

**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> Drug Testing Kits	
<b>Solicitation No. - N° de l'invitation</b> 47064-150480/A	<b>Date</b> 2014-07-18
<b>Client Reference No. - N° de référence du client</b> 1000320480	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-883-65396	
<b>File No. - N° de dossier</b> pv883.47064-150480	<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 2014-09-02</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> Saunders, Lynda	<b>Buyer Id - Id de l'acheteur</b> pv883
<b>Telephone No. - N° de téléphone</b> (819) 956-6851 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<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**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
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>

**TITLE : NIK® DRUG TEST KITS**

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**TITLE: NIK® DRUG TEST KITS****PART 1 - GENERAL INFORMATION****1. Requirement**

The Canadian Border Services Agency (CBSA) has a requirement for the purchase and delivery of portable NIK® narcotic and controlled drug testing kits (polytesting kits) and accessories, in accordance with the Requirement detailed in Annex A attached hereto, on an "as and when requested" basis to be used by Border Services Officers (BSOs) at Canadian Ports of Entry during the inspection of various conveyances and commodities for drug identification purposes. Delivery will be made to CBSA, Ottawa, Ontario.

**1.1 Option to Extend Contract**

An option to extend the Contract period for two (2) additional one (1) year periods is also included.

**2. Debriefings**

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

**3. Trade Agreements**

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).

**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 (2014-06-26) 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

**1.1 SACC Manual Clauses**

B1000T

Condition of Material - Bid

2014-06-26

## 1.2 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as identified under Annex A in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

## 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 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid ( three (3) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of 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 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## 1.1 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.

The following applies to the requirement and bidders must provide the following information in their bid where applicable:

### 1.1.1 Point of Manufacture (BIDDER TO COMPLETE)

The Bidder must state the point of manufacture of goods or where service is to be performed:

Location: \_\_\_\_\_

Postal Code: \_\_\_\_\_

### 1.1.2 Delivery (BIDDER TO COMPLETE)

For the items listed in Annex A , delivery is requested as follows:

For stocked items, within \_\_\_\_\_ calendar days from receipt of Requisition on Contract (ROC).

For stocked items, within \_\_\_\_\_ calendar days from receipt of Requisition on Contract (ROC).

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### 1.1.3 **Contacts (BIDDER TO COMPLETE)**

#### **General Enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address \_\_\_\_\_

#### **Delivery Follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address \_\_\_\_\_

## 1.2 **Section II: Financial Bid**

### 1.2.1 **Initial Purchase**

Bidders must quote firm unit prices, DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000, in the spaces provided at Part 4, Attachment 1 - Calculation of Total Price. Customs duties are included and Applicable Taxes extra.

### 1.2.2 **Optional Requirements**

Bidders must quote firm unit prices, DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000, in the spaces provided at Part 4, Attachment 1 - Calculation of Total Price. Customs duties are included and Applicable Taxes extra.

### 1.2.3 **Exchange Rate Fluctuation**

C3011T (2010-01-11) Exchange Rate Fluctuation

## 1.3 **Section III: Certifications**

Bidder 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 submitted shall be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

## Factors for Evaluation

1. **PRICING BASIS (MANDATORY):** Prices must be firm.
2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**
  - a) **For Items Defined by Specifications:**

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
  - b) **Provision of Supporting Technical Documentation:**

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.
3. **COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)**
4. **FOR CANADIAN SUPPLIERS ONLY:** Please note that the requirements of the Federal Contractors Program may apply - see herein. **(MANDATORY, if applicable)**
5. **AUTHORIZED DISTRIBUTOR:** The Bidder must be an authorized distributor of NIK® Products. A signed letter from the OEM stating the Bidder is an authorized distributor must be provided with the bid.

## 1.2 Financial Evaluation

- a) Prices will be evaluated in Canadian currency including any applicable Canadian customs duties and excise taxes and Applicable Taxes are extra. For evaluation purposes, bids submitted in foreign currency will be converted to Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- b) The price will be evaluated on DDP (Ottawa, Ontario) Incoterms 2000.
- c) for bid evaluation purposes only, the lowest evaluated price will be the Total Bid Price determined as detailed in Attachment 1 to Part 4 entitled "Calculation of Total Price".

## 2. Basis of Selection

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

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**ATTACHMENT 1 TO PART 4  
CALCULATION OF TOTAL PRICE**

For evaluation purposes only, the total bid price shall be established as follows:

The Bidder must provide the information requested in the table below for all items.

PART NUMBER	DESCRIPTION	UNIT OF ISSUE	A Yearly Estimated Quantities	B Initial Period (from date of contract to 31 March 2015)	C		D Option Period 2 (from 1 April 2016 to 31 March 2017)	E Extended Price (AxB) + (AxC) + (AxD)
					Option Period 1 (from 1 April 2015 to 31 March 2016)	Firm all inclusive Unit Price		
	MASTER PAC NARCOTIC I.D. KIT (130 tests)	Each	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	PORTA PAC NARCOTIC I.D. KIT (24/Pkg)	Each	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST A - Opium Alkaloides (10/BX)	Each	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST B - Confirming Test (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST C - Barbiturates (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST D - LSD (Lyser. Acid Dieth. (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST E - Marijuana (10/BX)	Each	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST F - Acid Neutralizer (10/BX)	Each	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST G - Cocaine, Crack/Free Base (10/BX)	Each	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST H - Methadone(10/BX)	Each	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST I - Club Drug (10/BX)	Each	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST J - PCP (10/BX)	Each	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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PART NUMBER	DESCRIPTION	UNIT OF ISSUE	Yearly Estimated Quantities	B		C		D	E
				Initial Period (from date of contract to 31 March 2015)	Option Period 1 (from 1 April 2015 to 31 March 2016)	Option Period 2 (from 1 April 2016 to 31 March 2017)	Extended Price (AxB) + (AxC) + (AxD)		
	TEST K - Special Opiates Test (10/BX)	Each	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST L - Brown Heroin (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST M - Methaqualone (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST N - Pentazocine (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST O - Gamma Hydroxybutyrate (5/BX)	Each	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST P - Propoxyphene (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST Q - Ephedrine (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST R - Diazepam (10/BX)	Each	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST T - Ketamine (10/BX)	Each	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST U - Methamphetamine/Ecstasy (10/BX)	Each	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TEST W - Amphetamine/Methadone (10/BX)	Each	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	COCAINE ID SWABS (50/BX)	Each	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	NIK IDENTIDRUG - DESK CHARTS	Each	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	NIK IDENTIDRUG - WALL CHARTS	Each	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	INSTRUCTIONAL DVD	Each	10	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL BID PRICE (COLUMN E)</b>									\$ _____

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract,

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2004. The associated information required within the Integrity Provision will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Canadian Border Services Agency (CBSA) has a requirement for the purchase and delivery of NIK® Drug Test Kits and accessories, in accordance with the Requirement detailed in Annex A attached hereto, on an "as and when requested" basis to be used by Border Services Officers (BSOs) at Canadian Ports of Entry during the inspection of various conveyances and commodities for drug identification purposes. Delivery will be made to CBSA, Ottawa, Ontario.

### 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 (2014-06-26) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Requisition on Contract (ROC) Reporting

The Contractor must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Requisition on Contract (ROC). This data must include all purchases paid for by the Government of Canada. The data must be submitted on a quarterly basis to the CBSA Technical Authority and the PWGSC Contracting Authority. The reported data must be submitted in accordance with instructions at Annex "C".

Quarterly reporting periods are defined as follows:

#### Commencing from contract award to March 31, 2015

1st quarter: July to September  
 2nd quarter: October to December  
 3rd quarter: January to March

Quarterly reporting periods, during the option periods, are defined as follows, if exercised.

1st quarter: April to June  
 2nd quarter: July to September  
 3rd quarter: October to December  
 4th quarter: January to March

Electronic reports must be completed and forwarded to the Technical Authority and the Contracting Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in MS Word format will be provided to the Contractor electronically by the Contracting Authority.

All data fields of the report must be completed as requested. If no goods are provided during a given period, the Contractor must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the Contract being terminated and the application of a vendor performance corrective measure.

#### 4. Requisition on Contract (ROC)

- (a) **Purpose of ROC:** Goods to be provided under the Contract on an-as-and-when-requested basis will be ordered by Canada using a Requisition on Contract ("ROC").
- (b) **Authority to Issue a ROC:** Any ROC with a value less than or equal to *\$(to be filled in at time of award)* (including Applicable Taxes) may be issued by the Technical Authority. Any ROC with a value greater than this amount must be sent directly by the Contracting Authority for processing. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue ROCs at any time.
- (c) **Contents of a ROC:** The ROC must contain the following information, if applicable:
- (i) a ROC number;
  - (ii) the details of any financial coding to be used;
  - (iii) quantity and description of goods being ordered;
  - (iv) the delivery date(s);
  - (v) the specific delivery location;
  - (vi) the firm unit price payable to the Contractor;
- (d) **Charges for Goods under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. 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 being incorporated into the Work.
- (e) **Delivery response for Stocked Items**
- For stocked items listed in Annex A, delivery is requested to be made within (to be filled in at time of contract award) calendar days from receipt of a Requisition on Contract (ROC). The Destination will be identified in the ROC.

#### Delivery response for Non-Stocked Items

For non-stocked items listed in Annex A, delivery is requested to be made within (to be filled in at time of contract award) calendar days from receipt of the Requisition of Contract (ROC). The Destination will be identified in the ROC.

No minimum order restrictions will be accepted. While every effort is made to place regular orders containing multiple items, the Contractor must be prepared to ship in small quantities. For extraordinarily large orders that may require additional delivery time, the Contractor must make every reasonable effort to delivery with the shortest possible delay and must notify the consignee of their best delivery schedule.

## 5. Term of Contract

### 5.1 Period of the Contract

The period for issuing a Requisition on Contract against the Contract will commence from date of contract award to March 31, 2015.

### 5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least twenty (20) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

**Lynda Saunders**  
Public Works and Government Services Canada  
Acquisitions Branch  
Consumer and Commercial Products Directorate  
Portage III - 6A2 - Phase III  
11 Laurier Street  
Gatineau, Québec  
K1A 0S5

Telephone: (819) 956-6851  
Facsimile: (819) 956-3814  
E-mail address: lynda.c.saunders@tpsgc-pwgsc.gc.ca

must written 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 not perform work in excess of or outside the scope of the Contract based on verbal or requests or instructions from anybody other than the Contracting Authority.

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## 6.2 Technical Authority

The Technical Authority for the Contract is:

**(to be filled in at time of award)**

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.

## 6.3 Contractor's Representative (to be filled in at time of award)

### General Enquiries

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### Delivery Follow-up

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 7. Identified Users

The Identified User authorized to make ROC's against this Contract is:

Canada Border Services Agency, 79 Bentley Avenue, Ottawa, Ontario K2E 6T.

## 8. Payment

### 8.1 Basis of Payment - Firm Price - Individual Requisition on Contracts

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract (ROC), the Contractor will be paid the firm unit prices stipulated in the ROC, calculated in accordance with Annex A. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 8.2 Limitation of Expenditure - Cumulative Total of all Requisition on Contracts

1. Canada's total liability to the Contractor under the Contract for all authorized Requisition on Contracts (ROCs), inclusive of any revisions, must not exceed the sum of \$(***to be inserted at time of contract award***). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 8.3 SACC Manual Clauses

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

## 9. 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.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 10. Certifications

- 10.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

## 10.2 **Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 11. **Applicable Laws**

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

## 12. **Priority of Documents**

If there is a discrepancy between the wordings 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 (2014-06-26) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement/Basis of Payment;
- (d) Annex B, Requisition on Contract (ROC) Sample;
- (e) Annex C, Periodic Usage Reporting
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid).

