



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**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><br>Electric Circulation Heater  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>23375-200282/A   | <b>Date</b><br>2019-10-16   |
| <b>Client Reference No. - N° de référence du client</b><br>23375-200282  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HL-675-77874   |   |
| <b>File No. - N° de dossier</b><br>hl675.23375-200282  | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2019-11-28</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><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><br>Arboleda, Ian   | <b>Buyer Id - Id de l'acheteur</b><br>hl675                               |
| <b>Telephone No. - N° de téléphone</b><br>(343) 543-4040 ( )   | <b>FAX No. - N° de FAX</b><br>(613) 943-7620                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Department of Natural Resources<br>CanmetENERGY<br>1 Haanel Drive<br>Ottawa, Ontario<br>K1A 1M1 |   |

**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**  
Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>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 applicable to the resulting Contract.

### **1.2 Requirement**

The requirement is detailed under Article 6.2 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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) (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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

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File No. - N° du dossier  
HL675.23375-200282

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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.

### **2.4 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy and 1 soft copy on CD or DVD)
- Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)
- Section III: Certifications (1 hard copy and 1 soft copy on CD or DVD)
- Section IV: Additional Information (1 hard copy and 1 soft copy on CD or DVD)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

**3.1.1 Best Delivery Date – Bid**

While delivery is requested by March 20, 2020, the best delivery that could be offered is \_\_\_\_\_.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule (Basis of Payment) at Annex "B". The Bidder must submit pricing in Canadian dollars, DDP Incoterms 2000 excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties and excise tax.

### 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 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.

### 3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## Section III: Certifications

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

## Section IV: Additional Information

### 3.1.4 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 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

Responses to all mandatory technical criteria must be submitted with the bid no later than the closing date and time of the Request for Proposal.

| Criteria | Mandatory Criteria Description | For PSPC Use Only |
|----------|--------------------------------|-------------------|
|----------|--------------------------------|-------------------|

| No.   |   | Compliance<br>(Met/Not Met) | Bidder's<br>Substantiation |
|-------|---|-----------------------------|----------------------------|
| MTC 1 | <p>The Bidder must demonstrate its competence and capacity to supply and deliver the requirements described in Annex "A". As a minimum, the Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>- a work plan on how it intends to meet all the requirements including the deliverables and schedule; and</li> <li>- technical drawings to illustrate the details of the product, including: <ul style="list-style-type: none"> <li>o General arrangement of heater bundle and pressure vessel</li> <li>o Electrical specifications and layout</li> </ul> </li> </ul> |                             |                            |
| MTC 2 | <p>The Bidder must have a minimum of one (1) year of demonstrated experience in the design, supply and delivery of Electric Circulation Heater and related components, or similar product(s).</p>   |                             |                            |

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price – Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### 4.2 Basis of Selection – Mandatory Technical Criteria

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

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## **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 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.

### **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 section titled Information to be provided when bidding, contracting or entering into a real property 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.

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

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 Product Conformance**

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HL675  
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The Bidder certifies that proposed product(s) conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the requirement(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

### 5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

OR

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| <b>Green Practices within the Bidders' organization</b>  | <b>Insert a checkmark for each criterion that is met</b> |
|--|--|
| Promotes a paperless environment through directives, procedures and/or programs  |  |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client   |  |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification  |  |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. |  |
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.   |  |
| A minimum of 50% of office equipment has an energy efficient certification.  |  |

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

## **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**

There is no security requirement applicable to the Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" 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 \(SACC\)](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**

[2030](#) (2018-06-21), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

At [2030 \(2018-06-21\)](#), General Conditions – Goods (Higher Complexity), Section 12 Inspection and acceptance of the Work, delete in its entirety.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (TBD at contract award).

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ian Arboleda  
Supply Team Leader  
Fuel and Construction Products Division – HL  
Acquisitions Branch  
Public Services and Procurement Canada  
140 O'Connor Street, L'Esplanade Laurier Building, East Tower  
Ottawa, ON  
K1A 0R5

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HL675  
CCC No./N° CCC - FMS No./N° VME

Telephone: 343-543-4040  
Facsimile: 613-943-7620  
E-mail address: ian.arboleda@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 (To be added at contract award)

The Project Authority for the Contract is:

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 (To be determined at contract award)

Name and telephone number of the person responsible for:

|                 | General Enquiries | Delivery Follow-up |
|-----------------|-------------------|--------------------|
| Name:           | _____             | _____              |
| Telephone No.:  | _____             | _____              |
| Facsimile No.:  | _____             | _____              |
| E-mail address: | _____             | _____              |

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid all-inclusive firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_. 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.

