

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

**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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet TEST EQUIPMENT, CALIBRATION SERVICE	
Solicitation No. - N° de l'invitation K3D33-111210/A	Date 2012-04-05
Client Reference No. - N° de référence du client K3D33-111210	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-016-5901
File No. - N° de dossier TOR-1-34320 (016)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-22	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée Specified herein - Précisé dans les	
Address Enquiries to: - Adresser toutes questions à: Yari, Helen	Buyer Id - Id de l'acheteur tor016
Telephone No. - N° de téléphone (905)615-2081 ()	FAX No. - N° de FAX (905)615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 DUFFERIN STREET DOWNSVIEW Ontario M3H5T4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

(i) This requirement is for the testing and calibration service of barometers, (also known as the Meteorological Service of Canada (MSC) Transfer Standard Barometers), for Environment Canada (EC) - Meteorological Service of Canada (MSC) in support of their atmospheric monitoring program. The service is to be provided on an as and when requested basis, in accordance with Annex A, Statement of Work, attached herein. The barometer model and quantities currently in operation are as follows, but will not be limited to these barometers as other barometer models may be purchased in the future:

- 1) Approximately 100 units - Paroscientific 760-16B & 765-16B;
- 2) Approximately 23 units - Ruska 6220; and
- 3) Approximately 10 units - Technel 740-2, and 745-2.

(ii) The proposed period of the Standing Offer is from date of standing offer to 31 March 2015, with the right to request an extension for an additional 3 years (to 31 March 2018).

(iii) It is anticipated that one standing offer will result from this request.

(iv) 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).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> Manual issued by *Public Works and Government Services Canada*.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: (60) days

Insert: (90) days

2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment and Annex F, Price Evaluation, Example. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex E.

1.2 Financial Evaluation

Financial evaluation criteria are included in Annex E and Annex F.

2. Basis of Selection

Basis of Selection is included in Annex E.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some offerors bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Offerors may be declared ineligible contractors either as a result of a finding of noncompliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any offer from ineligible contractors will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Offeror must fax (819-953-8768) a

copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.

3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c44;
- (c) () is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site:
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with Annex A, Statement of Work.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

2.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

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The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a **quarterly** to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than **15** calendar days after the end of the reporting period.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of standing offer to 31 March 2015 inclusive.

3.2 Extension of Standing Offer

Should the Standing Offer be authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional period, from 1 April 2015 to 31 March 2018 under the same conditions and at the rates or prices specified in the Standing Offer or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Helen Yari

Public Works and Government Services Canada

Acquisitions Branch

33 City Centre Dr., Ste.480C

Mississauga, ON L5B 2N5

Telephone: 905-615-2081

Facsimile:

905-615-2060

E-mail address: Helen.Yari@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is:

(Will be provided in the Standing Offer document.)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Name: _____

Telephone: ____ - ____ - _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

(Will be provided in the Standing Offer document.)

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$30,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (will be provided in the Standing Offer document), Goods and Services Tax or Harmonized Sales Tax excluded, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;

-
- d) the general conditions 2010C (2012-03-02) General Conditions - Services (Medium Complexity)
 - e) Annex A - Statement of Work
 - f) Annex B - Basis of Payment
 - g) Annex C - Insurance Requirements
 - h) the Offeror's offer dated _____.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2010C (2012-03-02), General Conditions - Service (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

3.2 Delivery Date

Delivery must be made within _____ calendar days from receipt of a call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s), as per Annex B, Basis of Payment for a cost of the amount stipulated in the call-up document. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of the Call-up Against the Standing Offer or Electronic document;
- (b) a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Address provided on call-up document.

6. Insurance Requirement

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

7. SACC Manual Clauses

B1501C (2006-06-16) Electrical Equipment

ANNEX A**STATEMENT OF WORK****CALIBRATION OF METEOROLOGICAL SERVICE OF CANADA (MSC) TRANSFER STANDARD BAROMETERS****1.0 Objective**

1.1 Test and calibrate (through adjustments as needed) the MSC Barometers over the atmospheric pressure range of 800 hPa to 1100 hPa with an uncertainty of measurement of +/-8 Pa (2 Standard Deviations STD) or better.

