



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Ent. /réparation chaudières vapeur	
<b>Solicitation No. - N° de l'invitation</b> W3380-16S260/A	<b>Date</b> 2016-09-26
<b>Client Reference No. - N° de référence du client</b> W3380-16-S260	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-405-14062	
<b>File No. - N° de dossier</b> MTC-5-38379 (405)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-11-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Séguin, Caroline	<b>Buyer Id - Id de l'acheteur</b> mtc405
<b>Telephone No. - N° de téléphone</b> (514) 496-3734 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE Garnisons St-Jean et Farnham Service du Génie B.P. 100, Succ. Bureau-Chef Richelain Québec J0L 1R0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this requirement.

### **1.2 Statement of Work**

The Work to be performed is detailed under annex A of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **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 *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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual clauses**

B1000T (2014-06-26), Condition of material – bid

### **2.2 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.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to

comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Quebec.

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

## **2.6 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 Department of National Defense, St-Jean Garrison in St-Jean-sur-Richelieu, on Wednesday October 12<sup>th</sup> 2016. The site visit will begin at 10h00 AM in Building B-151 (thermal power plant).

Bidders are requested to communicate with the Contracting Authority no later than Friday October 07<sup>th</sup> 2016 to confirm attendance. 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.

When confirming their attendance to the Contracting Authority, bidders are requested to provide the following information:

- Name of the participant(s);
- Name of the company represented by the participant(s);
- License plate of the vehicle used by the participant(s).

## **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 : one (1) hard copy

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (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, duotangs 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.

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

A proof demonstrating compliance to the criteria mentioned hereunder must be provided at bid submission:

- A) The Bidder must employ at least two (2) certified gas appliance technicians (TAG-1).
- B) The Bidder must employ at least one (1) instrumentation and control technician.
- C) The Bidder must have the following RBQ subclasses :
  - 15.2 Natural gas burners
  - 15.3 Oil burners
  - 15.4 Hot water and steam heating systems
  - 17.1 Instrumentation and control systems

##### 4.1.1.2 Point Rated Technical Criteria

If applicable, a proof demonstrating compliance to the criteria mentioned hereunder must be provided at bid submission:

- A) The Bidder has the following licenses:
  - 11.1 Pressurized industrial or institutional plumbing
  - 15. Plumbing
  - 15.6 Propane
  - 16.0 Electricity

Evaluation for A):

- 1 license: 2 points
- 2 licenses: 5 points
- 3 licenses: 8 points
- 4 licenses: 10 points (maximum)

- B) The Contractor employs more than two (2) certified gas technicians (TAG-1).

Evaluation for B): 2 points per additional technician, maximum of 6 points.

- C) The Contractor employs more than one (1) instrumentation and control technician.

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Evaluation for C): 2 points per additional technician, maximum of 6 points.

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

See Annex B – Basis of Payment.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 22 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



Example

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16), Status and availability of resources

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

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

#### 6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from December 1<sup>st</sup> 2016 to November 30<sup>th</sup> 2017, inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods 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.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Contract.

Solicitation No. - N° de l'invitation  
W3380-16S260/A  
Client Ref. No. - N° de réf. du client  
W3380-16-S260

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mtc-5-38379

Buyer ID - Id de l'acheteur  
mtc405  
CCC No./N° CCC - FMS No./N° VME

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Caroline Séguin  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Region  
Address: 800 de la Gauchetière Street West, Suite 7300, Montreal (Quebec), H5A 1L6

Telephone: (514) 496-3734  
Facsimile: (514) 496-3822  
E-mail address: [Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca](mailto:Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(will be completed at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

### 6.5.3 Contractor's Representative

The Contractor's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

À condition de remplir de façon satisfaisante ses obligations en vertu du contrat, l'entrepreneur sera payé un prix ferme unitaire, selon un montant total de \_\_\_\_\_ \$ (sera *inséré au moment de l'attribution du contrat*). Les droits de douane sont inclus et les taxes applicables sont en sus.