### 6.6.2 Limitation of Price

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.

### **6.6.3 Method of Payment – Single Payment**

- 6.6.3.1 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;
  - c. the Work delivered has been accepted by Canada.

### **6.6.4 Taxes – Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

### **6.6.5 Electronic Payment of Invoices – Contract (To be determined at Contract Award)**

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI); and/or
- c. Wire Transfer (International Only).

### **6.7 Invoicing Instructions**

- 6.7.1 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 the release document and any other documents as specified in the Contract;
- b. copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c. a copy of the monthly progress report.

- 6.7.2 Invoices must be distributed as follows:

- a. One (1) copy must be forwarded, via email, to the following address for certification and payment:  
[XX@canada.ca](mailto:XX@canada.ca)
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the Project Authority.

## **6.8 Certifications and Additional Information**

### **6.8.1 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.

### **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (To be determined at contract award).

### **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General conditions: Goods (higher complexity) 2030 (2018-06-21);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements; and
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as clarified on \_\_\_\_\_ (*insert date*), or as amended on \_\_\_\_\_ (*insert date*).

### **6.11 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

### **6.12 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

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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **6.13 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **6.14 SACC Manual Clauses**

The following terms and conditions are incorporated herein:

| SACC Reference | Title                    | Date       |
|----------------|--------------------------|------------|
| D2025C         | Wood Packaging Materials | 2017-08-17 |
| D9002C         | Incomplete Assemblies    | 2007-11-30 |

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## ANNEX "A" - REQUIREMENT

### ELECTRIC CIRCULATION HEATER

#### 1. Background

CanmetENERGY in Ottawa engages in research and development in the areas of energy efficiency, clean fossil fuels, and renewable and alternative energy sources. Our goal is to ensure that Canada is at the leading edge of clean energy technology development and greenhouse gas reduction.

With over 230 scientists, engineers, technologists, managers, and support staff, we develop and operate science and technology programs and services, aimed at a low carbon future, and provide scientific and technical expertise in areas such as, but not limited to, Communities and Infrastructure, Housing, Buildings, Bio Energy and Renewables.

Our scientific expertise, honed across a wide range of Canadian and international industry segments, along with our pilot-scale facilities, help to accelerate the advancement of clean energy technologies throughout the innovation cycle, from the initial research stage through to commercialization.

We foster a broad range of successful research partnerships with manufacturers, academia, planners, builders, and all levels of government, by working collaboratively to identify, test, and innovate products and processes beneficial to the lives of Canadians.

#### 2. Requirement

2.1 Natural Resources Canada CanmetENERGY has a requirement for a design, supply and delivery of an Electric Circulation Heater suitable for heating natural gas. The product must include the following components:

- Flanged heater bundle;
- Pressure vessel;
- Instrumentation (thermocouples); and
- Insulation.

2.2 The Contractor must supply newly manufactured products as specified in the resulting contract clauses.

#### 3. Terminology (insert, if applicable)

Product - refers to the Electric Circulation Heater and all its components.  
TA - refers to the Technical Authority, as named in the resulting contract clauses.  
CA - refers to the Contracting Authority, as named in the resulting contract clauses.  
Technical Drawings - refers to drawings, 3D line-drawings, diagrams, illustrations which are to be provided by the Contractor to illustrate details of the product.

#### 4. Product Specifications

The product must conform to the technical specifications described below and must meet all the requirements in the Electronic Circulation Heater Specification Sheet, attached hereto as Attachment 1 to Annex A.

#### 5.1 Heater Configuration

5.1.1 The heater must be designed to heat the following process fluids: natural gas, nitrogen

and air.