1.2 Where necessary, the contractor should make recommendations for the repair of failed units.

1.3 Environment Canada (EC) – Meteorological Service of Canada (MSC) requires periodic calibrations of the Barometers used as Transfer Standards (herein known as MSC Transfer Standard Barometers) in its atmospheric monitoring program. These are comprised of the following barometer types currently in operation:

- a. Paroscientific 760-16B & 765-16B;
- b. Ruska 6220;
- c. Technel 740-2, and 745-2; and
- d. Other barometer models as required that may be purchased in the future.

2.0 Statement of Work

2.1 Test and perform calibration on the EC-MSC barometers model:

- a. Paroscientific 760-16B & 765-16B; up to 100 units;
- b. Technel 740-2, 745-2: up to 23 units;
- c. Ruska 6220: up to 10 units.
- d. Other barometer models as required that may be purchased in the future.

2.2 In the event of a barometer failure, the contractor will need to identify that a repair is required and recommend a course of action for the repair by supplying a failure report. Any repairs performed at the calibration laboratory will be limited to the exterior of the barometer. When required this may include replacing a faulty connector or other parts located externally on the barometer. These repairs will be coordinated through a designated EC representative. Repair quotes must include a breakdown of labour and parts cost and be provided upon request of the EC representative within a maximum of 10 business days.

2.3 Communications port functionality is to be tested on each barometer by reading the barometers calibration coefficients through the communications port. If the communications port is not functional then the unit is to be considered a failed unit and the calibration is not to be performed on it.

2.4 All barometers as part of their routine calibration cycle must have their batteries replaced with new ones.

2.5 The calibration must be based on a minimum of one cycle comprising of multiple measurements taken at the following test points: 800 hPa, 850 hPa, 900 hPa, 950 hPa, 1000 hPa, 1050 hPa, and 1100

hPa, cycling the input absolute pressure from 800 hPa to 1100 hPa and then in reverse, from 1100 hPa to 800 hPa.

2.6 The calibration uncertainty must be +/- 8 Pa (2 STD) or better for each type of barometer calibrated, determined relative to a primary standard. Barometers are to be zero adjusted to the primary standard. If the uncertainty of measurement of the instrument to be calibrated, as found, is within the accepted limits, the laboratory shall check with the Technical Authority whether further action regarding the unit adjustment, is to be taken or not.

2.7 All calibrations must be conducted following accredited procedures.

2.8 The calibration must be conducted in a laboratory with a valid accreditation to ISO/IEC 17025, with a scope of accreditation that includes the measurement of absolute pressure over the range of 800 hPa to 1100 hPa.

"The Contractor or their calibration laboratory must maintain the accreditation to ISO/IEC 17025 for the duration of the standing offer. If the Contractor is in the process of obtaining accreditation then it must be obtained within 6 months of standing offer issuance and must maintain the accreditation for the duration of the contract."

2.9 The calibration of the barometers must be valid for minimum 3 years for the barometers type Paroscientific 760-16B and 765-16B as well as Ruska 6220, and minimum 4 years for the barometers type Technel 740-2 and Technel 745-2.

- i) The contractor must issue and provide a calibration certificate in both paper and electronic format valid for the calibration interval set for each barometer.
- ii) The calibration certificate must be issued according to International Organization for Standardization / International Electrotechnical Commission ISO/IEC 17025-2005 or more recent.
- iii) The paper copy of the calibration certificate must remain with the barometer; the electronic version must be sent to an email address designated by EC. A valid calibration sticker must be affixed to each instrument upon completion of the calibration noting the date of the calibration and the next calibration due date.
- iv) All calibration certificates are to use and display metric units.

2.10 The calibration procedure used must take into consideration the procedures recommended by the manufacturer of the instruments.

2.11 For each barometer calibrated, the contractor must guarantee a maximum of 20 business day turnaround from the date a barometer is available at EC – Toronto. Contractor will be responsible for transportation cost from EC – Toronto and back.

