

**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> LIGHT DUTY TRANSIENT DYNAMOMETER	
<b>Solicitation No. - N° de l'invitation</b> K8A21-110150/B	<b>Date</b> 2012-12-07
<b>Client Reference No. - N° de référence du client</b> K8A21-110150	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-604-61716	
<b>File No. - N° de dossier</b> hs604.K8A21-110150	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-21</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<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> Bertrand(hs604), Alain	<b>Buyer Id - Id de l'acheteur</b> hs604
<b>Telephone No. - N° de téléphone</b> (819) 956-4025 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT AIR QUALITY RESEARCH 335 RIVER RD OTTAWA Ontario K1A0H3 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**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (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	LIGHT DUTY TRANSIENT AC ENGINE DYN AMOMETER	K8A21	K8A21	2	Each	\$		XXXXXXXXXXXX	See Herein	
2	Optional Warranty for one (1) year Twelve months (12) extended warranty starting one (1) year after final delivery. • The option if exercise will be at date of contract.	K8A21	K8A21	1	Each	\$		XXXXXXXXXXXX	See Herein	
2	Optional Warranty for two (2) year s Twenty four months (24) extended warranty starting one (1) year after final delivery. • The option if exercise will be at date of contract.	K8A21	K8A21	1	Each	\$		XXXXXXXXXXXX	See Herein	

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hs604

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under the attached Annex A.

The requirement also includes an option to purchase a warranty extension of twelve (12) or twenty four (24) months effective from the date of the final delivery. The optional warranty extensions if exercised, will be made by the effective contract date.

### 3. Debriefings

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

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

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

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

### 4. Applicable Laws

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

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

## **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** 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**

### **1. Bid Preparation Instructions**

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and 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;
- (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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

#### **1. Equivalent Products**

- 1. Products that are equivalent in form, fit, function, quality and performance 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 equivalent 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 equivalent 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 equivalent product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function, quality and performance 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 equivalent product; or
  - (b) the equivalent product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering an equivalent product to demonstrate, at the sole cost of bidders, that the equivalent product is equivalent to the item specified in the bid solicitation.

## 2. Samples

### 2.1 Substitute Product and Replacement Part Number from OEM - Samples

If the Bidder offers a substitute product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **fourteen (14)** calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## Section II: Financial Bid

## 1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in the “Line Item Detail” only.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

## 2. SACC Manual Clauses

### 2.1 Exchange Rate Fluctuation

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

any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### **Section III: Certifications and Additional Information**

#### **1. Certifications**

Bidders must submit the certifications required under Part 5.

#### **2. Additional Information**

Canada requests that bidders submit the following information:

##### **2.1 Delivery**

While delivery is requested by 29 March 2013, Bidders should indicate the best delivery that could be offered in the "Line Item Detail".

##### **2.2 Supplier's Representatives**

Canada requests that Bidders provide information for the contact person responsible for:

#### **General enquiries**

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

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

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

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

#### **Delivery follow-up**

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

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

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

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

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## **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**

##### **1.1.1 Mandatory Technical Evaluation Criteria - Substitute Products**

Bidders proposing a substitute product must meet the following criteria:

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

#### **1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

The price for the optional warranty periods will be added and averaged.

### **2. Basis of Selection**

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

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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

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

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- 
- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

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

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Financial Capability**

**SACC Reference**

A9033T

**Title**

Financial Capability

**Date**

16/05/11



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## PART 7 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the attached Annex A.

#### 2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual, (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (16/05/11) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Complete Delivery

The Contractor must make the delivery as detailed under the "Line Item Detail".

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alain Bertrand

Supply Specialist

Public Works and Government Services Canada

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Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone : 819-956-4025  
Facsimile: 819-956-5227  
E-mail address: alain.bertrand@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Procurement Authority

The Procurement Authority for the contract is:

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## 5.3 Contractor's Representatives

### General enquiries

Name: **to be inserted by PWGSC** \_\_\_\_\_

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

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

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

**Delivery follow-up**Name: **to be inserted by PWGSC** \_\_\_\_\_

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

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

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

**6. Payment****6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra, as specified in the "Line Item Detail".

**6.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C2000C	Taxes - Foreign-based Contractor	30/11/07
C6000C	Limitation of Price	16/05/11
H1000C	Single Payment	12/05/08

**6.3 Exchange Rate/Payment on Delivery**

- The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
- The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
- No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
- On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
- Canada will have the right to audit any revision to costs and prices under this clause.

## 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 on the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original copy must be forwarded to the Procurement Authority to the following address for certification and payment.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**Attention to:** \_\_\_\_\_

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

## 11. SACC Manual Clauses

SACC Reference	Title	Date
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian-based Contractors	16/05/11
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10
D9002C	Incomplete Assemblies	30/11/07
G1005C	Insurance	12/05/08

## 12. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the Contractor's standard commercial practices.

## 13. Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination) as specified below. 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** . The goods must be delivered to **to be inserted by PWGSC** .

## **Specifications for Light Duty Alternating Current (AC) Engine Dynamometer for Compliance and Enforcement Exhaust Emissions Testing**

The Emissions Research and Measurement Section (ERMS) of Environment Canada requires two complete light duty AC electric engine dynamometers absorbing power up to at least 220 kW continuous, fully capable of conducting transient and steady state engine testing during exhaust emission measurements. The dynamometer controllers must have the ability to conduct custom testing either by entering the cycle points or preferably to interface with a computer. In the latter case, all necessary software has to be included in the package.

Technical Requirements for each dynamometer:

- The dynamometer must be an AC type electrical machine, come complete with a fully Regenerative Drive and a Controller. The control software and/or firmware must be included in the package. The controller must have an option for external data logging.
- The torque-measuring device should be inline and have an accuracy of at least 0.05%. It must be able to withstand the large torque peaks that are encountered as an engine rotates through its power cycles. An equivalent proven torque measurement technology may be acceptable.
- The system must be complete, and include the absorbing AC reversible machine (motor/generator) with forced air cooling and mounting frame, torque measuring flange including all mounting flanges and hardware, mechanical connections to the motor, power and signal cables, regenerative drive, dynamometer and engine throttle control system, all cables, wiring and software. A mechanical throttle actuator is not required, but may be included. The system must be a turnkey system, only requiring a driveshaft, an engine and connection to the laboratories electrical grid in order to conduct a valid test. The engine, engine mounting, bedplate, Constant Volume Sampling System (CVS), intake system, exhaust gas measurement equipment and data acquisition will be the responsibility of ERMS and not part of this contract. The successful bidder must provide support so that the system can be fully integrated with the ERMS equipment.
- The AC dynamometer system must have at least the following continuous absorbing and motoring capabilities:
  - Up to 220 kW of power in the speed range of 4500 to 8000 revolutions per minute (rpm).
  - 160 kW of power at 12000 rpm.
  - 350 Nm below 100 rpm.
  - 465 Nm of torque from 100 rpm to 4500 rpm.
  - 125 Nm of torque at 12000 rpm.
- The dynamometer system must also have the following capabilities:
  - The speed range will be from 0 to 12000 rpm.
  - The maximum speed must be at least 12000 rpm
  - The overload of the system must be at least 125% at speeds less than 7000 rpm for at least 60 seconds every 15 minutes.
  - The AC dynamometer motor, with the connecting flange, fasteners and the torque-measuring device must have a combined inertia of at most 1.5kgm<sup>2</sup>.

- Powered from three phase 460, 480 or 600 volts AC at 60 Hz. Other voltages may be considered.
- ERMS must be provided with a torque versus speed graph prior to accepting any bid to verify that the dynamometers torque curve will be appropriate for our requirements.
- The included controller must:
  - Be complete and have all wiring and software necessary to allow the user to easily input any desired steady state or transient engine testing cycle in order to conduct a valid engine test, without requiring any other additional item that has not been supplied under this contract.
  - Have a display indicating its current state, any faults and the controller mode.
  - Have the ability to interface with an external computer for control and data logging. The ERMS supplied external computer will have an Ethernet port, USB-2 port and RS232 port which can be used for facilitating this interface. If another type of interface is required, the vendor will supply it.
  - Allow both transient testing and steady state testing.
  - Allow for Proportional-Integral-Derivative (PID) control of speed, torque and throttle position of a tested engine.
  - Be capable of controlling a dynamometer and Engine running a Heavy Duty Transient Cycle as specified in the Federal Register, CFR 40 part 86. Heavy Duty transient test cycles must be able to run such that the data will be valid as specified in the CFR 40 part 86-1341, Test Cycle Validation Criteria.
  - Have built-in safety features such as over speed, excessive torque, high AC motor bearing temperatures and high engine coolant temperature.
  - Powered from 120 or 240 volts AC.
- The work has to include:
  - Delivery of the equipment, installation support, options for on-site start-up and commissioning.
  - Complete assembly, electrical, installation and operating documentation.
- The successful bidder must demonstrate that they are a competent supplier of equipment in the field of engine emission testing. To do this they must provide references to previous installations that they have provided. Bidders must be aware that ERMS may contact these references, at its own discretion, for clarification and validation purposes and to verify the bidders' capability to respect schedule, budget and the technical requirement. ERMS may reject any bid if it is found that the bidder has had delivery and/or reliability problems with other installations. If ERMS finds technical or scientific inaccuracies in the information obtained from the vendor it may also choose to reject the bid. If the bidder has no previous experience providing dynamometer equipment for emissions testing ERMS may reject the bid.