- 5.1.2 The heater must be able to achieve the required heating for each case defined in the Attachment 1 to Annex A. The cases are defined as follows:
- Case 1: Nominal operating point
  - Case 2: Minimum operating point
  - Case 3: Maximum operating point, start-up
- 5.1.3 The diameter of the heater, number of heating elements and the watt density is to be specified by the contractor based on the operational cases identified in Attachment 1 to Annex A.
- 5.1.4 The heater must have a power output of no less than 19 kW.
- 5.1.5 The heater must be insulated to ensure an external cladding temperature of no more than 60°C.
- 5.1.6 Mineral wool or equivalent insulation must be used. Maximum use temperature of the insulation must be 600°C or higher.
- 5.1.7 Insulation must have aluminum cladding or equivalent.
- 5.1.8 Baffles must be installed in the flow path of the process gas and designed per the contractor's standard practice to meet the requirements identified in Attachment 1 to Annex A.
- 5.1.9 The heater is to be designed for horizontal mounting.

## **5.2 Mechanical Requirements**

- 5.2.1 The heater must be supplied with a pressure vessel equipped with a main body flange for the heater bundle.
- 5.2.2 The heater flange must be equipped with a lifting lug.
- 5.2.3 The main body flange must have a spiral wound gasket rated for the operating pressure and temperature, per items 5.2.7 and 5.2.8.
- 5.2.4 The pressure vessel must be equipped with the following nozzles:
- One (1) process fluid inlet nozzle, flanged per ASME B16.5, sized by contractor per flowrate in Case 3, Attachment 1 to Annex A, oriented vertically, entering the top of the pressure vessel; and
  - One (1) process fluid outlet nozzle, flanged per ASME B16.5, sized by contractor per flowrate in Case 3, Attachment 1 to Annex A, oriented vertically, exiting the top of the pressure vessel.
- 5.2.5 The pressure vessel must have mounting saddles on the bottom, suitable for affixing the heater to a concrete floor.
- 5.2.6 The pressure vessel must have a minimum of two (2) lifting lugs, which are long enough to facilitate lifting with the insulation installed.
- 5.2.7 The design temperature of the pressure vessel must be 538°C.
- 5.2.8 The design pressure of the pressure vessel must be 2000 kPa(g).
- 5.2.9 Pressure vessel must be designed per ASME Section VIII, Division 1, 2019.

- 5.2.10 Pressure vessel must conform to the Technical Standards and Safety Act (TSSA), 2000 and applicable regulations, codes, and standards.
- 5.2.11 Pressure vessel must have a Canadian Registration Number (CRN) in the province of Ontario.
- 5.2.12 The materials of construction must meet the requirements laid out in Part 2.2.
- 5.3.13 The heater package (heater bundle installed in the pressure vessel, including insulation) must not exceed 2.44 m in length.

### **5.3 Electrical Requirements**

- 5.3.1 Power voltage must be 575 VAC, 3 phase, 60 Hz.
- 5.3.2 All supplied equipment and instruments supplied must carry a Class 1, Division 2, Group B,C,D hazardous area rating.
- 5.3.3 The heater must be equipped with two (2) type "K" thermocouples, affixed to the heating element sheath for over temperature protection.
- 5.3.4 A process thermocouple, type "K", must be equipped on the outlet nozzle of the pressure vessel.
- 5.3.5 All thermocouples must be pre-wired to a junction box.
- 5.3.6 Control panel and over-temperature control panel to be provided by others.
- 5.3.7 All supplied electrical equipment must be CSA approved.

### **5.4 Technical Drawings**

- 5.4.1 Technical drawings refer, but not limited, to the following: General arrangement, Fabrication and Electrical.
- 5.4.2 The Contractor must submit technical drawings for TA approval, as per section 8. Schedule below, prior to manufacturing, unless otherwise stated. This must be submitted with the estimated manufacturing time.
- 5.4.3 Allow three (3) working days for Technical Authority's review and comments on any draft and three (3) working days for Technical Authority's (TA) review and approval of final draft, unless otherwise instructed by the Technical Authority.
- 5.4.4 The Contractor must make changes in technical drawings as the TA may require, consistent with the requirements. When resubmitting, notify the TA in writing of revisions other than those requested.

