

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet Resistive Load Bank, Outdoor	
Solicitation No. - N° de l'invitation W355B-151477/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W355B-15-1477	Date 2014-11-17
GETS Reference No. - N° de référence de SEAG PW-\$HAL-503-9379	
File No. - N° de dossier HAL-4-73137 (503)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-06	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Forward (HAL), LeeAnne	Buyer Id - Id de l'acheteur hal503
Telephone No. - N° de téléphone (902) 496-5070 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W355B-151477/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

hal503

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

W355B-15-1477

File No. - N° du dossier

HAL-4-73137

CCC No./N° CCC - FMS No/ N° VME

This amendment is issued in order to attach the solicitation documents.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

Department of National Defense (DND), Fleet Maintenance Facility Cape Scott (FMFCS) have a requirement for the supply, start-up and training of a 3000 KW DC Outdoor resistive load bank. This item will be located at the Department of National Defense (DND) Fleet Maintenance Facility (FMF) Cape Scott, HMC Dockyard, CFB Halifax. The Contractor must provide the items detailed under the Requirement at Annex A.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

B1000T	Condition of Material	2014-06-26
B3000T	Equivalent Products	2006-06-16
B4057T	Technical Publications - Manuals	2014-06-26

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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:

Section I:	Technical Bid - 2 hard copies
Section II:	Financial Bid - 1 hard copy
Section III:	Certifications - 1 hard copy

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

1.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation 2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals which do not meet all of the Mandatory Technical Requirements at the bid closing will be considered to be non-compliant and will be given no further consideration. The evaluation will only be based on the information provided with the bid. References to Internet sites or information that is not included will not be evaluated.

The Mandatory Technical Criteria are:

A) The Bidder must provide equipment literature to prove that the equipment complies with each and every one of the Mandatory Technical Specifications specified in Annex A, Requirement. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the

requirements of all of the Mandatory Technical Specifications will result in the bid being declared as non-compliant.

Proof can be provided in the form of equipment literature, brochure, engineering drawing, specification of the product or written narrative which clearly demonstrates how the proposed goods meet each and every one of the Mandatory Technical Specifications.

The Bidder must reference the page number and section of the submitted literature which proves their proposal complies with each and every one of the Mandatory Technical Specifications in Annex A.

1.2 Financial Evaluation

A0220T Evaluation of Price 2014-06-26

2. Basis of Selection

A0069T Basis of Selection 2007-05-25

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1. Certifications 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.

5.1.1 Code of Conduct and Certifications - Related documentation

Pursuant to section 01 of Standard Instructions 2003, Bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the Bidder, or the name of the owner, as applicable. Bidders bidding as societies, firms or partnerships do not need to provide a list of names. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and provide 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 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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.

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 Requirement at Annex A.

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

3.1 General Conditions

2010A (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

While delivery is requested as soon as possible ARO, mandatory delivery is required by March 31, 2015. Your anticipated delivery date is requested herein: _____ (*bidder's enter date*).

4.2 Shipping

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) FMF Cape Scott, Maritime Forces Atlantic, Halifax, N.S. Incoterms 2000 for shipments from a commercial contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Lee Anne Forward
Title:	Supply Specialist, Public Works and Government Services Canada
Address:	1713 Bedford Row, Halifax, NS B3J 1T3
Telephone:	(902)496-5070
Facsimile:	(902)496-5016
E-mail address:	leeanne.forward@pwgsc-tpsgc.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is: *(To be determined at Contract Award)*

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

5.3 Contractor's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

6. Payment

6.1 Basis of Payment

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

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

6.2 Limitation of Price

C6000C Limitation of Price 2011-05-16

6.3 Single Payment

H1000C Single Payment 2008-05-12

6.4 Procedures for Design Change/Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward two (2) copies to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the consignee.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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) the general conditions 2010A General Conditions - Goods (Medium Complexity) (2014-09-25);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*).

11. Defence Contract

A9006C	Defence Contract	2012-07-16
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12. SACC Manual Clauses

B1501C	Electrical Equipment	2006-06-16
B4058C	Publications - Specifications and Standards	2008-05-12
G1005C	Insurance	2008-05-12
D2000C	Marking	2007-11-30

ANNEX A

REQUIREMENT

Resistive Load Bank

DND, FMF Cape Scott has a requirement for the supply of one (1) 3000KW outdoor resistive load bank.

Complete commissioning and staff training by a factory trained technician for three 8 hour days. All travel, lodging, meals, and incidentals to be included at no additional cost.