Pour la portion des travaux faisant l'objet d'un prix ferme seulement, le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

### 6.7.3 Method of Payment

SACC Manual clause [H3010C](#) Milestone payments – Not subject to holdback

### 6.7.4 SACC Manual Clauses

SACC Manual Clause [C2000C](#) (2007-11-30), Taxes – Foreign-based contractor

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## 6.8 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;
  - d. a copy of the monthly progress report.
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.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

## 6.10 Applicable Laws

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

## 6.11 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 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.12 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations  
B1006C (2014-06-26), Condition of material – Contract  
B1501C (2006-06-16), Electrical Equipment  
G1005C (2016-01-28), Insurance – No specific requirement

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **PART 1 – GENERAL INSTRUCTIONS**

##### **1.1 Purpose**

The Department of National Defence (DND), the Saint-Jean Garrison and the Farnham Training Centre require private sector services to provide the tools, equipment and labour necessary for the maintenance, inspection and repair of steam boilers and controls.

##### **1.2 Background**

The Engineering Branch is responsible for maintaining and repairing the boilers and their components at the Saint-Jean Garrison and the Farnham Training Centre. It must also ensure that the annual boiler inspection is done in accordance with the CSA B51 code.

##### **1.3 Scope**

This requirement allows the annual September inspection to be performed by qualified private-sector gas appliance and control technicians. In addition, the Contractor may be asked to perform work on request in areas including, but not limited to, electrical, high-pressure welding, bricklaying-masonry (refractory materials) and plumbing.

The Contractor must provide spare parts, as required, as detailed in Annex B – Basis of Payment.

Moreover, the Contractor will have to purchase spare parts, as required, which will be reimbursed at cost + percentage on presentation of invoices (details in Annex B – Basis of Payment).

##### **1.4 Location of work**

The work specified in these documents will be performed at the following sites:

Saint-Jean Garrison, in the following buildings (35 Grand-Bernier Road South, Saint-Jean sur Richelieu, J2X 2N2):

- B-151 Heating plant
- B-131 Gymnasium
- B-129 Recruit school
- B-150 Hospital
- HD-04

Farnham Training Centre, in the following building (1111 Principale Street West, Farnham, J2N 2X9):

- E-201 Kitchen



## 1.5 Tasks

### 1.5.1 Annual maintenance for Saint-Jean Garrison

During the month of September of each year the contract is in force, the Contractor must perform the following work on the equipment indicated in **sections 2.1 and 2.2 of Annex A - Statement of Work**. The inspection date will be specified by the DND representative.

- a) Verify, clean and calibrate the controls and safety limits, flowmeters and gas analyzers for each boiler and the degasser.
- b) Verify, clean, adjust and lubricate the moving parts of the boilers' forced- and induced-air fans.
- c) Inspect and adjust all the safety controls and conduct all the required tests in accordance with the codes and standards in effect, as specified in section 1.7 of the Statement of Work.

### 1.5.2 Annual maintenance for Farnham Training Centre

During the month of September of each year the contract is in force, the Contractor must perform the following work on the equipment indicated in **sections 2.1 and 2.2 of Annex A - Statement of Work**. The inspection date will be specified by the DND representative.

- a. Clean the burner and lighting components and make sure that they are free of dust, soot, dirt, corrosion or any other form of deposit that might hamper the boilers' heating performance.
- b. Inspect the inside and outside of the heat exchanger for signs of damage, fouling or corrosion.
- c. Ensure that the outer surfaces of the copper tubing are free from soot deposits.
- d. Thoroughly clean the heat exchanger with high-pressure water. Use a soft-bristle brush, if necessary.
- e. Carefully inspect the air intake and ventilation system for signs of blockage, corrosion or leakage.
- f. Inspect the air filter and wash it in warm, soapy water.
- g. Verify the integrity of the operating controls.
- h. Verify the low-water shutoff and drain it in accordance with the manufacturer's instructions.
- i. Clean and inspect the low-water sensor.
- j. Inspect the release valve, which must not leak or discharge water under normal system pressure.
- k. Verify the boiler's upper aquastat limit.
- l. Visually verify the pilot and main burner for proper operation.
- m. The Contractor must provide all the seals and gaskets and all other materials required to complete the inspection and maintenance work as required.
- n. Inspect and regulate all the safety controls and perform all the required testing in compliance with the applicable codes and standards, as specified in section 1.7 of the Statement of Work.

### 1.5.3 Combustion tests for the Saint-Jean Garrison and Farnham Training Centre

During the month of September of each year the contract is in force, the Contractor must perform combustion tests (including nitrogen oxide [NOx]) on all the boilers and controls indicated in **sections 2.1 and 2.2 of Annex A - Statement of Work**. The inspection date will be specified by the DND representative.

## **1.6 Work upon request**

### **1.6.1 Additional work upon request**

Provide, upon request from the DND representative, all the labour, products, equipment and machinery necessary to complete additional work in the following areas:

- Gas appliances
- Instrumentation and control
- Plumbing
- Electricity
- Refractory masonry
- High-pressure welding

### **1.6.2 Response times for performance of additional work**

The Contractor may be requested to report to the work sites to perform additional work on an ad hoc basis, based on DND requirements.

Such work may be requested on an urgent or non-urgent basis.

An urgent situation can be defined as a situation that could have significant financial impact for the Crown and/or that could pose a hazard to user safety and facility functionality, specifically to critical components of these facilities. For example, an emergency could be a situation where there is significant risk of the facilities freezing in winter. Urgency will be determined by the technical representative.

Response times for work on request are detailed in section 1.9 below.

## **1.7 Applicable documents**

The following documents are applicable to the project:

- FTF-IOM-1R, RBI Futera Fusion Series Finned Copper Gas Boilers (Model CB) & Water Heaters (Model CW) Installation & Operation Manual
- CAN/CSA B51, Boiler, pressure vessel, and pressure piping code (including all annexes)

In the event that concurrent regulations exist, the most stringent set of regulations shall apply.

## **1.8 Periods of work**

Regular working hours are from Monday to Friday, from 7:30 a.m. to 4 p.m.

All non-urgent work may be performed by the Contractor over a maximum period of eight (8) consecutive hours.

For all types of work, a maximum of three (3) of the Contractor's resources may be on site at once to perform the work, depending on its nature.

A. For work outlined in section 1.5 of this document (not upon request),

The work must be performed in accordance with the following conditions:

- a. During regular working hours;
- b. The Contractor must obtain instructions from the DND representative (agreed-upon date and time, site access procedures) before reporting to the work site.

B. For work outlined in section 1.6.1 of this document (upon request, non-urgent),

The work must be performed in the following conditions:

- a. During regular working hours;
- b. Within 72 hours of the time of the written request from the DND representative;
- c. The Contractor must obtain instructions from the DND representative (agreed-upon date and time, site access procedures) before reporting to the work site.

C. For work outlined in section 1.6.2 of this document (upon request, urgent),

The work must be performed in the following conditions:

- a. 24/7, every day of the year;
- b. Within four hours of receiving a call from the DND representative;
- c. The Contractor must be given the name of a dedicated resource person assigned to provide the instructions required for the work to be performed.

## **1.9 Telephone service**

The Contractor must maintain a telephone service allowing DND to reach, immediately and at all times (24h a day, every day of the year), a qualified Contractor-designated representative who can provide service in French.

## **1.10 Deliverables**

1.11.1 After the annual maintenance and combustion tests have been performed, the Contractor must provide the DND representative with a written (not handwritten) report in pdf format in French that includes, but is not limited to, the following items:

- Dates of work
- Name of technician responsible for the work
- If applicable, description of the required repairs and an estimate of the anticipated cost (parts and labour), plus or minus 15%, in accordance with the rates in Annex B – Basis of Payment.
- Any comments that could be helpful in ensuring optimal, safe operation of the equipment.