### **5.5 Manuals**

Upon delivery of the product, the Contractor must submit, at no additional cost, all applicable manuals for all the equipment and instrumentation, including but not limited to the following:

- Operation;
- Maintenance;

- Instructions for recommended repair; and
- Maintenance Procedures (if not included in the maintenance manual).

## 5.6 Other Deliverables

The Contractor must provide the following additional requirements, upon delivery of the product:

- Pressure vessel code calculations per American Society of Mechanical Engineers (ASME);
- Form U-A1 Manufacturers Data Report for Pressure Vessels;
- Warranty Plan; and
- Canadian Registration Number (CRN) from the Technical Standards and Safety Authority (TSSA).

## 6. Delivery

- 6.1 The Electric Circulation Heater and all its components are to be delivered at a CanmetENERGY facility in the National Capital Area. The delivery address will be provided by the Technical Authority at a later date.
- 6.2 At no time is space on the exterior of the building to be used for removals, or staging deliveries, unless approved in writing by the TA in advance of the delivery.

## 7. Deliverables and Schedule

The Contractor must deliver the Electric Circulation Heater and all its related components no later than March 13, 2020. Below table provides a schedule of the required deliverables.

| Description of Deliverable   | Date  | Individual Responsible |
|--|---|------------------------|
| Submission of draft Technical Drawings   | Within 1 week of contract award (Date TBD)  | Contractor             |
| Review of draft Technical Drawings   | Within 3 days (Date TBD)                    | Technical Authority    |
| Request for Approval for Technical Drawings (in final draft)   | Within 2 weeks of contract award (Date TBD) | Contractor             |
| Approval of Drawings   | Within 3 days (Date TBD)                    | Technical Authority    |
| Manufacturing Lead Time  | Date TBD                                    | Contractor             |
| Delivery of Electric Circulation Heater, related components, all applicable documentation and final technical drawings including incorporated changes. | No later than March 13, 2020                | Contractor             |
| Inspection and Acceptance  | By March 20, 2020                           | Technical Authority    |

## 8. Meetings

- 8.1 The Contractor may be required to meet with the TA and/or Contracting Authority and other stakeholders. The purpose of these meetings will be, but not limited to, the following:
- Discuss any issues or concerns that have been raised and establish timelines for resolution, including matters related to the request and approval of technical drawings;
  - Provide the TA with notice of any changes in specifications, design, or options; and
  - Discuss resulting call-up terms and conditions, including but not limited to delivery and scheduling.

## 9. Contractor Personnel

9.1 The Contractor will assign an Account Representative, who will be responsible for, but not limited to, the following: providing client service, training (if any), managing delivery requirements, requests for repairs and replacement, address issues relating, but not limited, to warranty and deficiencies.

## **10. Business Environment**

### **10.1 Hours of Service**

10.1.1 Delivery are to be conducted during Normal Business Hours.

10.1.1.1 During Normal Business Hours is defined as from 08:00 to 17:00 hours,  
i) Monday through Friday except Federal Government Statutory holidays.

10.1.1.2 During Outside Normal Business Hours is defined as:

- i) between 17:00 through 08:00 hours, Monday through Friday except Federal Government Statutory holidays;
- ii) all hours on Federal Government Statutory holidays;
- iii) all hours on Saturdays and/or Sundays.

## **11. Constraints**

11.1 Loading dock may or may not be available in a building. The maximum size of delivery trucks will be provided at contract award. There will be no opportunity for maneuvering the contents of the delivery vehicle while at loading docks.

## **12. Language of Work and Deliverables**

12.1 The Contractor's Account Representative must be able to communicate in English.

12.2 All deliverables, i.e. manuals, procedures, drawings, product demo and training documentation, must be available in English, unless otherwise stated.

## **13. Format of Deliverables**

13.1 As outlined in the Schedule, section 8, deliverables (i.e. Technical Drawings) must be presented for a review and Technical Authority acceptance for each of the following stages of their development unless otherwise directed by the Technical Authority:

- i. Draft
- ii. Final Draft
- iii. Final

13.2 In addition to the above, other deliverables may include the following:

- 1. Remedial Action Plan for deficiencies, if any; and
- 2. Repair Report, if applicable.

13.3 All deliverables are to be provided in electronic format. Electronic format consists of Microsoft Office Suite products-Word, Excel, PowerPoint and Visio, and Adobe Acrobat.

## **14. Warranty**

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- 14.1 All components offered must be warranted as stated under the General Conditions – Higher Complexity - Goods 2030 (2018-06-21), article 22 Warranty, or as per the manufacturer's standard warranty, whichever is longer, from the final date of acceptance of the product.
- 14.2 The Contractor must provide a plan for dealing with warranty issues. The plan must clearly identify what constitutes replacement or repair, timelines for service and any costs involved.
- 15. Contractor Qualifications**
- 15.1 The Contractor must have a minimum of one (1) year of demonstrated experience in the design, supply and delivery of Electric Circulation Heater and related components, or similar product(s).

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### Attachment 1 to Annex A

### Electronic Circulation Heater Specification Sheet

| General Information                     |   |                       |                                      |                                    |
|---|---|-----------------------|--------------------------------------|------------------------------------|
| Application Description:                | Natural gas heating   |                       | Equipment Tag:                       | H-202-001                          |
| Project:                                | PCLC Pilot Plant  |                       | Date:                                |                                    |
| Location:                               | B4, Bells Corners Complex, Ottawa, Ontario  |                       |                                      |                                    |
| Operating Conditions                    |   |                       |                                      |                                    |
|   | Case 1  |                       | Case 2                               |                                    |
| Fluid (Components & wt. %):             | Natural gas   |                       | Natural gas                          |                                    |
| Total Flow:                             | 40.3  |                       | 13.4                                 |                                    |
|   | <b>IN</b>   | <b>OUT</b>            | <b>IN</b>                            | <b>OUT</b>                         |
| Vapor:                                  | 40.3  | 40.3                  | 13.4                                 | 13.4                               |
| Liquid:                                 |   |                       |                                      |                                    |
| Steam:                                  |   |                       |                                      |                                    |
| Non-Condensables:                       |   |                       |                                      |                                    |
| Density:                                | 5.35  | 2.07                  | 5.35                                 | 2.07                               |
| Viscosity:                              |   |                       |                                      |                                    |
| Molecular Weight:                       | 16.62   |                       | 16.62                                |                                    |
| Specific Heat:                          | 2.22  | 3.60                  | 2.22                                 | 3.60                               |
| Thermal Conductivity:                   | 0.0331  | 0.1075                | 0.0331                               | 0.1075                             |
| Process Temperature:                    | 20  | 450                   | 20                                   | 450                                |
| Ambient Temperature:                    | 20  |                       | 20                                   |                                    |
| Operating Pressure:                     | 670   |                       | 670                                  |                                    |
| Pressure Drop (allowable   calculated): | 25  | Note 1                | 25                                   | Note 1                             |
| Heat Exchanged:                         | 13.8  |                       | 4.6                                  |                                    |
| Fouling Resistance:                     | 0.0002  |                       | 0.0002                               |                                    |
| Design Details                          |   |                       |                                      |                                    |
| Type of Heater:                         | Circulation heater  |                       |                                      |                                    |
| Details:                                | Flanged body with pressure vessel, equipped with flanged inlet & outlet nozzles <sup>2</sup> , baffled gas path, and mounting saddles |                       |                                      |                                    |
| Code Requirements:                      | ASME Section VIII, CRN for Ontario  |                       |                                      |                                    |
| Insulation:                             | Minimum 50 mm of high temperature insulation (mineral wool or equivalent)   |                       |                                      |                                    |
| Lifting Lugs:                           | Yes   | Mounting Orientation: | Horizontal                           |                                    |
| Design Pressure:                        | 2000  | Test Pressure:        | kPa(g)                               | Note 1                             |
| Design Temperature:                     | 550   | Corrosion Allowance:  | mm                                   | Note 1                             |
| Heat Input                              | kW  | Minimum 19 (Note 3)   | Watt Density:                        | W/m <sup>2</sup> Note 1            |
| Electrical & Control Requirements       |   |                       |                                      |                                    |
| Voltage/Phase/Frequency:                | 575 VAC, 3 Phase, 60 Hz   |                       | Hazardous Area Rating:               | Class 1, Div. 2, Group B,C,D       |
| Sheath Thermocouple(s):                 | Type "K", Quantity: 2   |                       | Process Temperature Thermocouple(s): | Type "K", mounted on outlet nozzle |
| Control Panel:                          | No  |                       | Electrical Code:                     | CSA approved                       |
| Control Panel Location:                 | N/A   |                       | Temperature Control:                 | N/A                                |
| Special Requirements:                   | N/A   |                       |                                      |                                    |
| Materials                               |   |                       |                                      |                                    |
| Shell:                                  | 304/304L or 316/316L  |                       | Element Sheath:                      | Note 1                             |

