEF | RS est-elle | e de nature P | ROTÉGÉE et | ou CLAS | | ion" | | | I | ✔ No Non | |
| Dans l'affirm | ativ | e, cli | assif | lier le présent ité » au haut d | formula | ire en ind | liquant le ni | | | | | | | | | |
| 2. b) Will the doc La document | | | | tached to this a à la présente | | | | | | | | | | 1 | ✓ No Non | |
| attachments Dans l'affirm | (e.g ativ | . SE e, cli de si | CRE | by annotating T with Attach lier le présen ité » au haut d | ments). t formula | ire en inc | liquant le ni | veau de sécu | rité dans | la case i | ntitul | ée | | | | |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified Canadä

Page 37 of 43



| | Gouvernement du Canada | | | | er / Numéro du contrat 00072581 | | |
|---|---------------------------|--|---|--------------------|--|--|--|
| | | | Secu | | n / Classification de sécurité classified | | |
| PART D - AUTHORIZATION / PA 13. Organization Project Authority | RTIE D - AUTORISATIO | DN manisme | _ | | | | |
| Name (print) - Nom (en lettres mou | | Title - Titre | | Signature | 1 1000 | | |
| Matt Wager | | Facility Mar | nager, CCIW | Mot | fully Apr 28/23 | | |
| Telephone No N° de téléphone 905 315 5244 | Facsimile No Nº d | e télécopieur | E-mail address - Adresse o matt.wager@ec.gc.ca | ourriel | Date April 26, 2023 | | |
| 14. Organization Security Authority | / Responsable de la sé | curité de l'orga | nisme | | | | |
| Name (print) - Nom (en lettres mou Lori Nelson | ulées) | Title - Titre Security Of | ficer | Signature | Digitally signed by Nelson, Lori Date: 2023.04.28 10:40:37-06'00' | | |
| Telephone No N ⁶ de téléphone 780 719 5875 | Facsimile No Nº d | e télécopieur E-mail address - Adresse courriel lori.nelson@canada.ca | | | Date | | |
| Are there additional instruction Des instructions supplémentair | | | | sont-elles jointe: | s? No Ye | | |
| 16. Procurement Officer / Agent d'a | approvisionnement | | | | | | |
| Name (print) - Nom (en lettres mou | Jées) | Title - Titre | | Signature | | | |
| Telephone No Nº de téléphone | Facsimile No Nº de | e télécopieur | E-mail address - Adresse | courriel | Date | | |
| 17. Contracting Security Authority | Autorité contractante er | n matière de sé | curité | | | | |
| Name (print) - Nom (en lettres mou | | Title - Titre | Charles No. | Signature | | | |
| Telephone No N° de téléphone | Facsimile No Nº de | e télécopieur | E-mail address - Adresse | courriel | Date | | |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

Canadä

Page 38 of 43



Solicitation No. 5000072681

ANNEX "D" 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.
 - 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.
 - 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 <u>Department of Justice Act</u>, 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 Field Code Changed

Page 39 of 43



Solicitation No. 5000072681

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.

Environmental Impairment Liability Insurance

- The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. 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.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.



ANNEX "E" TASK AUTHORIZATION FORM

| Clear Data - Effacer les dor | nnées Instructi | ions - Page 1 | Instructions - Page 2 | |
|--|--|--|---|--------|
| | aux publics et Service ernementaux Canada | | Annex Annexe | |
| Task Autho | | | Contract Number - Numéro du cont | rat |
| Autorisation | | | | |
| Contractor's Name and Address - Nom et l'adress | e de l'entrepreneur | Task Authorizatio | on (TA) No Nº de l'autorisation de tâch | e (AT) |
| | | Title of the task, | if applicable - Titre de la tâche, s'il y a lie | 20 |
| | | | | |
| | | Total Estimated (Coût total estima | Cost of Task (Applicable taxes extra) tif de la tâche (Taxes applicables en sus) | |
| | | \$ | | |
| Security Requirements: This task includes securi Exigences relatives à la sécurité : Cette tâche con | nprend des exigence | | | |
| No - Non Yes - Oui If YES, refer to Si OUI, voir la | the Security Requin Liste de vérification | ements Checklist (des exigences rela | SRCL) included in the Contract tive à la sécurité (LVERS) dans le contrat | |
| • | | | | |
| For Revision only - Aux fins de révis | sion seulement | | | |
| TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu | Total Estimated Cos taxes extra) before | the revision | extra), as applicable | es |
| | Coût total estimatif applicables en sus) | de la täche (Taxes avant la révision | Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu | |
| | \$ | | \$ | |
| Start of the Work for a TA : Work can until a TA has been authorized in accor- conditions of the contract. | | peuvent pa | travaux pour l'AT : Les travaux s commencer avant que l'AT nformément au contrat. | |
| 1. Required Work: - Travaux requis | | | | _ |
| A.Task Description of the Work required - Desc | cription de tâche de | s travaux requis | See Attached - Ci-joir | nt |
| | | | | |
| | | | | |
| | | | | |
| B. Basis of Payment - Base de paiement | | | See Attached - Ci-joir | nt 🔄 |
| | | | | |
| | | | | |
| | | | | |
| C. Cost of Task - Coût de la tâche | | | See Attached - Ci-join | nt |
| | | | | |
| | | | | |
| | | | | |
| D. Method of Payment - Méthode de paiement | : | | See Attached - Ci-joir | nt 📃 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PWGSC - TPSGC 572 (2014-04)



| | Annex Annexe |
|--|--|
| | Contract Number - Numéro du contrat |
| 2. Authorization(s) - Autorisation(s) | |
| By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract. | En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat. |
| The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization. | La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation. |
| | |
| Name and title of authorized client - Nom | n et titre du client autorisé à signer |
| | |
| Signature | Date |
| | |
| PWGSC Contracting Authority - Au | torité contractante de TPSGC |
| | |
| Signature | Date |
| 3. Contractor's Signature - Signature de l'entrepres | neur |
| | |
| | |
| Name and title of individual authoriz Nom et titre de la personne autorisée à | |
| Signature | Date |

PWGSC - TPSGC 572 (2014-04)

Page 42 of 43



_-

Environment and Environnement et Climate Change Canada Changement climatique Canada

Solicitation No. 5000072681

ANNEX "F" REPORTING DATA – TASK AUTHORIZATION

Reports must be submitted to the Contracting Authority to: ______ (insert at contract a Reports must be submitted every quarter as detailed under article 6.3.4 Periodic Usage Reports – Contracts with Task Authorizations of the contract. (insert at contract award).

| Contractor's Name: | | Contractor's Contact Info: | | | | | | |
|---|---------------------------|---|------------------------------------|---------------|--------------------|------------------|--|--|
| Contract #: | | Title: COGE | NERATION S | SYSTEM MA | | SERVICES | | |
| Total Value t | o date (excluding ta | xes): | | | | | | |
| Authorized Task # (or revision #) | Brief Description of task | Total estimated cost per task (excluding taxes) | Total Cost (Excluding Taxes) | Start Date | Completion Date | Active Status | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

NIL Report: We have not performed any authorized tasks for contract # ______ for this period: