

## **PART 1 - INFORMATION AND INSTRUCTIONS**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work in the resulting contract clauses.

### **1.3 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) (<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 \(2017-04-27\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **1.4 Submission of Bids**

**1.4.1** Bids must be submitted to the Contracting Authority identified in the bid solicitation and in Part 2 - Resulting Contract Clauses, article 2.5, by 11:00 hrs 22 Jan 2018.

### **1.5 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### **1.5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **1.5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## **1.5.2 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 specified will render the bid non-responsive.

### **1.5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

### **1.5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

## **1.6 Enquiries - Bid Solicitation**

All enquiries must be submitted to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

## **1.7 Evaluation Procedures**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

### **1.7.1 Comprehensive Land Claim Agreements**

The Nunavut Land Claims Agreement applies to this procurement as the goods delivered/services performed in location of the requirement is in Cambridge Bay, NU.

The Comprehensive Land Claims Agreement that applies to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a. the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- b. the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

### **1.7.2 Technical Evaluation**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

#### **1.7.2.1 Mandatory Technical Criteria**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work, as defined in Annex A, Statement of Work.

#### **1.7.2.2 Financial Evaluation**

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

### **1.7.3. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. Multiple contracts may be awarded.

The responsive bid(s) with the lowest firm unit price for each item(s)/location(s) will be recommended for award of a contract. Bidders are asked to provide the quantity of units available and the price per unit in Annex C Bidders Price and Availability Confirmation.

## **1.8 Applicable Laws**

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

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

## **1.9 Debriefings**

Solicitation No. - N° de l'invitation

W8484-189117

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

W8484-189117

Amd. No. - N° de la modif.

File No. - N° du dossier  
W8484-189117

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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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 - RESULTING CONTRACT CLAUSES**

**2.1** There is no security requirement applicable to the Contract.

### **2.2 Statement of Work**

The Work to be performed is detailed under Annex A.

### **2.3 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.

#### **2.3.1 General Conditions**

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

### **2.4 Term of Contract**

#### **2.4.1 Period of the Contract**

The period of the Contract is from date of the Contract to 13 April 2018, inclusive.

#### **2.4.2 Delivery Date**

All the deliverables must be received on or before 13 February 2018.

### **2.5 Authorities**

To be inserted at contract award.

#### **2.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada  
Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## 2.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

The Technical 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.

## 2.5.3 Contractor's Representative

## 2.6. Payment

### 2.6.1 Basis of Payment

The Contractor will be paid in accordance with Annex B – Basis of Payment, to a maximum of \$ \_\_\_\_\_ Canadian (amount to be inserted at contract award).

### 2.6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ Canadian. Customs duties are included and Applicable Taxes are extra.

### 2.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment.

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and

- c. the Work delivered has been accepted by Canada.

## 2.7 Invoicing Instructions

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

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 2.8 Certifications and Additional Information

### 2.8.1 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.

## 2.9 Applicable Laws

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

## 2.10 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) 2029 (16-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Bidder Price and Availability Confirmation
- (f) the Contractor's bid dated \_\_\_\_\_ *(to be inserted at Contract award)*.

## 2.11 Defence Contract

**SACC Manual clause A9006C (2012-07-16), Defence Contract.**

## **ANNEX "A"**

### **STATEMENT OF WORK** **HEATER RENTAL FOR OP NUNALIVUT 2018**

#### **1. Scope**

##### **1.1. Purpose**

The Canadian Armed Forces (CAF) has a requirement to contract for heaters to heat tented workspaces in Cambridge Bay, NU from 13 February to 13 April 2018.

##### **1.2. Background**

Operation NUNALIVUT 2018 (Op NU 18) is a sovereignty exercise in the High Arctic meant to demonstrate the ability to operate in the harsh winter environment in remote areas, and enhance capabilities to respond to any situation in Canada's North. It also allows the CAF to provide meaningful support to scientific research in the Arctic, and to demonstrate interoperability in the High Arctic with military allies and other Canadian government institutions.

Due to the nature of the portion of Op NU 18 conducted in Cambridge Bay, NU, Joint Task Force (North) (JTFN) will require the ability to heat a 21,000 cubic meter (741,608 cubic feet) area.

#### **2 Applicable Documents**

Inspection and documentation for transport by CAF aircraft (if required) will be conducted by CAF personnel, in accordance with A-LM-117-001/FP-001 Transportation of Dangerous Goods by Canadian Forces Aircraft, once heaters are received at their Airport of Embarkation (APOE). A copy can be made available upon request.

#### **3 Requirements**

##### **3.1 Tasks**

The Contractor must provide four heaters from 13 February – 13 April 2018 (60 days) that can be used in Cambridge Bay, NU, during Op NU 18. Heaters are to be deliverable to one of the following locations:

- Trenton, Ontario;
- Winnipeg, Manitoba;
- Yellowknife, North West Territories; or
- Cambridge Bay, Nunavut.

Heaters delivered to locations other than Cambridge Bay must be flight capable:

- Heater tanks must have 25%, or less, fuel remaining.

Note 1: Upon delivery, Contractor must inform the Technical Authority of the quantity of fuel remaining in the tanks.

Note 2: At Pick-up from the CAF in April, the tanks will have 25%, or less, fuel remaining.



### 3.2 Technical Requirements

#### 3.2.1 Required specifications of the heaters will include the following:

- All heaters must be capable of generating a minimum of 700,000 BTUs;
- Heaters must be capable of sustained use in an arctic environment (24/7 use for up to two months in temperatures ranging between -55 Celsius and -4 Celsius / -67 and +25 Fahrenheit);
- Heaters must be diesel powered, and have an internal generator to power the fans;
- Heaters must be on a wheeled trailer that must not exceed 100 inches (254cm) in width;
- Heaters must be capable of heating a building (21,000 cubic meter (741,608 cubic feet) area) using forced air through a duct;
- Each heater must not have more than 2 ducts: 1 output and 1 intake duct;
- The required ducts must be provided and included in the rental of the heaters and be capable of sustained use in the arctic as defined above;
- Ducts must be a minimum of 20m in length;
- Heaters and trailer must not exceed the following size in order to load on an aircraft:
  - 100 inch Width x 102 inch height (254cm Width x 259cm height)
- All heaters must come with two (2) times the amount of spare filters required as per manufacturer's specifications for a 60 day period. .

3.2.2 Delivery. CAF will provide the address for delivery, within the community identified at least two days prior to the delivery date; and

3.2.3 Pick-up Locations. Pick-up will be in the same community as determined when the contract is awarded. Exact location of pick-up in this community will be identified prior to the end of the contract.

### 3.3 Contractor responsibilities

3.3.1 The Contractor is responsible to provide four (4) diesel heaters, including ducting, cabling and connectors required in the operation of the heaters;

3.3.2 The Contractor will provide all labour and parts for any trouble calls, maintenance and/or repairs to the heaters;

3.3.3 The Contractor will provide on the ground technical assistance within a 72 hour period (subject to weather) if the issue can't be resolved by a local CAF member;

3.3.4 The Contractor is responsible to provide a Point of Contact (POC) to liaise with the Technical Authority (TA). This individual must be available 24 hours a day, 7 days a week, by cell phone, and capable of responding to any issues pertaining to the equipment;

3.3.5 Upon delivery of the heaters, the Contractor will provide heater specifications, duct/connection details and an operators manual;

3.3.6 The Contractor must ensure all equipment and repairs to equipment complies with all safety standards, codes, local laws and regulations; and

3.3.7 The Contractor will provide all required transportation of the heaters and their components to and from the location designated by Canada at contract award.

#### **3.4 CAF responsibilities**

3.4.1 The Technical Authority will liaise with the Contractor appointed POC for any repair/replacement required to be done on location.

