

**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**

<b>Title - Sujet</b> Shelter, Air Monitoring, Ambient	
<b>Solicitation No. - N° de l'invitation</b> K8A21-120275/A	<b>Date</b> 2013-06-03
<b>Client Reference No. - N° de référence du client</b> K8A21-120275	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-539-62837	
<b>File No. - N° de dossier</b> hp539.K8A21-120275	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-15</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cafferty, Kathy	<b>Buyer Id - Id de l'acheteur</b> hp539
<b>Telephone No. - N° de téléphone</b> (819) 956-5917 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

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

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

Canada is seeking proposals to procure:

- 2.1 Qty 2, **Shelter, Air Monitoring, Ambient** as described in Annex "A" - Pricing and in accordance with Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.
- 2.2 Irrevocable options identified in Annex "A" - Pricing.
  - 2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.
  - 2.2.3 The options may be exercised within **twelve (12) months** after contract award.

### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### 4. Interpretation

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

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## 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-11-19)** 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:** sixty (60) days

**Insert:** ninety (90) days

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

#### 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.

#### 5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

#### 6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description 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 **seven (7) days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## **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;

Section II: Financial Bid;

Section III: Certifications and Additional Information.

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 should:

- 1) use 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.

### **2. 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.

Bidders must complete and submit by the bid closing date and time the following:

Annex B - Specifications and Questionnaire for Ambient Air Monitoring Shelter dated April 24, 2013.

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## 2.1 Equivalent Products

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information.

2.1.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.1.3 Offerors/suppliers are encouraged to offer or suggest green solutions whenever Possible.

2.1.4 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 3. Section II: Financial Bid

Bidders must submit their prices in Annex "A" - Pricing in accordance with the Basis of Payment described in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

#### 3.1 Exchange Rate Fluctuation

- 3.1.1 Unless otherwise specified in the bid solicitation, **bids must be in Canadian currency**.
- 3.1.2 Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
- 3.1.3 The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
- 3.1.4 The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
- 3.1.5 All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
- 3.1.6 Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
- 3.1.7 If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

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3.1.8 Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3015C.

### 3.2 Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for all items in order to be evaluated.

## 4. Section III: Certifications and Additional Information

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

### 4.1 Additional Information

Canada requests that bidders submit the following information:

#### 4.1.1 Delivery

##### 4.1.1.1 Firm Quantity

While delivery of the shelters is requested by October 15, 2013, the best delivery that can be offered is as follows:

Item 001 – Qty 1, **Shelter, Air Monitoring, Ambient, CONFIGURATION A** will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 002 - Qty 1, **Shelter, Air Monitoring, Ambient with Modular Platforms, CONFIGURATION A** will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

##### 4.1.1.2 Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 003 - Up to Qty 5, **Shelter, Air Monitoring, Ambient, CONFIGURATION B** will be delivered within \_\_\_\_\_ calendar days after an option is exercised.

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Item 004 - Up to Qty 3, **Shelter, Air Monitoring, Ambient, CONFIGURATION C** will be delivered within \_\_\_\_\_ calendar days after an option is exercised.

#### **4.1.2 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the shelter and its component that exceeds the **minimum warranty period of twelve (12) months**.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 Proposals not meeting all of the requirements identified as “mandatory” will be considered non responsive and no further consideration will be given to the bid.

### **2. Technical Evaluation**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in **Section I - Technical Bid of Part 3 - BID PREPARATION INSTRUCTIONS:**

- Annex “B” - Specifications and Questionnaire for Ambient Air Monitoring Shelter dated April 24, 2013.

- 2.2 Mandatory Technical Criteria - Equivalent Products

Bidders proposing an equivalent product must meet the following criteria:

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information (as detailed in Part 3, Technical Bid, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these equivalent products.

### **3. Financial Evaluation**

- 3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex “A” - Pricing.

- 3.2 **Aggregate Price Calculation**

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity.

- 3.3 All firm unit prices will be evaluated in Canadian dollars, Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.

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3.4 Bidders must quote a price for all items.

#### **4. Basis of Selection**

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

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 2. Additional 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.

#### 2.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, 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 contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract. Suppliers who have been declared ineligible contractors by Human Resources and Skills

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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. 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.

2. If the Bidder 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, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. 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), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows:  
\_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this contract.

### 2. Requirement

- 2.1 The Contractor must deliver Qty 2, **Shelter, Air Monitoring** as described in Annex "A" - Pricing and in accordance with Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.
- 2.2 The Contractor grants to Canada irrevocable options identified in Annex "A" - Pricing.
  - 2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.
  - 2.2.3 The options may be exercised within **twelve (12) months** after contract award.