## **PART 2 – EQUIPMENT LIST**

### **2.1 Boilers, valves and degasser for the Saint-Jean Garrison**

<b>Location</b>	<b>Model</b>	<b>Power</b>	<b>Valve 1</b>	<b>Valve 2</b>
<b>B-151</b>	Foster Weller 1	10,800 KW	2.5 in. X 4 in.	2.5 in. X 4 in.
	Foster Weller 2	10,800 KW	2.5 in. X 4 in.	2.5 in. X 4 in.
	Foster Weller 3	10,800 KW	2.5 in. X 4 in.	2.5 in. X 4 in.
	Cleaver Brook 4	10,800 KW	2 in.	2.5 in.
<b>Degasser</b>	Cleaver Brook			
<b>B-129</b>	Volcano	840 KW	2.5 in.	n/a
<b>B-131</b>	Volcano	290 KW	1.25 in.	n/a
<b>B-150</b>	Volcano 1	1020 KW	2.5 in.	n/a
	Volcano 2	1020 KW	2.5 in.	n/a
<b>HD-04</b>	Volcano	1570 KW	3 in.	n/a

### **2.2 Fans in B-151 at the Saint-Jean Garrison**

<b>Boiler</b>	<b>Induced Air</b>	<b>Forced Air</b>
1	Canadian Blower	American Standard
2	Canadian Blower	American Standard
3	Canadian Blower	American Standard
4	n/a	Brook Crampton

### **2.3 Boilers for the Farnham Training Centre**

<b>Boiler</b>	<b>Location</b>	<b>Model</b>	<b>Power</b>
1	E-201	Futera Fusion 1750	487 KW
2	E-201	Futera Fusion 1750	487 KW

## ANNEX "B"

### BASIS OF PAYMENT

#### 1.1 ANNUAL MAINTENANCE (unit prices)

Submit a unit price for each preventive inspection/maintenance of the boilers and controls, as described in Annex A, Section 1, General Requirements.

The rates submitted shall include the provision of all labour, materials, tools, machinery, fuel, transportation and supervision required for the completion of the work as requested.

#### Unit prices for September inspection/maintenance

- (1) 1 December 2016 to 30 November 2017
- (2) 1 December 2017 to 30 November 2018 (optional)
- (3) 1 December 2018 to 30 November 2019 (optional)
- (4) 1 December 2019 to 30 November 2020 (optional)

#### A. Saint-Jean Garrison

Boilers	Unit Price
#1 – Foster Weller – 850 HP	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
#2 – Foster Weller – 850 HP	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
#3 – Foster Weller – 850 HP	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)

<b>#4 – Cleaver Brook – 850 HP</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
<b>Volcano 840 KW</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
<b>Volcano 290 KW</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
<b>#1 - Volcano 1020 KW</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
<b>#2 - Volcano 1020 KW</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
<b>Volcano 1570 KW</b>	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)

**B. Farnham Training Centre**

#1 - Futera Fusion 1750	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)
#2 - Futera Fusion 1750	(1) \$ _____ / (inspection/maintenance) (2) \$ _____ / (inspection/maintenance) (3) \$ _____ / (inspection/maintenance) (4) \$ _____ / (inspection/maintenance)

**1.2 COMBUSTION TESTS (unit prices)**

Submit a unit price for each combustion test (including nitrogen oxide), as described in Annex A, Section 1, General Requirements.

The rates submitted shall include the provision of all labour, materials, tools, machinery, fuel, transportation and supervision required for the completion of the work as requested.