## 13. **Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid (named place of destination as per ROC) Incoterms 2000 for shipments from a commercial supplier.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes

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**ANNEX "A"**  
**REQUIREMENT / BASIS OF PAYMENT**

The Contractor shall be paid the firm unit prices in Canadian dollars, (DDP) Delivery Duty Paid Incoterms 2000 (as per individual ROC). Customs duties are included and Applicable Taxes are extra, as detailed below for the items and period identified.

No minimum order restrictions will be accepted. While every effort is made to place regular orders containing multiple items, the Contractor must be prepared to ship in small quantities.

**Product List of NIKS Drug Test Kits and Accessories**

PART NUMBER	DESCRIPTION	UNIT OF ISSUE	Yearly Estimated Quantities	Initial Period (from date of contract to 31 March 2015)	Firm all inclusive Unit Price	
					Option Period 1 (from 1 April 2015 to 31 March 2016)	Option Period 2 (from 1 April 2016 to 31 March 2017)
	MASTER PAC NARCOTIC I.D. KIT (130 tests)	Each	30	\$ _____	\$ _____	\$ _____
	PORTA PAC NARCOTIC I.D. KIT (24/Pkg)	Each	30	\$ _____	\$ _____	\$ _____
	TEST A - Opium Alkaloides (10/BX)	Each	500	\$ _____	\$ _____	\$ _____
	TEST B - Confirming Test (10/BX)	Each	100	\$ _____	\$ _____	\$ _____
	TEST C - Barbiturates (10/BX)	Each	100	\$ _____	\$ _____	\$ _____
	TEST D - LSD (Lyser. Acid Dieth. -10/BX)	Each	100	\$ _____	\$ _____	\$ _____
	TEST E - Marijuana (10/BX)	Each	200	\$ _____	\$ _____	\$ _____
	TEST F - Acid Neutralizer (10/BX)	Each	500	\$ _____	\$ _____	\$ _____
	TEST G - Cocaine, Crack/Free Base (10/BX)	Each	500	\$ _____	\$ _____	\$ _____
	TEST H - Methadone(10/BX)	Each	150	\$ _____	\$ _____	\$ _____
	TEST I - Club Drug (10/BX)	Each	150	\$ _____	\$ _____	\$ _____
	TEST J - PCP (10/BX)	Each	150	\$ _____	\$ _____	\$ _____

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PART NUMBER	DESCRIPTION	UNIT OF ISSUE	Yearly Estimated Quantities	Initial Period (from date of contract to 31 March 2015)	Option Period 1 (from 1 April 2015 to 31 March 2016)	Option Period 2 (from 1 April 2016 to 31 March 2017)
					Firm all inclusive Unit Price	
	TEST K - Special Opiates Test (10/BX)	Each	150	\$ _____	\$ _____	\$ _____
	TEST L - Brown Heroin (10/BX)	Each	100			
	TEST M - Methaqualone (10/BX)	Each	100			
	TEST N - Pentazocine (10/BX)	Each	100			
	TEST O - Gamma Hydroxybutyrate (5/BX)	Each	200			
	TEST P - Propoxyphene (10/BX)	Each	100			
	TEST Q - Ephedrine (10/BX)	Each	100			
	TEST R - Diazepam (10/BX)	Each	100			
	TEST T - Ketamine (10/BX)	Each	300			
	TEST U - Methamphetamine/Ecstasy (10/BX)	Each	300			
	TEST W - Amphetamine/Methadone (10/BX)	Each	200			
	COCAINE ID SWABS (50/BX)	Each	500			
	NIK IDENTIDRUG - DESK CHARTS	Each	50			
	NIK IDENTIDRUG - WALL CHARTS	Each	50			
	INSTRUCTIONAL DVD	Each	10			

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**ANNEX "B" - REQUISITION ON CONTRACT**

