



**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 0B2 / Noyau 0B2**  
**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**

**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>Title - Sujet</b> Cooling unit Upgrade	
<b>Solicitation No. - N° de l'invitation</b> EP916-170713/B	<b>Date</b> 2016-09-08
<b>Client Reference No. - N° de référence du client</b> 20170713	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-918-71513	
<b>File No. - N° de dossier</b> hp918.EP916-170713	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-28</b>	<b>Time Zone 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> Huda Dahir	<b>Buyer Id - Id de l'acheteur</b> hp918
<b>Telephone No. - N° de téléphone</b> (873) 469-3330 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Cooling unit Upgrade Cooling Unit in accordance with Annex "A" - Public Services and Procurement Canada - Cooling Unit Specifications.	EN414	EP916	2	LOT	\$	XXXXXXXXXXXX		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Public Services and Procurement Canada requires the Cooling Unit as detailed herein, in accordance with Annex "A" – Public Services and Procurement Canada – Cooling Unit Specifications attached hereto.

### **1.2 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.

### **1.3 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**

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 [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>) 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 (2016-04-04) 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

### **2.2 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.

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing 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 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**

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.

## **2.5 Improvement of Requirement During Solicitation Period**

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid ( 2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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 and
- (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.

#### **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.

### 3.2 Equivalent Products

3.2.1 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.

3.2.2 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.

3.2.3 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.



## Section II: Financial Bid



### 3.3 Pricing

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The total amount of applicable Taxes must be shown separately, if applicable.

The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.

#### 3.3.1 SACC Manual Clauses

#### 3.3.2 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

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

### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

#### **1. Delivery**

While delivery of the Cooling Unit is requested by November 15, 2016 the best delivery that can be offered is as follows:

Item 001 – Quantity 2, Cooling Unit will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

#### **2. Manufacturer's Standard Warranty Period**

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

## **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.

#### **4.1.1 Technical Evaluation**

4.1.1.1 Bidders must submit, with their bid, the followings documents:

- 1) Annex "A" – Public Services and Procurement Canada – Cooling Unit Specifications; and

#### **4.1.1.2 Equivalent Products**

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, "equivalent products" to be considered for evaluation.

#### **4.1.2 Financial Evaluation**

- 4.1.2.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail".
- 4.1.2.2 Bids will be evaluated on an aggregate price basis for the items and quantities.

#### **4.2 Basis of Selection**

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.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the

additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 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](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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](#)" list at the time of contract award.

### 5.2.3 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

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Bidders' Authorized Representative Signature

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Date

or

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Requirement

The Contractor must deliver Quantity 2, Cooling Unit in accordance with Annex “A” – Public Services and Procurement Canada – Cooling Unit Specifications.

### 6.2. 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 [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.

#### 6.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.3. Term of Contract

#### 6.3.1 Delivery of Equipment

Delivery of the Cooling Units must be made as follows:

**Item 001** – Quantity 2, Cooling Unit must be delivered on or before  
\_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

### 6.4 Authorities

#### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

**Huda Dahir**

Supply Specialist

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: 873 469-3330

E-mail: [huda.dahir@pwgsc-tpsgc.gc.ca](mailto:huda.dahir@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.

#### 6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

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

#### 6.4.3 Technical Authority:

The Technical Authority for the Contract is:

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

#### 6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

##### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)

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

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

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

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

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

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

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

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

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

#### 6.4.5 After Sales Service

4.5.1 The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

##### Item 001

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

#### 6.5. Payment

##### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

### 6.5.2 SACC Manual Clauses

H1000C    Single Payment                      2008-05-12

### 6.5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$Adjustment = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (i.e  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

## 6.6. 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:

- a) 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: \_\_\_\_\_

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

## 6.7 Certifications

### 6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.8 Applicable Laws

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

## 6.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" – Public Services and Procurement Canada – Cooling Unit Specifications;
- (d) the Contractor's bid dated \_\_\_\_\_.

## 6.10 SACC Manual Clauses (Use applicable clauses)

The following clauses set out in the SACC Manual must form part of this Contract:

A1009C	Work Site Access	2008-05-12
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Hazardous Materials	2006-06-16
G1005C	Insurance	2008-05-12

## 6.11 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.

## 6.12 Preparation for Delivery

The equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to Public Services and Procurement Canada personnel at the final delivery location.

Any attempt by the carrier to deliver equipment will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery (Please give at least one week notice in order to make delivery arrangements). When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

## 6.13 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to 475 Paul Benoit Driveway, Ottawa, ON. 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.