3.4.2 The CAF will be responsible to conduct a visual inspection as per Appendix A and do a test run of the heaters to ensure their functionality after receipt from the Contractor;

3.4.3 Should the equipment be required to be transported on CAF aircraft, CAF personnel will be responsible to conduct an inspection in accordance with Checklist 7A-5B Mechanical Apparatus, Diesel Powered – AMSE of Chapter 7 of A-LM-117-001/FP-001 Transportation of Dangerous Goods by Canadian Forces Aircraft, and prepare the required paperwork;

3.4.4 The CAF is responsible to confirm delivery and pick up time, date, and address, with the Contractor at least two days prior to the delivery date;

3.4.5 The CAF is responsible to provide Contractor with site access to deliver / pick up the heaters; and

3.4.6 The CAF is responsible to provide diesel fuel for the use of the heaters.

#### **4 Deliverables**

4.1 The Contractor must provide Four (4) Heaters as described in this Statement of Work (SOW) to heat a 21,000 cubic meter (741,608 cubic feet) area from 13 February to 13 April 2018 in support of Operation NUNALIVUT 2018.

**APPENDIX A**  
**Heater Inspection Sheet**

<b>Mark all damages as follows:</b>
S – Scratched
P – Peeled paint
D – Dented
C – Chipped
M – Missing part
R – Rusted spot
O – Other: _____

- Images provided as example. Contractor to provide substitutes for their model.



**RIGHT SIDE**



**LEFT SIDE**

Name: \_\_\_\_\_

Notes: \_\_\_\_\_

**ANNEX B**  
**BASIS OF PAYMENT**

Basis of payment will be firm rate per period for the duration of the Contract plus delivery and pick-up. Applicable taxes are extra: All prices in Canadian Dollars

**Firm Rate:**

	Rate (C)	Period (A)
Daily per unit	\$ _____	Period: 60 days
Weekly per unit	\$ _____	Period: 9 weeks (8 weeks + 4 days)
Monthly per unit	\$ _____	Period: 2 months

**\* Table subject to change at Contract award and will reflect Contractor's availability**

Unit delivery	Unit pick-up	Period (A)	Quantity required	Units Bidder can offer (B)	Rate (C)	Units estimated value (D) (A x B x C)
13 Feb	13 Apr		4		\$	\$

Delivery: \$ \_\_\_\_\_ (E)

Pick-up: \$ \_\_\_\_\_ (F)

Total Value: \$ \_\_\_\_\_ (D+E+F)

GST/HST: \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

**ANNEX C**  
**Bidder Price and Availability Confirmation**

**This annex is for evaluation purposes only and will not form part of the contract.**

Bidders are asked to provide number of units deliverable, and firm unit price for delivery and pick-up to one or multiple locations

**Firm Rate:**

	Rate (C)	Period (A)
Daily per unit	\$ _____	Period: 60 days
Weekly per unit	\$ _____	Period: 9 weeks (8 weeks + 4 days)
Monthly per unit	\$ _____	Period: 2 months

Item 1 – Trenton

Unit delivery	Unit pick-up	Period (A)	Quantity required	Units Bidder can offer (B)	Rate (C)	Units estimated value (D) (A x B x C)
13 Feb	13 Apr		4		\$	\$
Delivery					\$	(E)
Pick-up					\$	(F)
Total cost for Item 1 (Taxes excluded)					\$	(D+E+F)

Item 2 – Winnipeg

Unit delivery	Unit pick-up	Period (A)	Quantity required	Units Bidder can offer (B)	Rate (C)	Units estimated value (D) (A x B x C)
13 Feb	13 Apr		4		\$	\$
Delivery					\$	(E)
Pick-up					\$	(F)
Total cost for Item 2 (Taxes excluded)					\$	(D+E+F)

**ANNEX C**  
**Bidder Price and Availability Confirmation (Cont'd)**

Item 3 – Yellowknife

Unit delivery	Unit pick-up	Period (A)	Quantity required	Units Bidder can offer (B)	Rate (C)	Units estimated value (D) (A x B x C)
13 Feb	13 Apr		4		\$	\$
Delivery					\$	(E)
Pick-up					\$	(F)
Total cost for Item 3 (Taxes excluded)					\$	(D+E+F)

Item 4 – Cambridge Bay

Unit delivery	Unit pick-up	Period (A)	Quantity required	Units Bidder can offer (B)	Rate (C)	Units estimated value (D) (A x B x C)
13 Feb	13 Apr		4		\$	\$
Delivery					\$	(E)
Pick-up					\$	(F)
Total cost for Item 4 (Taxes excluded)					\$	(D+E+F)