### 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

**2010A (2013-04-25) General Conditions - Goods (Medium Complexity)**, apply to and form part of the contract.

#### 4. Term of Contract

##### 4.1 Delivery of Shelter

###### 4.1.1 Firm Quantity

Delivery date of the shelter must be made as follows:

Item 001 - Qty 1, **Shelter, Air Monitoring, Ambient, CONFIGURATION A** must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 002 - Qty 1, **Shelter, Air Monitoring, Ambient, CONFIGURATION A with Modular Platforms** must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

###### 4.1.2 Option Quantity

Item 003 - Up to Qty 5, **Shelter, Air Monitoring, Ambient, CONFIGURATION B** to be delivered within \_\_\_\_\_ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 004 - Up to Qty 3, **Shelter, Air Monitoring, Ambient CONFIGURATION C** to be delivered within \_\_\_\_\_ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kathy Cafferty  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
K1A 0S5  
Telephone: 819 956-5917  
Facsimile: 819 953-2953

E-mail: kathy.cafferty@pwgsc-tpsgc.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 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

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

Organization: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Technical Authority:

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

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

Organization: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

The Technical Authority named above 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 Technical Authority, however the Technical 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.

#### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: \_\_\_\_\_ (To be inserted by supplier)

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

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

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

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

##### Delivery follow-up

Name: \_\_\_\_\_ (To be inserted by supplier)

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment: Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, 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.

## 6.2 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

## 6.3 Exchange Rate/Payment on Delivery

6.3.1 The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

6.3.2 The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

6.3.3 No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

6.3.4 On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

6.3.5 Canada will have the right to audit any revision to costs and prices under this clause.

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Invoices must be distributed as follows:

- 1) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award)

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

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

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

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

- 2) One copy of all invoices to the PWGSC Contracting Authority.

## 8. Certifications

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 Ontario.

## 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) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Specifications and Questionnaire for Ambient Air Monitoring Shelter dated April 24, 2013
- (e) the Contractor's bid dated \_\_\_\_\_.

## 11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
D3010C	Dangerous Goods/Hazardous Products	2012-07-16

D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

## 12. 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. 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. Shipping Instructions - Delivery at Destination (For Firm and Optional Quantities)

13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (As detailed at Annex "A"- Pricing). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A"- Pricing. The consignee may refuse shipments when prior arrangements have not been made.

## 14. Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the Contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant \_\_\_\_\_ (specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Government of Canada.

## 15. Progress Reports

The contractor must prepare and submit monthly progress reports to the PWGSC Contracting Officer.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?

- 
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

## **16. Loose Equipment**

For shipment verification, all items shipped loose with the shelter must be listed on an attached packing note.

## **17. Spare Parts Availability**

The contractor must ensure that spare parts required to properly maintain and repair the shelter will be available for purchase by Environment Canada, or its authorized agents, for a period of **10 years**.

## **18. Material**

Material supplied must be new, unused and of current production by manufacturer.

## **19. Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

**ANNEX "A" - PRICING**

Item 001 **Shelter, Air Monitoring, Ambient CONFIGURATION A**  
(with Roof Egress System, Meteorological Tower and Picket Railing)  
(Firm Quantity)

The Contractor must deliver the shelter in accordance with the attached Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.

The shelter must be delivered to:

Ontario Ministry of the Environment  
125 Resources Road, Upper Garage  
**Etobicoke, Ontario M9P 3V6**

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per shelter, in accordance with Basis of Payment (as detailed at Clause 6.1 Basis of Payment).

**Quantity: One (1)**

Item 002 **Shelter, Air Monitoring, Ambient with Modular Platforms CONFIGURATION A**  
(with Roof Egress System, Meteorological Tower and Picket Railing)  
(Firm Quantity)

The Contractor must deliver the shelter in accordance with the attached Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.

The shelter must be delivered to:

Ontario Ministry of the Environment  
125 Resources Road, Upper Garage  
**Etobicoke, Ontario M9P 3V6**

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per shelter with modular platforms, in accordance with Basis of Payment (as detailed at Clause 6.1 Basis of Payment).

**Quantity: One (1)**

Item 003 **Shelter, Air Monitoring, Ambient CONFIGURATION B**

(with Roof Egress System, Meteorological Tower and Aluminum Guardrail)  
(Optional Quantity)

If this option is exercised, the Contractor must deliver the shelter in accordance with the attached Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.

The shelter must be delivered to:

Environment Canada  
Analysis and Air Quality Section  
335 River Road South  
**Ottawa, Ontario K1V 1C7**

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of exercising option.)

Firm unit price of \$ \_\_\_\_\_ per shelter in accordance with Basis of Payment (as detailed at Clause 6.1 Basis of Payment).

**Quantity: Up to five (5)**

Item 004 **Shelter, Air Monitoring, Ambient  
CONFIGURATION C**  
(without Roof Egress System or Meteorological Tower)  
(Optional Quantity)

If this option is exercised, the Contractor must deliver the shelter in accordance with the attached Annex "B" - Specifications for Ambient Air Monitoring Shelter dated April 24, 2013.

The shelter must be delivered to:

Environment Canada  
Analysis and Air Quality Section  
335 River Road South  
**Ottawa, Ontario K1V 1C7**

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of exercising option.)

Firm unit price of \$ \_\_\_\_\_ per shelter in accordance with Basis of Payment (as detailed at Clause 6.1 Basis of Payment).

**Quantity: Up to three (3)**