2.12 The Contractor must provide a warranty of the calibration, of minimum 30 days, from the date the Barometer is returned to EC - Toronto.

2.13 Contractor may conduct calibration using automated processes.

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ANNEX B
BASIS OF PAYMENT

The Contractor will be paid an all-inclusive firm lot pricing based on batch quantities (number of barometers to be calibrated at one time), FOB Destination (transportation cost included - pick-up from Environment Canada - Toronto and back), Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

A. Calibration Service:

FIRM LOT PRICING

1. INITIAL PERIOD:

- | | | |
|-----|---|----------------------------|
| 1.1 | From date of Standing Offer to 31 March 2013 | \$ _____ Per Batch of ____ |
| 1.2 | For the period from 1 April 2013 to 31 March 2014 | \$ _____ Per Batch of ____ |
| 1.3 | For the period from 1 April 2014 to 31 March 2015 | \$ _____ Per Batch of ____ |

2. EXTENSION PERIOD:

- | | | |
|-----|---|----------------------------|
| 2.1 | From 1 April 2015 to 31 March 2016 | \$ _____ Per Batch of ____ |
| 2.2 | For the period from 1 April 2016 to 31 March 2017 | \$ _____ Per Batch of ____ |
| 2.3 | For the period from 1 April 2017 to 31 March 2018 | \$ _____ Per Batch of ____ |

B. Repair Service:

The Contractor will provide upon request an estimate for repair, which must include breakdown of labour and part(s), in accordance with the pricing herein:

B.1 Labour Rates Regular working hours, 8 a.m. to 5:00 p.m., Monday to Friday inclusive, excluding statutory holidays

B.1.1 Initial Period - From date of Standing Offer to 31 March 2015 \$ _____ Per Hour

B.1.2. Extension Period - From 1 April 2015 to 31 March 2018 \$ _____ Per Hour

B.2 Replacement Parts

Replacements parts supplied by the Contractor, other than free issue will be priced at the Contractor's laid down cost plus a mark-up of ____%.

DEFINITIONS:

"Laid Down Cost" shall be defined as: "The cost incurred by a supplier to acquire a specific parts or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax". The "Mark-up" includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit.

ANNEX C

INSURANCE REQUIREMENT

1. 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.
 - (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) 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
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.

2. Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 25,000.00 per unit . Government Property must be insured on a Replacement Cost (New) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

Solicitation No. - N° de l'invitation

K3D33-111210/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34320

Buyer ID - Id de l'acheteur

tor016

CCC No./N° CCC - FMS No/ N° VME

K3D33-111210

- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation

K3D33-111210/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor016

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K3D33-111210

TOR-1-34320

ANNEX D**STANDING OFFER REPORTING**

The Offeror understands that it is their responsibility to implement a system for tracking call-ups against this standing offer in order to provide usage reports and ensure that the financial limitation is not exceeded. Failure to comply may result in the setting aside of the Standing offer.

Reports must be submitted to the Contracting Authority to: helen.yari@pwgsc.gc.ca:

Offerors' Name: _____		Offerors' Contact						
Info: _____								
GSIN: _____		Description: _____						
Original Value of SO: \$ _____		Amended Value of SO \$ _____						
Standing Offer		(Insert Standing Offer #)			Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)			Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Item Description	(Part Number - If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date or Order	Date of Delivery	Value of Order (not including GST or Delivery)

NIL REPORT: We have not done any business with the federal government for this period _____

The FINAL REPORT is to provide a list showing items requisitioned that represent approximately the total value of all call-ups.

ANNEX E**EVALUATION CRITERIA AND BASIS OF SELECTION****1. Technical Evaluation****1.1 Mandatory Technical Criteria**

At RFSO closing date and time, the Offeror must:

- comply with the following Mandatory Requirements; and
- provide the necessary documentation to support compliance.

Offerors are to indicate where the information can be found in their offer to demonstrate that they meet the following criteria.

