

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

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

**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 Automatic Total Sky Imager | |
| Solicitation No. - N° de l'invitation KM060-141073/A | Date 2014-09-24 |
| Client Reference No. - N° de référence du client KM060-141073 | |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-024-6672 | |
| File No. - N° de dossier TOR-4-37061 (024) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-11-03 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Brewster, Shannon | Buyer Id - Id de l'acheteur tor024 |
| Telephone No. - N° de téléphone (905) 615-2028 () | FAX No. - N° de FAX (905) 615-2060 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 Dufferin Street Downsview Ontario M3H5T4 Canada | |

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

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

| | |
|--|--|
| Delivery Required - Livraison exigée 2014-10-31 | 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 |

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SEE ATTACHED DOCUMENT (18 PAGES)

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BID SOLICITATION

FOR

YANKEE ENVIRONMENTAL SYSTEMS TSI-880 AUTOMATIC TOTAL SKY IMAGER

REQUIRED BY

ENVIRONMENT CANADA

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List of Annexes:

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

The requirement is detailed under Article 6.2, Part 6 - Resulting Contract Clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) 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.
- (b) 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.
- (c) The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) The following modification is to the standard instructions 2003:
Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
Delete: sixty (60) days
Insert: ninety (90) days

2.2 Submission of Bids

- (a) 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.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) 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.

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2.5 No Substitute Products

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies)
- (ii) Section II: Financial Bid (1 hard copy)
- (iii) Section III: Certifications (1 hard copy)

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

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

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-Eng.html>). To assist Canada in reaching its objectives, bidders should:

- (i) 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
- (ii) 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.

3.2 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.

3.3 Section II: Financial Bid

- (i) Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment. The total amount of applicable taxes must be shown separately.
- (ii) Exchange Rate Fluctuation; C3011T (2013-11-06), Exchange rate fluctuation

3.4 Section III: Certifications

Bidders must submit and comply with the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

(a) Mandatory Technical Evaluation Criteria

The proposed product must meet the mandatory criteria in Annex C - Bid Evaluation Criteria. Failure to meet any one of the mandatory criteria will result in your bid being declared non-responsive.

4.3 Financial Evaluation

(a) Evaluation of Price

- (i) The Bidder must complete and submit with its bid, pricing in accordance with Annex B – Basis of Payment, in Canadian funds.
- (ii) The evaluated price will be the sum of All-inclusive Firm Lot Prices of the Firm Requirement and the Optional Requirements in Annex B - Basis of Payment.

(b) SACC Manual Clause - A0220T (2013-04-25), Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.4 Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Certifications Required Precedent to Contract Award

(a) 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 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true

(b) 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.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca/eng/labour/index.shtml) website.

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.hrsdc.gc.ca/eng/labour/index.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

- (a) The Contractor must supply and delivery a Yankee Environmental Systems Automatic Total Sky Imager, model TSI-880, that is capable of automated data collection, processing, archiving and presentation of continuous autonomous cloud coverage, and is complete and fully-functional in accordance with the Statement of Requirement at Annex "A".

(b) **Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option(s) 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(s) at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

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

(a) **General Conditions**

2010A (2014-06-26), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.

(b) **Supplemental General Conditions**

4001 (2013-01-28) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

(a) **Period of Contract**

The period of the Contract is from the date of contract award ending March 31, 2015.

(b) **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 period(s) 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 ten 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.

(c) **Delivery Date**

(i) **For Firm Requirement in Annex B – Basis of Payment:**

All the deliverables must be received on or before March 31, 2015.

(ii) **For Optional Requirements in Annex B – Basis of Payment:**

All the deliverables must be received on or before March 31, 2016 for option period 1 and March 31, 2017 for option period 2.

6.5 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Shannon Brewster
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch
Ontario Region
Address: 33 City Centre Drive, Suite 480C
Mississauga ON L5B 2N5
Telephone: 905-615-2028
Facsimile: 905-615-2060
E-mail address: shannon.brewster@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.

(b) **Project Authority**

The Project Authority for the Contract is: (to be provided at Contract Award)

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.

(c) **Contractor's Representative** (fill out with bid)

Name: _____
Title: _____
Organization: _____
Business Procurement Number (PBN): _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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

(b) Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

(c) Multiple Payments

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

6.7 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.

6.8 Certifications

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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;

- (c) the general conditions 2010A (2014-06-26), General Conditions – Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____ (to be provided at Contract Award)

6.11 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations;

B1501C (2006-06-16), Electrical Equipment

6.12 Insurance

G1005C (2008-05-12), Insurance

ANNEX A – STATEMENT OF REQUIREMENT

1. REQUIREMENT

Environment Canada (EC) has a requirement to purchase a Yankee Environmental Systems (YES) Automatic Total Sky Imager, model TSI-880, to automate data collection, processing, archiving and present continuous autonomous cloud coverage.

2. BACKGROUND

EC maintains a network of Brewer Ozone Spectrophotometers which measures the total thickness of the ozone layer several times per hour, when the weather permits. In order to correlate instrument readings to weather conditions, automated cloud monitoring equipment are required to run alongside. Monitoring stations are located at remote sites (for example, Alert, Churchill, Eureka) so equipment must be reliable enough to run unattended for several months at a time.

EC has previously purchased YES TSI-880 Automatic Total Sky Imager units. Additional units are required, over the next couple of years, to be distributed into several remote areas. All units must be in comparison between themselves. Simultaneous data collection and identical approach in data and image processing is crucial therefore models, calibrations and specifications must be identical to reduce variables and allow EC to see results from all units thousands of miles from each other.

3. SPECIFICATIONS

The Contractor must supply and deliver a fully functional TSI-880 Automatic Total Sky Imager to automatically photograph and analyze cloud cover for an extended period of time. At a minimum, the unit must meet the following specifications.

1. Must be compatible with the YES DAQ (data acquisition) software.
2. Must have a built-in HTTP host accessible from remote locations.
3. Must photograph the entire sky at user-selectable intervals. On-board storage should buffer at least two days of data for interval set at one minute.
4. Must store and process the images to create thin/opaque cloud profiles on-board the instrument. Raw images must be in 24-bit colour JPEG format, and the processed output images must be PNG.
5. Must be able to create animations of cloud movement and panoramic views around the instrument.
6. Must connect to an ethernet-based network with built-in cable (RJ-45 10/100BaseT connector).
7. Must have thermostatically-controlled heated optics to prevent freezing and misting.
8. Must be rated to function at temperatures from -40°C to +40°C.
9. Must have a power requirement of 120V 60Hz.

4. PROJECT SCHEDULE

| Phase | Description | Due Date |
|-------|--|----------------|
| 1 | Supply and delivery of TSI-880 Automatic Total Sky | March 17, 2015 |
| 2 | Acceptance tests completed; deliverables accepted | March 31, 2015 |

5. WARRANTY, SERVICE, SUPPORT & UPDATES

The Contractor must provide 1-year parts and labour warranty on the entire equipment. Warranty will begin on the day that the acceptance tests are completed and the deliverables are accepted by Environment Canada and contractor must have product support, service and parts available upon request

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to purchase for a minimum of 5 years beginning after the day that the acceptance tests are completed (estimated 2 weeks after delivery) and the deliverables are accepted by Environment Canada.

6. EQUIPMENT OPERATING INSTRUCTION MANUAL

The Contractor must provide to EC, one (1) hard copy of the equipment operating instruction manual in the English language.

ANNEX B - BASIS OF PAYMENT

The firm lot price must be an all inclusive price for the supply and delivery of the requirement in accordance with Annex A – Statement of Requirement, in Canadian funds, including customs duties, all delivery and transportation charges, FOB destination, applicable taxes extra.

FIRM REQUIREMENT:

Contract Period: Date of award to March 31, 2015.

Delivery of each system, within this contract period, must be received on or before March 17, 2015.

| Item | Description | Quantity | All inclusive Firm Lot Price (Applicable Taxes extra) |
|------|--|----------|---|
| 1 | Supply and delivery of one (1) fully-functional Automatic Total Sky Imager in accordance with Annex A, Statement of Requirement. Twelve (12) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included. Manufacturer: Yankee Environmental Systems Model Number: TSI-880 | 1 Lot | \$ |

OPTIONAL REQUIREMENTS:

Option Period 1: April 1, 2015 to March 31, 2016.

Delivery of each system, within this contract period, must be received on or before March 17, 2016 following the time the option is exercised through a contract amendment issued by the Contracting Authority.

| Item | Description | Qty | All inclusive Firm Unit Price (Applicable Taxes extra) |
|------|--|-------|---|
| 1 | Supply and delivery of one (1) fully-functional Automatic Total Sky Imager in accordance with Annex A, Statement of Requirement. Twelve (12) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included. Manufacturer: Yankee Environmental Systems Model Number: TSI-880 | 1 Lot | \$ |

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Option Period 2: April 1, 2016 to March 31, 2017.

Delivery of each system, within this contract period, must be received on or before March 17, 2017 following the time the option is exercised through a contract amendment issued by the Contracting Authority.

| Item | Description | Qty | All inclusive Firm Unit Price (Applicable Taxes extra) |
|------|--|-------|---|
| 1 | Supply and delivery of one (1) fully-functional Automatic Total Sky Imager in accordance with Annex A, Statement of Requirement. Twelve (12) months of maintenance and warranty services commencing on the date of acceptance by the EC project authority is also included. Manufacturer: Yankee Environmental Systems Model Number: TSI-880 | 1 Lot | \$ |

ANNEX C

MANDATORY TECHNICAL EVALUATION CRITERIA

The bidder must provide documentation in the bid demonstrating that their proposed complete and fully functional YES TSI-880 – Automatic Total Sky Imager meets each and every criterion. **Failure to provide supporting documentation may result in the bid being deemed non-responsive.**

| # | Mandatory Criteria | Bidder's Response |
|-----|---|---|
| | | Identify where the supporting documentation is located in the bid. (Bidders to insert page number) |
| M1 | Must be compatible with the YES DAQ (data acquisition) software. | |
| M2 | Must have a built-in HTTP host accessible from remote locations. | |
| M3 | Must photograph the entire sky at user-selectable intervals. On-board storage should buffer at least two days of data for interval set at one minute. | |
| M4 | Must store and process the images to create thin/opaque cloud profiles on-board the instrument. Raw images must be in 24-bit colour JPEG format, and the processed output images must be PNG. | |
| M5 | Must be able to create animations of cloud movement and panoramic views around the instrument. | |
| M6 | Must connect to an ethernet-based network with built-in cable (RJ-45 10/100BaseT connector) | |
| M7 | Must have thermostatically-controlled heated optics to prevent freezing and misting. | |
| M8 | Must be rated to function at temperatures from -40°C to +40°C. | |
| M9 | Must have a power requirement of 120V 60Hz. | |
| M10 | Must provide 1-year parts and labour Warranty on the entire equipment. Warranty will begin on the day that the acceptance tests are completed and the deliverables are accepted by Environment Canada. | |
| M11 | Must have product support, repair, services and parts available upon request for a minimum of 5 years beginning after acceptance tests are completed and the deliverables are accepted by Environment Canada. | |