**Item 001** - the contact person for delivery is: \_\_\_\_\_ **(to be inserted by PWGSC at time of contract award)**.

## 6.14 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 Crown. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

## 6.15 Material

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

## 6.16 Spare Part Availability

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by Public Services and Procurement Canada, or its authorized agents, for a period of ten (10) years.

## 6.17 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).

### **6.18 Interchangeability**

Unless changes during the production run are authorized by PWGSC, all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

### **6.19 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:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

The Contractor 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.

# **ANNEX “A” - PUBLIC SERVICES AND PROCUREMENT CANADA – COOLING UNIT SPECIFICATIONS**

<b>TYPICAL SPECIFICATION FOR AIR CONDITIONING SYSTEM (AC-1 and AC-2) and (COND-1 and COND-2) Project No. R.065220, Bldg 475 Uplands</b>		
	<b>MET</b>	<b>NOT MET</b>
<b>1.0 TYPICAL for AC-1 and ac-2</b> The Critical Cooling system must be self-contained, factory-assembled unit with down flow air delivery. The system must have a net total cooling capacity in the range between 48.9 – 55.5 KW with a net sensible cooling capacity in the range between 44.0 – 50.5 KW based on an entering air temperature of 24°C dry bulb and 16°C wet bulb, 45% RH. The unit must be supplied with 575 volt 3 ph 60 Hz electrical service, 39.5 FLA, 42.5 WSA, 50 ODP. Net capacities must include losses due to fan motor heat. The system cooling capacity must be factory-certified per ASHRAE127-2007.		
<b>2.0 Frame</b> The frame must be MIG welded, formed sheet metal. It must be protected against corrosion either using the auto-phonetic coating process or hot zinc plated sheet metal.		
<b>3.0 DOWN FLOW AIR SUPPLY</b> The supply air must exit from the bottom of the unit; the return air must enter the unit from the top.		
<b>4.0 EXTERIOR PANELS</b> The exterior panels must be insulated with a minimum 25mm, 0.68 kg density fiber insulation. The main front panel must have captive 1/4 turn fasteners.		
<b>5.0 FILTERS</b> The filter chamber must be located within the cabinet, and filters must be removable from the top of the unit. Filters must be arranged in a V-bank configuration to minimize air pressure drop. Filters must be deep pleated 100mm filters with an ASHRAE 52.2 MERV8 rating (45% ASHRAE 52.1)		
<b>6.0 FAN SECTION</b> The blower section must be either belt driven or direct drive and capable of producing air flow rate in a range between 3200 - 3540 l/s at an external static pressure of 50pa. The fans must be the centrifugal type, double-width and double-inlet, and must be dynamically balanced as a		

completed assembly. The shaft must be heavy duty steel with self-aligning, permanently sealed, pillow block bearings with a minimum L3 life of 200,000 hours. The fans must draw air through the V-frame coil to ensure even air distribution and maximum coil performance. A static regain duct must be factory-installed on the bottom of the blower.		
<b>7.0 MOTOR</b> The fan motor must be Open Drip-Proof, Premium efficiency and must meet NEMA Premium standard 2237 W at 1750 rpm @ 60Hz, mounted to an automatic, spring-tensioning base. The motor must be removable from the front of the cabinet.		
<b>8.0 DRIVE PACKAGE</b> The unit must be equipped with either electronically communicated variable speed direct drive or belt drive package. Drive package must be sized for 200% of the fan motor horsepower. An auto-tension system must provide constant tension on the belt package.		
<b>9.0 INFRARED HUMIDIFIER</b> A humidifier must be factory-installed inside the unit. Bypass air slots must be included to enable moisture to be absorbed into the air stream. The humidifier capacity must be a minimum of 10 Kg./hr. The humidifier must be removable from the front of the cabinet. The humidifier must be either infrared type or modulating steam generating type with disposable canister. The infrared humidifier type consists of high-intensity quartz lamps mounted above and out of the water supply. The humidifier pan must be stainless steel and arranged to be removable without disconnecting high-voltage electrical connections. The complete humidifier section must be pre-piped, ready for field connection to the water supply. The humidifier must be equipped with an automatic water supply system and must have an adjustable water-overfeed to prevent mineral precipitation. A high-water detector must shut down the humidifier to prevent overflowing. A factory-provided air-gap must prevent backflow of the humidifier supply water.		
<b>10.0 REHEAT</b> The environmental control unit must include a factory-installed reheat to control temperature during dehumidification. The electric reheat coils must be low watt density, 304/304 stainless steel fin tubular construction, protected by thermal safety switches, must be in a range between 10-15 kW and controlled in three stages. The reheat elements must be removable from the front of the cabinet.		
<b>11.0 DUAL REFRIGERATION SYSTEM</b>		

Each unit must include two (2) independent refrigeration circuits and must include liquid line filter dryers, refrigerant sight glass with moisture indicator, externally equalized expansion valves and liquid line solenoid valves. Compressors must be located outside the airstream and must be removable and serviceable from the front of the unit.		
<b>12.0 SCROLL COMPRESSORS</b> The compressor must be scroll-type. The compressor must be suction gas cooled motor, vibration isolators, thermal overloads, automatic reset high pressure switch with lockout after three failures, rotalock service valves, pump down low pressure transducer, suction line strainer and a maximum operating speed of 3500 RPM.		
<b>13.0 CRANKCASE HEATERS</b> The compressors must include crankcase heaters, powered from the indoor unit electric panel.		
<b>14.0 EVAPORATOR COIL</b> The evaporator coil must be either "A-frame" design with offset orientation or slab coil with hydrophilic coating design for avoiding condensation carry over. It must be constructed of rifled copper tubes and aluminum fins and must have a maximum face velocity of 1.63 m per second at 3540 l/s. A stainless steel condensate drain pan must be provided.		
<b>15.0 R-407C REFRIGERANT</b> The system must be designed for use with either R-407C refrigerant or R-410A, which meets the EPA clean air act for phase-out of HCFC refrigerants.		



## 16.0 MICROPROCESSOR CONTROL

Built-in microprocessor-based with a 230mm color touch screen display and must be mounted in an ergonomic, aesthetically pleasing housing. The display and housing must be viewable while the front panel is open or closed. The controls must be menu-driven. The system must display user menus for active alarms, event log, graphic data, unit view/status overview (including the monitoring of room conditions, operational status in percentage of each function, date and time), total run hours, various sensors, display setup and service contacts. A password must be required to make system changes. Service menus must include set points, standby settings (lead/lag), timers/sleep mode, alarm setup, sensor calibration, maintenance/wellness settings, options setup, system/network setup, auxiliary boards and diagnostics/service mode.

- **Password Protection** – It must contain two unique passwords to protect against unauthorized changes. An auto hide/show feature must allow the user to see applicable information based on the login used.
- **Unit Backup and Restore** - The user must be able to create safe copies of important control parameters. It must have the capacity for the user to automatically backup unit configuration settings to internal memory or USB storage drive. Configuration settings may be transferred to another unit for a more streamlined unit startup.
- **Parameter Download** – It must enable the user to download a report that lists parameter names, factory default settings and user programmed settings in .csv format for remote reference.
- **Parameter Search** - It must have search fields for efficient navigation and parameter lookup.
- **Setup Wizards** - It must contain step-by-step tutorials or wizards to provide easy setup of the control.
- **Context-Sensitive Help** - It must have an onboard help database. The database must provide context-sensitive help to assist with setup and navigation of the menus.
- **Display Setup** - The user must be able to configure the display information based on the specific user's preference. Language, units of measure, screen contrast, home screen layout, backlight timer and the hide/show of certain readouts must be configurable through the display.
- **Additional Readouts** - The display must enable the user to configure custom widgets on the main screen. Widget options will include items such as fan speed, call for cooling, call for free-cooling, maintenance status, call for hot water reheat, call for electric reheat, call for dehumidification, call for humidification, airflow, static pressure, fluid flow rate and cooling capacity.
- **Status LED's** – It must show the unit's operating status using an integral LED. The LED must indicate if the unit has an active alarm; if the unit has an active alarm that has been acknowledged; or if the unit is On, Off or in standby status.