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|              |  |               |                      |
|--------------|--|---------------|----------------------|
| Nozzles :    | 304/304L or 316/316L   | Baffles:      | 304/304L or 316/316L |
| Saddles:     | Note 1   | Lifting Lugs: | Note 1               |
| <b>Notes</b> |  |               |                      |
| 1)           | To be specified by vendor, based on the service as defined in Cases 1-3. |               |                      |
| 2)           | Nozzle configuration specified in Part 2. 1.                             |               |                      |
| 3)           | 10% excess duty for 100% flow of case 3.                                 |               |                      |

| <b>General Information</b>              |  |                |            |
|---|--|----------------|------------|
| Application Description:                | Natural gas heating                        | Equipment Tag: | H-202-001  |
| Project:                                | PCLC Pilot Plant                           | Date:          |            |
| Location:                               | B4, Bells Corners Complex, Ottawa, Ontario |                |            |
| <b>Operating Conditions</b>             |  |                |            |
|   | <b>Case 3</b>                              |                |            |
| Fluid (Components & wt. %):             | Air (5°C dew point)                        |                |            |
| Total Flow:                             | kg/h                                       | 136.0          |            |
|   |  | <b>IN</b>      | <b>OUT</b> |
| Vapor:                                  | kg/h                                       | 136.0          | 136.0      |
| Liquid:                                 | kg/h                                       |                |            |
| Steam:                                  | kg/h                                       |                |            |
| Non-Condensables:                       | kg/h                                       |                |            |
| Density:                                | kg/m <sup>3</sup>                          | 11.55          | 4.54       |
| Viscosity:                              | Pa-s                                       |                |            |
| Molecular Weight:                       | g/mol                                      | 28.85          |            |
| Specific Heat:                          | J/kg-K                                     | 1.03           | 1.10       |
| Thermal Conductivity:                   | W/m-K                                      | 0.0260         | 0.0523     |
| Process Temperature:                    | °C   | 20             | 450        |
| Ambient Temperature:                    | °C   | 20             |            |
| Operating Pressure:                     | kPa(g)                                     | 870            |            |
| Pressure Drop (allowable   calculated): | kPa  | 25             | Note 1     |
| Heat Exchanged:                         | kW   | 17.2           |            |
| Fouling Resistance:                     | m <sup>2</sup> K/W                         | 0.00025        |            |

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### ANNEX "B" - PRICING SCHEDULE (BASIS OF PAYMENT)

The Bidder must complete below table and submit pricing in Canadian dollars, DDP Incoterms 2000 excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties and excise tax.

| Requirement  | All-inclusive Firm Price<br>(A)      | Quantity<br>(B) | Sub-Total<br>(A x B = C)       |
|--|--------------------------------------|-----------------|--------------------------------|
| Supply and Delivery of Electric Circulation Heater as specified in Annex "A" Requirement | \$ (To be completed by Bidder)       | 1               | \$ (To be completed by Bidder) |
|  | Canada Customs Duties, if applicable |                 | \$ (To be completed by Bidder) |
|  | Excise Taxes, if applicable          |                 | \$ (To be completed by Bidder) |
|  | Bidder's Evaluated Price             |                 | \$ (To be completed by Bidder) |

#### Travel and Living Expenses

There is no provision within the resulting contract for travel and living expenses.

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## ANNEX "C" - INSURANCE REQUIREMENTS

### 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice*

Solicitation No. - N° de l'invitation  
23375-200282  
Client Ref. No. - N° de réf. du client  
23375-200282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.23375-200282

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

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*234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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**ATTACHMENT 1 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);
- Electronic Data Interchange (EDI); and/or
- Wire Transfer (International Only).