		Indicate Page No..
i)	<p>The calibration laboratory where the calibration is to take place must have a valid accreditation certificate to ISO/IEC 17025 for calibrations of atmospheric absolute pressure in a range of 800 hPa to 1100 hPa. A copy of their valid accreditation certificate must be submitted with their offer;</p> <p>OR</p> <p>The Offeror must provide proof that their laboratory is in the midst of obtaining accreditation to ISO/IEC 17025 for calibrations of atmospheric absolute pressure devices in a range of 800 hPa to 1100 hPa, by submitting their existing documentation and as well, their plan demonstrating how they are going to obtain the accreditation within the 6 months from contract issuance. The submitted documentation and plan will be point rated.</p>	
ii)	Offeror must provide proof that they meet the uncertainty of +/- 8 Pa (2 STD) or better for each type of barometer calibrated, determined relative to a primary standard.	
iii)	Offeror must demonstrate that they will be able to meet the 20 days turnaround from the date the barometers are made available from and to EC -Toronto.	
iv)	Offeror must provide description of the calibration process intended to be used for the calibration of the above units; this must include, at a minimum, the equipment used – including specifications, configuration and the calibration procedure to be utilized.	
v)	Equipment used in the calibration must have traceability directly to a national measurement institute; National Research Council (NRC) or National Institute of Standards and Technology (NIST) standards.	
vi)	Laboratory must operate on premises a Dead Weight Tester.	

1.2 Point Rated Technical Criteria

1. Calibration laboratory currently holds a valid accreditation certificate to ISO/IEC 17025 for calibrations of instrumentation for mechanical, dimensional, or thermodynamic measurements and has had it for:

Maximum 15 points	1-2 years	5 pts
	3-5 years	10 pts
	5+ years	15 pts

2. Calibration laboratory currently holds a valid accreditation certificate to ISO/IEC 17025 for calibrations of atmospheric pressure in a range of 800 hPa to 1100 hPa.

OR

The plan to obtain the accreditation to ISO/IEC 17025 for calibration of atmospheric pressure in a range of 800 hPa to 1100 hPa within 6 months from contract issuance.

Maximum 30 points	30 pts.	Accreditation Certificate provided
	15-25 pts.	Feasibility of the plan to obtain accreditation as well as the laboratory's accreditation in other fields of metrology will be assessed based on the quality of plan and documentation provided.

3. The length of time the Offeror has been operating a calibrating laboratory.

Maximum 10 points	1-2 years	5 pts
	3-5 years	7 pts
	5+	10 pts

4. The length of time the Offeror has conducted calibration of pressure instruments.

Maximum 10 points	1-2 years	5 pts
	3-5 years	7 pts
	5+	10 pts

5. The experience of the Offeror conducting testing and calibration of sensors for measuring absolute pressure.

Maximum 10 points	1-2 years	5 pts
	3-5 years	7 pts
	5+	10 pts

6. Warranty period offered in excess of the minimum 30 days mentioned in the statement of work will be assessed.

Maximum 10 points	31 – 45 days	3 pts.
	46 – 60 days	5 pts.
	61 – 90 days	8 pts.
	91+	10 pts.

7. An acceptable and feasible demonstration of having an improved turnaround time than the minimum 20 days as mentioned in the statement of work will be assessed.

Maximum 5 points	15 – 19 day turnaround	3 pts
	10 – 14 day turnaround	5 pts

8. Calibration laboratory is ISO 9001:2008 registered.

Maximum 10 points	Yes	10 pts.
	No	0 pts.

Maximum Points Available 100

Minimum Points Required 60

1.3. Financial Evaluation

1.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1.3.2 The Offerors must submit their financial bid in accordance with Annex B, Basis of Payment. Pricing must be provided for all items.

- 1.3.3 The pricing on Annex B, Basis of Payment will used for price evaluation purposes on Annex F, Price Evaluation Example. Section B. Repair Services will not be included in the Price Evaluation herein.

