



**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**

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

**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

Title - Sujet Concentration Cell Ozonesondes	
Solicitation No. - N° de l'invitation K3D56-170161/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client K3D56-170161	Date 2016-10-12
GETS Reference No. - N° de référence de SEAG PW-\$TOR-006-7178	
File No. - N° de dossier TOR-6-39068 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-31	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kim, Raquel	Buyer Id - Id de l'acheteur tor006
Telephone No. - N° de téléphone (905) 615-2073 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

THE SOLICITATION AMENDMENT No. 02 IS RAISED TO ANSWER QUESTIONS FROM THE INDUSTRY.

QUESTIONS AND ANSWERS

Question #01:

Page 1 – In the lower box on the right side there is a box left blank with the top of the box stating: Delivery Offered – Livraison propose'e
How should this box be filled out? Is it completed by the bidder or the shipping company that the proposed bidder is using?

Answer #01:

The Bidder should fill out the "Delivery Offered" in accordance with the required delivery dates as per section 6.4.2 of the RFP.

Question #02:

Page 6 – Part 4.1.2.1 -- No. 2
The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
What does 'Applicable Taxes Excluded' suggest to the bidder?

Answer #02:

When evaluating the financial bid, the price that will be used will not include the applicable taxes, which are Goods and Services Tax/Harmonized Sales Tax (GST/HST).

The resulting contract will include the applicable taxes in the total estimated price.

Question #03:

Page 7 – Part 4.2.1 Mandatory Technical Criteria
SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria
What does this mean? What is the Mandatory Technical Criteria? Outside of explaining and providing precise technical criteria is there anything else the Canadian government may require?

Answer #03:

The link for the SACC Manual, as provided in the Request for Proposal, is as follows:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

SACC Manual Clause A0031T states:

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.

In addition, please refer to Part 4 - Evaluation Procedures and Basis of Selection, which includes the Mandatory Technical Criteria and Mandatory Technical Criteria and Mandatory Financial Criteria.

Question #04:

Page 7 – Part 5 – Certifications and Additional Information - 5.2 Certification Precedent to Contract Award and Additional Information
What certifications are necessary to completely satisfy this bid?

Answer #04:

Please refer to section 5.2.1 Integrity Provisions – Required Documentation, which pertains to required certifications precedent to contract award and additional information, in accordance with Ineligibility and Suspension Policy. Please refer to the following link to determine the required documentation to submit, as applicable (e.g. list of the names of all current directors). (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>)

Please refer to section 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification of the RFP, which states that:

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#afed).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

Question #05:

Page 8 – Part 5 – Certifications and Additional Information – 5.2.2 Federal Contractors Program for Employment Equity – Bid Certification

At this website:

http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page

On the first page of the website there is a clause that reads the following:

- have received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).
- As we are plan this bid to the 'Public Works and Government Services' for the Department of the Environment Canada it appears that the amounts over a 5 year period will be in excess of \$1,000,000 CAD (Canadian Dollars).
- Due to what is stated above for the Federal Contractors Program would this 'Program' apply to our small business located in the USA?

Answer #05:

The FCP applies to:

1. Canadian suppliers and foreign suppliers with a resident work force in Canada of 100 or more permanent full-time and/or permanent part-time employees.

2. Goods and services contracts/standing offer agreements/supply arrangements valued at \$1,000,000 (including all applicable taxes) or more (referred to as "contracts" throughout this document) covered by the *Government Contracts Regulations* (GCRs) and the Contracting Policy.
3. All good and services contracts for solicitation of bids for contractors declared "ineligible".

Question #06:

Page 10 – Part 6 Resulting Contract Clauses – 6.6.1 Basis of Payment – Firm Unit Price

'Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____ CAD (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

Is this 'blank' filled out by the Contracting Authority that receives and opens the bid?
Also, it appears that this will be filled out after the bid opening, is it correct in assuming this?

Answer #06:

This portion will be filled out by the Contracting Authority upon contract award.

Question #07:

Page 10 – Part 6 Resulting Contract Clauses – 6.6.2 Limitation of Price

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

Can the Contracting Authority elaborate about what the parameters of this statement imply?

Answer #07:

Please refer to the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/6>

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.

Question #08:

Page 10 - Part 6 Resulting Contract Clauses – 6.6.3 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

Can the Contracting Authority elaborate about what the parameters of this statement imply?

Also, can the Contracting Authority elaborate since the contract is over a 5 year period does that mean that the contractor will be paid annually at the completion of each years obligation during the contract or will the contractor be paid in one lump sum at the end of the 5 year period for the work performed?

Answer #08:

Please refer to the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

Single payment will be made upon completion of all work and deliveries for each period in accordance with Annex B-Basis of Payment of the RFP.

Question #09:

Page 11 - Part 6 Resulting Contract Clauses – 6.11 SACC Manual Clauses
B1501C (2006-06-16) Electrical Equipment

How do we cross reference our equipment provided to the SACC Manual Clauses to make sure that we are compliant?

Answer #09:

Please refer to amendment 01.

Question #10:

Page 11 - Part 6 Resulting Contract Clauses – 6.12 Insurance
SACC Manual clause G1005C (2016-01-28) Insurance

What are the minimum operating insurance requirements/necessities to bid this project?

Answer #10:

Please refer to the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Question #11:

Page 18 – Annex D – Part A2 and A3

Can the Contracting Authority clarify what the following means:

The Bidder certifies being a public sector employer?

The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act?

Answer #11:

Please refer to the following link for further details:

http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/regulated_industries.page

Question #12:

Page 18 – Annex D – Part A5 – Q A5.1

Can the Contracting Authority clarify what the following means:

The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour?

Answer #12:

Please refer to the following link for further details:

<http://www.servicecanada.gc.ca/fi-if/index.jsp?app=prfl&frm=lab1168&lang=eng>

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED.