



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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**

<b>Title - Sujet</b> Rental of Portable Heaters	
<b>Solicitation No. - N° de l'invitation</b> W168A-17KM25/A	<b>Date</b> 2017-02-09
<b>Client Reference No. - N° de référence du client</b> W168A-17KM25	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-010-10157	
<b>File No. - N° de dossier</b> WPG-6-39293 (010)	<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 2017-03-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<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> Maki, Christie	<b>Buyer Id - Id de l'acheteur</b> wpg010
<b>Telephone No. - N° de téléphone</b> (204) 891-6126 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SUPPLY SECTION BLDG 593 DENWOOD Alberta T0B1B0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Delivery Required - Livraison exigée</b> See Herein	<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>

Rental of Portable Heaters

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), 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.

### **2.2 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 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 Manitoba.

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**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy)

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, 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.

**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**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) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of firm pricing for all items in Annex "B", Basis of Payment.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection- Mandatory Technical Criteria**

*SACC Manual* Clause [A0031T](#) (2010-08-16) Basis of Selection- Mandatory Technical Criteria

## **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\\_p](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)rogram.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.

## 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.

#### 6.2.1 Optional Goods and or/Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 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>) 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 date of Contract to approximately June 15, 2017.

#### 6.4.5 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christie Maki  
Title: A/ Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 100-167 Lombard Ave, Winnipeg MB R3B 0T6  
Telephone: 204-891-6126  
Facsimile: 204-983-7796  
E-mail address: christie.maki@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: TO BE DETERMINED

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

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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

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

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 Annex B for a cost of \$ TBD. 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.

#### 6.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-15-12), Monthly Payment

#### 6.7.4 SACC Manual Clauses

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

#### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

## 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.
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.

## 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 Manitoba.

### 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) Annex C, Commercial General Liability Insurance
- (f) Annex D, Electronic Payments Instrument
- (g) the Contractor's bid dated \_\_\_\_\_

### 6.12 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

### 6.13 SACC Manual Clauses

[B1501C](#) (2006-06-16) Electrical Equipment  
[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[B7500C](#) (2006-06-16) Excess Goods

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#### **6.14 Insurance- Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## ANNEX A

### STATEMENT OF WORK

The Department of National Defence (DND), 3 CDSG Tech Svcs Branch requires a contract for the provision of all labour, materials, tools, equipment, transportation, and supervision necessary for the rental and related servicing and maintenance of portable heaters. This equipment will be required to support Exercises Rugged Bear and Maple Resolve over the time frame of 13 March 2017 until 9 June 2017. All portable heaters must be delivered to the Department of National Defence, Denwood, Alberta as per the schedule provided within this Statement of Work. The geographic area of coverage for delivery is defined as facilities located within Canadian Forces Base Wainwright plus a 50 Km radius of the Base.

#### Equipment:

The Contractor must provide the following items prior to 0900hrs MST as listed in the schedule below.

Item	Quantity to be delivered	Dates
Diesel Heaters	15	12 March 2017- 9 June 2017
Diesel Heaters (in addition to above)	335	23 March 2017-9 June 2017

All equipment must meet or exceed the Mandatory minimum Performance Specifications:

#### Minimum Performance Specifications

##### **Portable Heater(s), must meet or exceed the following specifications;**

1. Must operate off standard Canadian electrical outlet (i.e. 110-120 Volt, single phase)
2. Must have minimum run time of 10 hours on full tank of fuel.
3. Must be capable of operating with diesel and/or kerosene fuel.
4. Exhaust fumes (ie: Carbon monoxide) must be vented through a separate pipe or smoke stack; exhaust cannot go through heated air.
5. Must have the ability to have a remote thermostat control connected.
6. Heater must be capable of being operated safely outdoors in adverse conditions (i.e. rain, light snow, up to minus 40 Celsius)
7. Must be able to operate at 320,000 BTU
8. Must be wheel mounted for transportation without the need for motor vehicle assistance.
9. Must be a clean burning heater capable of usage in sleeping and accommodation quarters.
10. Must have a sealed combustion chamber and heat exchanger.
11. Must be equipped with one (1), 25 foot Factory Certified CSA approved Standard Remote Thermostat control for outdoor use
12. Must be equipped with four (4), 12 inches wide x 12 feet long, Partial Lined Heater Ducts.
13. Must be equipped with one (1) 50' extension cord, minimum 10 gauge wiring.

14. Must be equipped with one (1) 36 INCH Chimney with china cap that draws exhaust away from the intake. (China cap prevents rain and snow from entering the chimney).

Note: Flue (Chimney) discharge temperatures can be in excess of 650 degrees so must be kept away from flammables and not run through tarps or tents.

15. Each Heater must be bar coded or labelled to allow for differentiation.

If, upon delivery, the heaters do not meet the minimum performance specifications as above, they will be returned at the Contractor's expense and Canada will make no rental payments.

### **Supporting Documentation**

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close for the mandatory specifications #1,3,5,7,9,11 and 14 listed above.

It is the Bidders' responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two business days following notification. Failure to comply with the request within that time period will deem the bid non-responsive and the bid will be given no further consideration.

### **Responsibilities- Department of National Defense**

The Department of National Defense will:

1. Be responsible for equipment that DND has lost or damaged during the rental period (except damage caused by malfunction of the rental unit) as a direct result of negligence or misuse by DND personnel;
2. Be responsible for daily checks of temperature, engine oil levels and report any oil or fuel leakage to the Contractor within twenty four hours.
3. Upon completion of rental period, DND shall be responsible for dismantling and gathering of rental heaters and components. DND shall then ensure all rental heaters and components are placed at the Supplier delivery and/or pick up location(s), or other mutually agreed upon location.

### **Responsibility of the Contractor**

The Contractor is responsible for:

1. The delivery and pick up of the units, including offloading, assembly, on-loading, and any initial installation required at sites.
2. All maintenance and repairs of the units during the rental period
3. A rental unit which is deemed to be unserviceable for a period of four (4) hours or more, must be replaced by the Contractor within twenty-four (24) hours of notification with a unit equivalent or better.
4. The provision of an on-site Service Representative to be "on-call" twenty-four (24) hours per day, seven (7) days per week during the rental period
5. The provision of a direct contact line to the Service Representative.
6. Upon delivery, provide the Project Authority (PA) with a signed copy of the packing list as proof of delivery.
7. Upon the completion of the rental period, the Contractor will be responsible for removing all equipment within one (1) week of the final day of rental;
8. The Contractor is responsible for, and must remain compliant of all Provincial Department of Highways and Transportation standards, laws and policies to ensure the safe transportation of all goods to and from Contractor's point of origin.

### **Repairs and/or replacement of non-working units**

#### **Response Time:**

The Contractor will acknowledge, either by email or telephone, DND's notification of non-working unit within 12 hours and work will be performed within a time frame mutually agreed to by both parties.

#### **Emergency Response time:**

In case of emergency, the Contractor's technician will be on-site within four (4) hours of DND notification and work will commence immediately thereafter or within a time mutually agreed to by both parties.

Emergency is defined as repair and / or replacement of heaters for hospital tent, mess hall/dining tent and sudden change (severe drop) in temperature.

In the event that a replacement and/or repairs are required, the replacement units must be delivered and offloaded to the same site as the original order, unless otherwise agreed upon between the Contractor and DND.

### **General instructions**

- 1 While within the confines of the base, the Contractor and his employees must comply with all standing orders as laid down by DND's Base Authorities.
- 2 Contractor and his employee movement around the site must comply with all restrictions imposed by DND Site Authorities.
- 3 Fuel charges will not be charged or paid under this contract.
- 4 Heaters are to be delivered to the specified location(s) empty of fuel. Any fuel left in the heaters upon delivery will be at no charge to Canada.

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### **Optional Services**

Repairs to the rented heaters under this contract may be required. This Optional Service covers only repairs for equipment damaged by DND during the rental period as a direct result of negligence or misuse by DND personnel. DND will not pay for repairs deemed damaged or caused by malfunction of the rental unit.

For all optional services, a quote must be provided outlining the expected number of hours to repair the equipment, and the expected cost of parts required.

This option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the contract by sending a written notice to the Contractor.

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## ANNEX B

### BASIS OF PAYMENT

Firm unit prices must be in Canadian dollars, applicable taxes excluded, FOB destination, including all fees, as applicable (including travel time, personnel expenses, Contractor's service representative labour rates, flatbed truck, maintenance parts, environmental levy, deposits, delivery, installation, removal, offloading and fuel charges.) Applicable taxes, environmental levy fees, and deposits will be shown as separate line items on any resulting invoices.

GST is not to be included in the unit prices but will be added as a separate item to any invoices.

The quantities provided are for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the Crown.

Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidder's offer will be changed to reflect the quantities stated in the Basis of Payment.

FOB Department of National Defence - Denwood, Alberta. The geographic area of coverage for delivery is defined as facilities located within Canadian Forces Base Wainwright plus a 50 Km radius of the Base.

Item #	Requirement	Number of days required (a)	Price per heater/per day (b)	Extended Price (a) X (b)
1	Diesel Heaters (Note: 15 heaters for 90 days and additional 335 heaters for 79 days) as per Annex A	27,815	\$	\$
Subtotal (i)				\$

**Optional Services:**

The Contractor grants to Canada the irrevocable option to acquire the following services as outlined below with the same conditions stated in the contract.

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the contract by sending a written notice to the Contractor.

The quantities specified below are provided for evaluation purposes only.

Item No.	Description	Estimated Usage (a)	Rate per hour (b)	Extended Total (a) x (b)
1	Hourly rate For repairs to equipment that DND has damaged during the rental period, as outlined in Annex A, (except damage caused by malfunction of the rental unit) as a direct result of negligence or misuse by DND personnel	5 hours	\$	\$
2	Materials and Replacement Parts to repair damaged Heaters as per Annex A (except free issue) will be charged at the Contractor's laid-down cost, plus a markup of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoice. (Estimated Quantity \$1,000)  Extended Total= (Mark up% X 1000) +1000			\$
Subtotal (ii)				

Laid down cost is defined as the cost incurred by a vendor to acquire a specified product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes sales taxes.

Mark up is defined as the difference between the vendor's laid-down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

**Total Bid Price for Evaluation = Subtotal (i) + Subtotal (ii) \$ \_\_\_\_\_**

## ANNEX C

### COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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## **ANNEX D to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

( ) Direct Deposit (Domestic and International);