- 1.3.4 The price used in the evaluation will be the Aggregate Price, which is calculated in 3 Steps as follows:

Step 1- The batch quantities will be divided into the Firm Lot Pricing to arrive at the Unit Pricing for calibration of each barometer;

Step 2 - Then the unit pricing will be multiplied by the estimated quantities of barometers for each year to calculate the Estimated Total Price for each year;

Step 3 - The Aggregate Price will be the sum of the Estimated Total Price for the initial period of approx. 3 years and the extension period of 3 years.

See Annex F, Price Evaluation Example for details on the calculation of the Sum of the Estimated Total Price..

2. Basis of Selection

2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

- (a) comply with all requirements of the bid solicitation;
- (b) meet all mandatory criteria; and

- (c) obtain the required minimum 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2. Bids not meeting (a), (b), or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine it's combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of the contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Offeror		
	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

ANNEX F**PRICE EVALUATION EXAMPLE**

The prices provided on Annex B, Basis of Payment will be used herein for price evaluation purposes.

Section B. Repair Services will not be included in the Price Evaluation herein.

The price used in the evaluation will be the "Aggregate Price", which will be calculated in 3 steps as follows:

Step 1 - Calculate Unit Prices:

The proposed firm lot pricing for each period will be divided by the proposed per batch quantity to determine the Unit Pricing for each of the periods.

Example: 1.1 From date of Standing Offer to 31 March 2013 \$200.00 Per Batch of 4

\$200.00 divided by 4 = \$50.00 unit price

1.0	INITIAL PERIODS OF STANDING OFFER	<u>Unit Price</u>
1.1	date of Standing Offer to 31 March 2013	\$ _____ Per Batch of _____ = \$ _____
1.2	1 April 2013 to 31 March 2014	\$ _____ Per Batch of _____ = \$ _____
1.3	1 April 2014 to 31 March 2015	\$ _____ Per Batch of _____ = \$ _____
2.0	EXTENSION PERIODS OF STANDING OFFER:	
2.1	1 April 2015 to 31 March 2016	\$ _____ Per Batch of _____ = \$ _____
2.2	1 April 2016 to 31 March 2017	\$ _____ Per Batch of _____ = \$ _____
2.3	1 April 2017 to 31 March 2018	\$ _____ Per Batch of _____ = \$ _____

Step 2 - Calculate Total Prices:

The Unit Prices calculate in Step 1 will be multiplied by the estimated quantities (Est. Qty.) of barometers to be calibrated for each period to calculate the Est. Total Price for each period.

1.0	INITIAL PERIOD OF STANDING OFFER	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Est. Total Price</u>
1.1	From date of Standing Offer to 31 March 2013	\$ _____ x 50		= \$ _____
1.2	For the period from 1 April 2013 to 31 March 2014	\$ _____ x 50		= \$ _____
1.3	For the period from 1 April 2014 to 31 March 2015	\$ _____ x 47		= \$ _____
2.0	EXTENSION PERIOD OF STANDING OFFER:			
2.1	From 1 April 2015 to 31 March 2016	\$ _____ x 45		= \$ _____
2.2	For the period from 1 April 2016 to 31 March 2017	\$ _____ x 45		= \$ _____
2.3	For the period from 1 April 2017 to 31 March 2018	\$ _____ x 50		= \$ _____

The estimated quantities above is an estimate only and not a guarantee of business.

Step 3 - Calculate Aggregate Price

The "Aggregate Price" will be the sum of the Est. Total Price for Initial periods and Extension periods and will be used for price evaluation purposes.

1.0	INITIAL PERIODS OF STANDING OFFER:	<u>Est. Total Price</u>
1.1	From date of Standing Offer to 31 March 2013	\$ _____
1.2	For the period from 1 April 2013 to 31 March 2014	\$ _____
1.3	For the period from 1 April 2014 to 31 March 2015	\$ _____
2.0	EXTENSION PERIODS OF STANDING OFFER:	
2.1	From 1 April 2015 to 31 March 2016	\$ _____
2.2	For the period from 1 April 2016 to 31 March 2017	\$ _____
2.3	For the period from 1 April 2017 to 31 March 2018	\$ _____
	AGGREGATE PRICE	\$ _____
	(Sum of Est. Total Prices 1.1 to 2.3)	