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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed in Annex A, Statement of Requirement.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

B1000T Condition of Material 2007-11-30

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy) (See Annex A)

Section II: Financial Bid (1 hard copy) (See Annex B)

Section III: Certifications (1 hard copy)

Section IV: Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate how they meet the requirements listed in **Annex A, Statement of Requirement.**

Section II: Financial Bid

1. Pricing

Bidders must submit their financial bid in accordance with the Basis of Payment in Part 6. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) **must be shown separately**, if applicable.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

1.1 SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

Section III: Certifications

Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Additional Information

Canada requests that bidders submit the following information:

1.1 Delivery

While delivery is requested as soon as possible, the best delivery that could be offered is

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. The bidder's quote must meet Annex A, Statement of Requirement.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

- a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest total evaluated price will be recommended for award of a contract.

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.

1. Certifications Required Precedent to Contract Award

1.1 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.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2 Certifications Required with the Bid

Bidders must submit the following duly completed certification with their bid.

2.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

Offerors must submit as part of their offer, by the Request for Proposal closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror; **See Annex C.**

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the **Statement of Requirement at Annex A**, and in accordance with the Contractor's bid dated_____.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2014-03-01) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the complete delivery by **September 26th, 2014.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is

Nancy Dunphy
 Supply Officer | Spécialiste en approvisionnement
 Acquisitions | Approvisionnements
 Public Works and Government Services Canada | Travaux publics et Services
 gouvernementaux Canada
 1713 Bedford Row, Halifax, NS B3J 1T3 | 1713 Bedford Row Halifax, (N.É.) B3J 1T3
 nancy.dunphy@pwgsc-tpsgc.gc.ca
 Telephone | Téléphone 902-496-5481
 Facsimile | Télécopieur 902-496-5016

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.

5.2 Procurement Authority

The Project Authority for the Contract is
 (to be given upon contract award):

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representatives

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____

Facsimile No.: _____
 E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price

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

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

6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1000C	Single Payment	2008-05-12

7. Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
- The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
- Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
 - One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly

or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. 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) 2010A (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement
- (d) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

11. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
D5328C	Inspection and Acceptance	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

Annex A

Statement of Requirement

The Department of National Defence has a requirement for two (2) natural gas fired fifty (50) horse power horizontal fire-tube packaged Boilers.

Boiler Specifications

Boilers

1. The boilers shall be Fifty Horse Power two, three, or four pass horizontal fire-tube updraft boilers. They shall be mounted on a heavy steel frames with integral forced draft burners and controls. The complete package boiler shall be approved as a unit by Underwriters Laboratories and shall bear the ULC label.
2. The boiler shall be completely preassembled and fire tested at the factory. The unit shall be ready for immediate mounting on floor or simple foundation and ready for attachment of water, steam, fuel, electrical, vent and blow down connections.
3. The boiler shell must be constructed in accordance with ASME Boiler Code and must receive authorized boiler inspection prior to shipment. A copy of the inspection report shall be furnished to the purchaser.
4. Front and rear doors on the boiler shall be hinged or davited. Doors are to be sealed with fibreglass gaskets/rope and fastened tightly using cap screws.
5. Rear refractory and insulation shall be contained in the formed door, which must swing open for inspection of brick work.
6. Front and rear tube sheets and all flues must be fully accessible for inspection and cleaning when the doors are swung open. The shell must be furnished with adequate hand-holes to facilitate boiler inspection and cleaning.

Steam Boiler Trim

7. A water column complete with gauge glass set and water column blow-down valves.
8. The boiler feed-water pump control shall be included as an integral part of the water column to automatically actuate a motor driven feed water pump maintaining the boiler water level within normal limits.
9. The low and high water cut-off shall be included as an integral part of the boiler feedwater control wired into the burner control circuit to prevent burner operation if the boiler water level falls below or above a safe level.
10. Auxiliary low water cut-off manual reset shall be included, piped to the vessel, and wired to the burner control circuit. A manual reset device shall be used on this control.

11. The steam pressure gauge shall be located at the front of the boiler and include cock and test connection.
12. Safety valves of a type and size to comply with ASME Code requirements.
13. The steam pressure controls to regulate burner operation shall be mounted near the water column. Controls shall be a high limit (manual reset), operating limit (auto reset), and firing rate control.
14. Boiler is to be set up to fire on Natural gas and must come with pilot and main gas valves regulators, manual shut off valves to be hooked up to the Utility gas providers regulating station.

Burner & Controls

15. Burner Type - The burner shall be integral with the front head of the boiler and of high radiant multi-port type for gas. The burner shall be approved for operation on natural gas Fuel.
16. Gas Pilot - The gas pilot shall be a premix type with automatic electric ignition. An electronic detector shall monitor the pilot so that the primary gas valve cannot open until pilot flame has been established. The pilot train shall include two manual shut-off valves, solenoid valve, pressure regulator and pressure gauge.
17. Gas burner piping on all units shall include pressure regulator, primary gas shutoff valve, motor operated with proof of closure switch and plugged leakage test connection. The main gas valve(s) shall be wired to close automatically in the event of power failure, flame failure, low water or any safety shutdown condition. A lubricating plug cock or butterfly shutoff valve shall be provided as a means for a tightness check of the primary shut off valve.
18. The control panel shall be mounted on the front door of the boiler in a location convenient to the operator.
19. The panel shall contain the boiler flame safeguard controller, blower motor starter, indicating lights and selector switches.
20. All electrical equipment and wiring shall be in conformance with Underwriters Laboratories requirements.

Solicitation No. - N° de l'invitation

W010S-15D006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-4-73020

Buyer ID - Id de l'acheteur

hal220

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

W010S-15-D006

CCC No./N° CCC - FMS No/ N° VME

Annex "B"

Basis of Payment

The price for the LOW PRESSURE STEAM BOILER (SEE ANNEX A FOR DETAILS)

shall be \$_____ x Qty 2 exclusive of HST, including all delivery charges.

GRAND Total \$_____ (HST Extra)

Solicitation No. - N° de l'invitation

W010S-15D006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-4-73020

Buyer ID - Id de l'acheteur

hal220

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

W010S-15-D006

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"
Board of Directors

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER.

NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

SURNAME

GIVEN NAMES

TITLE