REQUISITION ON CONTRACT (ROC) SAMPLE				
<b>1. CONDITIONS</b>				
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:				
CONTRACT NUMBER :				
ROC NUMBER :				
TO: Contractor: Address:				
DELIVERY DATE:				
BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (Applicable Taxes included):				
VALUE OF THIS REQUISITION ON CONTRACT (ROC) (Applicable Taxes included):				
BALANCE REMAINING ON THE CONTRACT (Applicable Taxes included):				
<b>2. REQUIREMENT</b>				
<b>2.1 FOR THE SUPPLY OF EQUIPMENT</b>				
Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total
				\$
				\$
				\$
				\$
Total cost of items				\$
Applicable Taxes				\$
Total cost including Applicable Taxes				\$
DELIVERY DESTINATION(S) Delivery Duty Paid (destination) Incoterms 2000:				
The Contractor shall not charge Canada for any costs exceeding this total price.				
<b>3. APPROVALS</b>				
Technical Authority:		Administrative Authority (Procurement):		Contracting Authority at PWGSC (For any ROC over \$ to be inserted at time of award):
Name:		Name:		Name:
Signature:		Signature:		Signature:
Date:		Date:		Date:

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**ANNEX C  
 PERIODIC USAGE REPORTING**

Instructions for submission of requisition on contract usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the CBSA Technical Authority with a copy to the PWGSC Contracting Authority no later than 15 calendar days after the end of the quarterly period. All data fields of the report must be completed as requested. If no goods are provided during a given period, the Offeror must still provide a "NIL" report.

The report must include as a minimum the following:

- The Contract number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the Contract;
- Dollar value of individual line items; and
- The total spend per reporting period and to date.

<b>Requisition on Contract (ROC) Quarterly Reporting Period: Name and Address of Contractor:</b>						
Contract #	Name of Department	Start Date of Contract (DD/MM/YYYY)	End Date of Contract (DD/MM/YYYY)	Total Number of all ROCs Since start of Contract	Total Dollar Value of all ROCs Since start of Contract	
<b>PRODUCT LISTING OF NIKS PRODUCTS</b>						
Part Number	Description	Total Number of all ROCs during reporting period	Total Dollar Value of all ROCs during reporting period	Total Number of all ROCs Since start of Contract	Total Dollar Value of all ROCs Since start of Contract	
	MASTER PAC NARCOTIC I.D. KIT (130 tests)					
	PORTA PAC NARCOTIC I.D. KIT (24/Pkg)					
	TEST A - Opium Alkaloids (10/BX)					
	TEST B - Confirming Test (10/BX)					
	TEST C - Barbiturates (10/BX)					
	TEST D - LSD (Lyser. Acid Dieth. -10/BX)					
	TEST E - Marijuana (10/BX)					
	TEST F - Acid Neutralizer (10/BX)					
	TEST G - Cocaine, Crack/Free Base (10/BX)					
	TEST H - Methadone(10/BX)					

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Contract #	Name of Department	Start Date of Contract (DD/MM/YYYY)	End Date of Contract (DD/MM/YYYY)
<b>PRODUCT LISTING OF NIKS PRODUCTS</b>			
Part Number	Description	Total Number of all ROCs during reporting period	Total Dollar Value of all ROCs during reporting period
	TEST I - Club Drug (10/BX)		
	TEST J - PCP (10/BX)		
	TEST K - Special Opiates Test (10/BX)		
	TEST L - Brown Heroin (10/BX)		
	TEST M - Methaqualone (10/BX)		
	TEST N - Pentazocine (10/BX)		
	TEST O - Gamma Hydroxybutyrate (5/BX)		
	TEST P - Propoxyphene (10/BX)		
	TEST Q - Ephedrine (10/BX)		
	TEST R - Diazepam (10/BX)		
	TEST T - Ketamine (10/BX)		
	TEST U - Methamphetamine/Ecstasy (10/BX)		
	TEST W - Amphetamine/Methadone (10/BX)		
	COCAINE ID SWABS (50/BX)		
	NIK IDENTIDRUG - DESK CHARTS		
	NIK IDENTIDRUG - WALL CHARTS		
	INSTRUCTIONAL DVD		
		Total Number of all ROCs Since start of Contract	Total Dollar Value of all ROCs Since start of Contract