Delivery is **REQUIRED** on or before March 31, 2015 (including onsite training).

Mandatory Specifications:

Please indicate where in your bid the following mandatory specifications can be found by filling in the corresponding page number to your bid document in spaces provided below.

Purchase Description: 3000KW DC Outdoor resistive load bank
Minimum Specifications:

Item	Description	Reference Page
1. Ratings	3000 kw at 480 and 750V DC , (selectable)	
	Minimum amperage 6200 Amps	
	Operating temperature -40 to 40 degrees Celsius	
2. Load step resolution	5 Kw	
3. Duty cycle	Continuous	
4. Construction	Outdoor	
	Weather proof	
	Stainless fasteners and bolts	
	Steel channels/mounting beams	
	316 L stainless steel shell painted ASA 61 light grey	
5. Internal Heater	Thermostat for protection of control components	
6. Exhaust hoods	Stainless steel angled to prevent direct rain from entering	
7. Exterior paint	Polyester powder coat ASA 61 light grey	
8. Resistive load elements	Chromium alloy or stainless steel	
	mica insulators	
	Stainless steel rod (higher wattages or ni-chrome wire wound (lower wattages)	
9. Cooling	Integral TEFC or better motor coupled to non-corroding fan blade	
10. Safety interlock	To keep unit from operating when airflow is not present	
11. Control panel	Remote	
	Nema 4 enclosure c/w 25 ft of control cable	
	Powered from 120v, i phase taken from blower power via step-down transformer	
12. Controls	Power on/off switch	
	Blower on/off switch	
	Master on/off switch	
	Load step switch	
	Voltage selector switch	
	Air flow and over temperature indicator lamps	
	Voltage, current and power digital meters	

13. Louvers	Motorized on both air inlet and outlet	
14. Load Connections	Connection box via gland plate, min 4.5mm thick, capable of allowing 16 750MCM single conductor cables	
15. Contactors	Heavy duty rated 750V or more	
	DC IP 67 rated for temporary water immersion 30 minutes	
16. Blowers	Double inlet	
	Vane axial	
	Power connection via separate gland plate	
	600V	
	3 phase	
	Max 100A	
	Soft start control	
17. Control Connections	In addition to local control, three MIL 38999 connectors to be provided on load bank for connection of 3 remote control cables so control panel can be used remotely from unit in 3 locations.	
18. Warranty	1 year all parts and labour included	

19. Handbook / Manual: 2 hard copies to be provided and 2 digital copies to be provided.

20. Certification: The equipment shall be certified by an acceptable Certification Organization. The following Certification Organizations are acceptable. The electrical control must bear a label from one of these organizations in order to be recognized as approved.

Identify which Organization shall be used:

- A. Canadian Standards Association (CSA)
- B. Entela
- C. Intertek Testing Services
- D. ETL Testing Laboratories
- E. Warnock Hersey (WH)
- F. Underwriters Laboratories of Canada (ULC)
- G. Underwriters Laboratories Inc. (UL)
- H. MET Laboratories Inc. (MET)
- I. TUV Rheinland of North America
- J. Quality Auditing Institute (QAI)
- K. TUV America Inc.

L. Factory Mutual (FM) Approvals

M. Omni-Test Laboratories Inc.

N. Curtis-Straus LLC

NOTE: Labels from all Organizations above (with the exception of CSA and ULC), must be accompanied by a small "c" at the eight o'clock position or Canadian Standard number to indicate the product has been certified to the Canadian Standard.

O. Electrical equipment that is not certified by one of the above agencies can only be accepted if the equipment is "field" inspected and labeled (complete with verification documentation) by the Canadian Standards Association (CSA), Cantest Ltd, Entela, Intertek Testing Services, MET Laboratories, TUV SUD America Inc, Underwriters Laboratories of Canada, Electrical Safety Authority (ESA), or QPS Evaluation Services Inc. under the Special Inspection Program. This inspection must take place before equipment delivery.

21. Onsite training is required for a minimum of 3 days at 8 hours per day.

ANNEX B

BASIS OF PAYMENT

The contractor will be paid in accordance with the following basis of payment for work performed and the deliverables received, pursuant to the contract.

Delivery Duty Paid firm lot price for:

- 1. Supply**
- 2. Delivery**
- 3. Complete commissioning**
- 4. Staff training by a factory trained technician for three 8 hour days (travel, lodging, meals, and incidentals to be included in the cost).**

Item	Description	Unit Price
1	3000KW DC Outdoor resistive load bank	

Date of delivery: _____

Bidder's Signature: _____

Applicable taxes extra.