

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 0A1 / Noyau 0A1
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

| | | |
|---|--|--|
| Title - Sujet HVAC SYSTEM | | |
| Solicitation No. - N° de l'invitation 47064-138382/A | Date 2012-07-25 | |
| Client Reference No. - N° de référence du client 1000308382 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-602-60907 | | |
| File No. - N° de dossier hl602.47064-138382 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-04 | | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Sobti, Shaloo | | Buyer Id - Id de l'acheteur hl602 |
| Telephone No. - N° de téléphone (819) 956-9400 () | FAX No. - N° de FAX (819) 956-5227 | |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY 79 BENTLEY AVE OTTAWA Ontario K2E6T7 Canada | | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| 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 |

| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|--|--------------|---------------------------------|------------------------------|
| 1 | HVAC SYSTEM Heating, Ventilating and Air Conditioning (HVAC) Systems to be supplied in accordance to the attached Annex " A" Statement of Work. | 47064 | 47064 | 10 | Each | \$ | XXXXXXXXXXXX | See Herein | |
| 2 | HVAC SYSTEM Option Period: One year from the end of the contract period. To procure 20 Heating, Ventilating and Air Conditioning (HVAC) systems during the option period. Note:Price quoted need to remain firm during this option period. | 47064 | 47064 | 20 | Each | \$ | XXXXXXXXXXXX | See Herein | |

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under the "Line Item Detail".

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual /

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) 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:

Insert: sixty (60) days

1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|----------------|-----------------------|------------|
| B1000T | Condition of Material | 2007-11-30 |

1.2 Subject To Prior Sale

SUBMISSION OF FIRM DELIVERY IS MANDATORY, THEREFORE IF A PROPOSAL IS MARKED "SUBJECT TO PRIOR SALE" OR IF YOUR PROPOSAL DOES NOT CONFORM TO THE BID VALIDITY PERIOD EXPRESSED HEREIN, YOUR BID WILL BE CONSIDERED NON RESPONSIVE.

1.3 Units of Issue

SUPPLIERS ARE TO PAY PARTICULAR ATTENTION TO THE UNITS OF ISSUE SPECIFIED. IF QUOTING OTHER THAN SPECIFIED PLEASE INDICATE THE UNIT OF ISSUE YOU ARE QUOTING ON.

1.4 Stores Certifications

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

3. 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.

4. Delivery

While delivery is requested by **Dec 31, 2012**, the best delivery that could be offered is

_____.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

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

Prices must appear in the line item detail only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|----------------|---------------------------|------------|
| C3011T | Exchange Rate Fluctuation | 2010-01-11 |

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

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

1.1.1 Evaluation Criteria - Technical

The following MANDATORY factors will be taken into consideration in the evaluation of each bid:

- (a) Technical compliance;
- (b) Inspection requirement;
- (c) Descriptive literature ;
- (d) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (e) Completion of the solicitation.

1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|-----------------------|---------------------|-------------|
| A0220T | Evaluation of Price | 2007-05-25 |

1.2.1 Evaluation Criteria - Financial

The following MANDATORY factors will be taken into consideration in the evaluation of each bid:

- (a) Compliance with proposed pricing methods;
- (b) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000)

2. Basis of Selection

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|-----------------------|--------------------|-------------|
| A0069T | Basis of Selection | 2007-05-25 |

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html>).

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

Solicitation No. - N° de l'invitation

47064-138382/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl602

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

1000308382

File No. - N° du dossier

hl60247064-138382

CCC No./N° CCC - FMS No/ N° VME

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

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

The Contracting Authority may exercise the option after 12 months of Contract award by sending a written notice to the Contractor.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the complete delivery within _____ calendar days from the effective date of the Contract.

4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Shaloo Sobti

Public Works and Government Services Canada

Acquisitions Branch, Commercial Acquisition & Supply Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC K1A 0S5

Telephone: 819-956-9400 Facsimile: 819-956-5227

E-mail address: shaloo.sobti@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.

5.2 Project Authority

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.

5.3 Contractor's Representative

Name and telephone number of the person responsible for :

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

6. Payment

6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract for a cost of \$ _____. 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.

6.2 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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;
- (c) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex X, Basis of Payment;
- (f) the Contractor's bid dated _____

11. SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|-----------------------|-----------------------|-------------|
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance | 2008-05-12 |

12. Inspection and Acceptance

The Project 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. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, 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. .

13. Preparation for Delivery**13.1 Packing**

Items will be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized.

ANNEX "A"**STATEMENT OF WORK and REQUIREMENTS****for the purchase of****TOP/RACK MOUNTED INDOOR/OUTDOOR HEATING,
VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS****Title**

This requirement is for the purchase of ten (10) Top/Rack Mounted Indoor/Outdoor Heating, Ventilating and Air Conditioning (HVAC) systems.

Objective

As part of Canada Border Services Agency (CBSA)'s RADNET program, HVAC units are required to maintain a constant temperature within enclosed equipment cabinets located outdoors at Radiation Detection Portals at various marine Ports of Entry in Canada.

The objective is to replace existing HVAC units as they fail to perform adequately due to age, with newer units.

Background

The Agency's mission is to ensure the security and prosperity of Canada by managing the access of people and goods to and from Canada. To ensure the security of Canadians, CBSA have to be alert to the potential threat of radioactive and/or nuclear materials that can potentially compromise the national security and public safety of Canada.

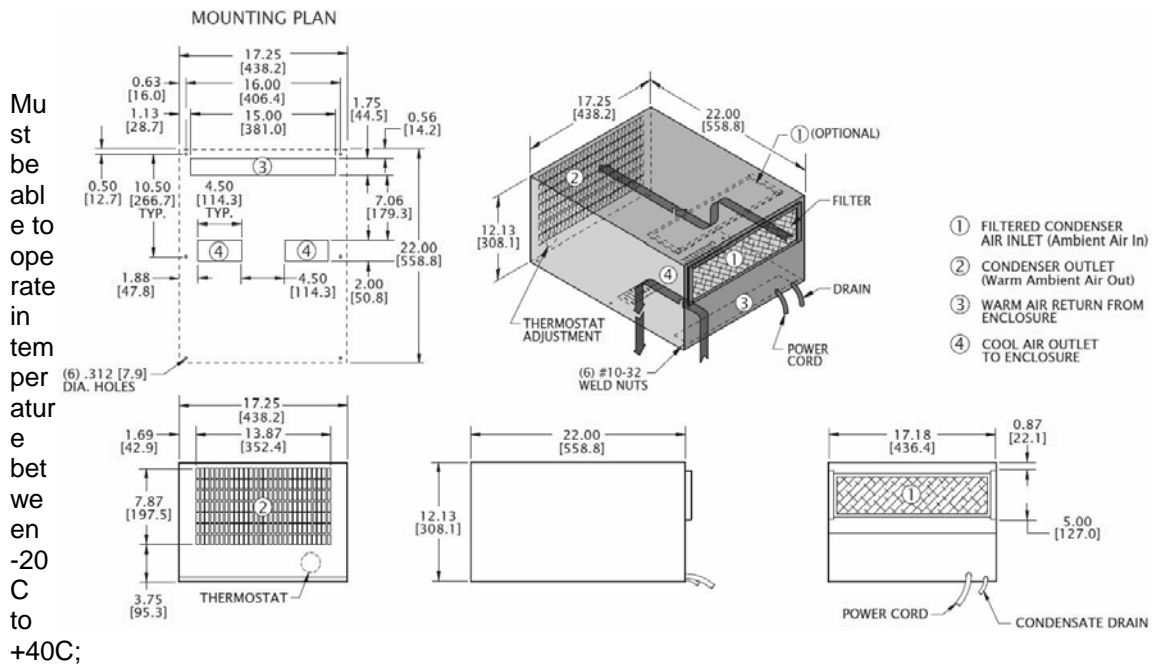
Radiation Detection Portals serve as an alerting tool. HVAC units play a key role in the functionality of these portals by preventing the overheating/freezing of equipment and electronics contained in controlling cabinets, and maintaining a constant temperature despite seasonal climate changes.

Scope

HVAC systems have a limited lifespan and are susceptible to failure even when maintained properly, due to constant use and exposure to the elements. Procurement of new units prior to the failure of existing units is necessary to reduce "down time" and ensure RADNET program continuity.

Mandatory Specifications

- Physical dimensions must be 17.25" wide x 12.13" high x 22.0" deep, 100 lbs (45.3 kg) maximum weight;
- Must be top/rack mountable;
- The Filtered Condenser Air Inlet (1), the Condenser Outlet (2), the Warm Air Return (3) and the Cool Air Outlet (4) must all be identically positioned in the locations illustrated below in order to function in existing enclosure;



Other Requirements

Warranty

- The system must have a warranty against defects in materials or workmanship of one year (minimum) from delivery.
- The contractor turn around time for the supply of parts from the time the order for parts is received, must not be more that 48 hrs.
- The contractor must guaranty in writing to the purchaser CBSA that there will be a supply of replacement parts for five (5) years minimum following the purchase of the systems.

Installation/Maintenance

- Each system must include an installation/maintenance manual when delivered.
- Full specifications, spare parts list with part numbers, installation and maintenance manual must be supplied with the contract order.

Option(s)

- The contractor must grant to Canada Border Services Agency the irrevocable option to purchase another twenty (20) systems. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- The Contracting Authority may exercise the option until 1 year from the signing of the contract by sending a written notice to the contractor.

Marking and Tracking of Units

- The contractor/vendor must be responsible for applying a permanent serial number onto the outside of the HVAC systems. This number will clearly identify the date of manufacture. The number will be unique as to identify one unit from another.

Quality Assurance Program

- The vendor must have a verifiable Quality Assurance Program. This program will demonstrate the contractor's commitment to process assessment, improvement and standardization. An example of this is ISO 9001 certification.