**Unit prices – Saint-Jean Garrison**

Boilers	Natural Gas	Oil #1
#1 – Foster Weller – 850 HP	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)
#2 – Foster Weller – 850 HP	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)
#3 – Foster Weller – 850 HP	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)

Solicitation No. - N° de l'invitation  
W3380-16S260/A  
Client Ref. No. - N° de réf. du client  
W3380-16-S260

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mtc-5-38379

Buyer ID - Id de l'acheteur  
mtc405  
CCC No./N° CCC - FMS No./N° VME

<b>#4 – Cleaver Brook – 850 HP</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required
<b>Volcano 840 KW</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required
<b>Volcano 290 KW</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required
<b>#1 - Volcano 1020 KW</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required
<b>#2 - Volcano 1020 KW</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required
<b>Volcano 1570 KW</b>	(1) \$ _____ / (Test) (2) \$ _____ / (Test) (3) \$ _____ / (Test) (4) \$ _____ / (Test)	Not required



Solicitation No. - N° de l'invitation  
W3380-16S260/A  
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W3380-16-S260

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mtc-5-38379

Buyer ID - Id de l'acheteur  
mtc405  
CCC No./N° CCC - FMS No./N° VME

**Unit prices - Farnham Training Centre**

#1 - Futera Fusion 1750	(1) \$ _____ / (Tests) (2) \$ _____ / (Tests) (3) \$ _____ / (Tests) (4) \$ _____ / (Tests)	Not required
# 2 - Futera Fusion 1750	(1) \$ _____ / (Tests) (2) \$ _____ / (Tests) (3) \$ _____ / (Tests) (4) \$ _____ / (Tests)	Not required

### 1.3 WORK ON REQUEST (service calls)

DND will not guarantee a minimum number of consecutive hours of work. Workers will be paid only for hours worked. The rates submitted below must include all work-related costs, with the exception of transportation. These costs may include, but are not limited to, the equipment and tools required for the requested work.

Please submit hourly rates for each trade in the table below.

Hourly Rate	Estimated No. of Hours/Year	Regular Hours	Non-regular Hours	
		7:30 to 16:00 Monday to Friday (A)	All hours outside the time period covered in A, including Saturdays (B)	All hours worked on Sundays and statutory holidays (C)
Gas Appliance Technician	35 hours	(1) \$ _____	(1) \$ _____	(1) \$ _____
		(2) \$ _____	(2) \$ _____	(2) \$ _____
		(3) \$ _____	(3) \$ _____	(3) \$ _____
		(4) \$ _____	(4) \$ _____	(4) \$ _____
Instrument and Control Technician	45 hours	(1) \$ _____	(1) \$ _____	(1) \$ _____
		(2) \$ _____	(2) \$ _____	(2) \$ _____
		(3) \$ _____	(3) \$ _____	(3) \$ _____
		(4) \$ _____	(4) \$ _____	(4) \$ _____
Journeyman Plumber	20 hours	(1) \$ _____		
		(2) \$ _____		
		(3) \$ _____		
		(4) \$ _____		
Electrician	10 hours	(1) \$ _____		
		(2) \$ _____		
		(3) \$ _____		
		(4) \$ _____		

#### 1.4 TRANSPORTATION COSTS

Indicate the transportation time required for each service call or for each day of work performed as part of a service call, in order to cover costs for the movement of vehicles and workers to and from the work site.

For each worker, the number specified shall be multiplied by the hourly rate submitted in the hourly rates table in item 1.1 of Annex B, Pricing.

**\*\*\*Transportation costs will be paid only for service calls made on request (at the hourly rate) and not for inspections scheduled in the service contract.**

**If no transportation fee or time is requested, write "0".**

Saint-Jean Garrison	_____	Hour(s)
Farnham Training Centre	_____	Hour(s)

#### 1.5 SPARE PARTS AND PRODUCTS

Submit a markup percentage (%) to be applied to the purchase price paid by a contractor to its supplier for the provision of spare parts and products (except for products used for preventive maintenance) required for repairs. The rate submitted must cover the contractor's administration costs and profit. This rate is not applicable to the hourly rates outlined in the previous sections related to labour costs.

The Contractor must take all necessary steps to purchase spare parts and products at the best possible price.

The Contractor must submit with its invoice a copy of the bill showing the price paid by the Contractor to the supplier.

In certain cases, DND reserves the right to supply materials.

The percentage will be valid for the duration of the contract, including the optional years.

_____ % (Profit and administration)
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