<ul style="list-style-type: none"> <li>• <b>Event Log</b> – It must automatically store the last 400 unit-only events (messages, warnings, and alarms).</li> <li>• <b>Service Contact Information</b> – It must be able to store the local service or sales contact information.</li> <li>• <b>Upgradeable</b> - Upgrades must be performed through a USB connection.</li> <li>• <b>Timers/Sleep Mode</b> – The menus must allow various customer settings for turning the unit On or Off.</li> <li>• <b>Menu Layout</b> - The menus must be divided into two main menus: User and Service. The User screen must contain the menus to access parameters required for basic unit control and setup. The Service screen must be designed for service personnel and must provide access to advanced control setup features and diagnostic information.</li> <li>• <b>Sensor Calibration</b> - The menus must allow unit sensors to be calibrated with external sensors.</li> <li>• <b>Maintenance/Wellness Settings</b> - The menus must allow reporting of potential component problems before they occur.</li> <li>• <b>Options Setup</b> - The menus must provide operation settings for the installed components.</li> <li>• <b>Auxiliary Boards</b> - The menus must allow setup of optional expansion boards.</li> <li>• <b>Various Sensors:</b> The menus must allow setup and display of optional custom sensors. The control must include four customer accessible analog inputs for field-supplied sensors. The analog inputs must accept a 4 to 20mA signal. The user must be able to change the input to 0 to 5VDC or 0 to 10VDC. The gains for each analog input must be programmable from the front display. The analog inputs must be able to be monitored from the front display.</li> <li>• <b>Diagnostics/Service Mode</b> – It must be provided with self-diagnostics to aid in troubleshooting. The microcontroller board must be diagnosed and reported as pass/not pass. Control inputs must be indicated as On or Off at the front display. Control outputs must be able to be turned On or Off from the front display without using jumpers or a service terminal. Each control output must be indicated by an LED on a circuit board.</li> </ul>	
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<b>17.0 ALARMS</b> All unit alarms must be annunciated through both audio and visual cues, clearly displayed on the screen, automatically recorded in the event log and communicated to the customers Building Management System/Building Automation System. It must activate an audible and visual alarm in event of any of the following conditions: <ul style="list-style-type: none"> <li>• High Temperature</li> <li>• Low Temperature</li> <li>• High Humidity</li> <li>• Low Humidity</li> <li>• Change Filters</li> <li>• Loss of Air Flow</li> <li>• Loss of Power</li> <li>• Humidifier Problem</li> <li>• High Head Pressure</li> <li>• Low Suction Pressure</li> <li>• Custom Alarms</li> </ul> Each alarm (unit and custom) must be separately enabled or disabled, selected to activate the common alarm and programmed for a time delay of 0 to 255 seconds.		
<b>18.0 STANDBY LEAD-LAG</b> It must allow scheduled rotation to keep equal run time on units and provide automated emergency rotation of operating and standby units.		
<b>19.0 Locking Disconnect Switch</b> The manual disconnect switch must be mounted in the high-voltage section of the electrical panel. The switch must be accessible from the outside of the unit with the door closed and must prevent access to the high-voltage electrical components until switched to the Off position.		
<b>20.0 Seismic Rated Floor Stand</b> The floor stand must be seismic rated and must be bolted to the unit frame.		
<b>21.0 Floor Stand Turning Vane</b> A turning vane must be supplied with the floor stand and must be designed for the specified floor stand height.		
<b>22.0 Air-Cooled Systems</b>		

The indoor evaporator unit must include refrigerant piping, with a factory holding charge of nitrogen. The hot-gas and liquid lines must be spun shut and must include a factory-installed Schrader valve. Field-relief of the Schrader valve must indicate a leak-free system.		
<b>TYPICAL FOR COND-1 and COND-2</b>		
<b>23.0 Air-Cooled Condenser</b> The roof mounted outdoor air-cooled condenser must be the low profile, multiple direct drives, propeller fan type. The condenser must balance the heat rejection of the compressor at 35°C. The condenser must be constructed of aluminum and contain a copper tube, aluminum fin coil arranged for vertical air discharge. Electrical: 575 Volt, 3-phase, 60 Hz, 4.2 FLA, 4.6 WSA, 15 ODP.		
<b>24.0 Winter Control System</b> The winter control system for the air-cooled condenser package must allow startup and positive head pressure control with ambient temperatures as low as -34.4°C. The package must include the following components for each refrigeration circuit: insulated receiver, pressure relief valve, head pressure three-way control valve and rotalock valve for isolating the refrigerant charge. The receiver must be factory-insulated and mounted ready for the field-connection to the air-cooled condenser. The heater must require a separate power supply of 120 volt, single phase, 60 Hz, 1.4 FLA, 1.8 WSA, 15 OPD each heater, requires two heaters.		
<b>25.0 Condenser Disconnect Switch</b> A disconnect switch must be factory-mounted and wired to the condenser control panel, accessible from the exterior.		
<b>PHYSICAL OVERALL DIMENSIONS</b>		
<b>26.0 TYPICAL for AC-1 and ac-2</b> The overall dimensions must be not more than 2000mm high x 950mm deep x 2900mm long with a minimum 900mm maintenance access must be at the front and both sides of the unit.		
<b>26.0 TYPICAL for COND-1 and COND-2</b> The overall dimensions must be not more than 3200mm long x 1500mm wide x 1300mm high. Maintenance access must be at all sides and top of the unit.		