

**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> BAG MINI DILUTER SAMPLING SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> K8A21-130078/A	<b>Date</b> 2014-03-21
<b>Client Reference No. - N° de référence du client</b> K8A21-130078	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-333-64900	
<b>File No. - N° de dossier</b> hn333.K8A21-130078	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-05-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chow, Mejuine	<b>Buyer Id - Id de l'acheteur</b> hn333
<b>Telephone No. - N° de téléphone</b> (819) 956-6283 ( )	<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 THE ENVIRONMENT AIR QUALITY RESEARCH 335 RIVER RD SCIENCE & TECHNOLOGY 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  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, 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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>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.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	BAG MINI DILUTER SAMPLING SYSTEM SEE ANNEX A FOR FULL SPECS ON BAG MINI DILUTER SYSTEM & ULTRASONIC GAS FLOW METER. •	K8A21	K8A21	1	Each	\$	XXXXXXXXXXXX	See Herein	

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### **ANNEX A Requirement**

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein at Annex A and in the quantities stated at page 2.

#### 2.1 Delivery Requirement

Delivery is requested to be completed by August 29, 2014.

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) 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) calendar days

## 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2007-11-30

## 2. Submission of Bids

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

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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 USING TECHNICAL/DESCRIPTIVE LITERATURE.**

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### Section III: Certifications & Additional Information

#### 1.2 Certifications

Bidders must submit the certifications required under Part 5.

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File No. - N° du dossier

hn333K8A21-130078

CCC No./N° CCC - FMS No/ N° VME

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### 1.3 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is \_\_\_\_\_.

### 1.4 Contractor Representatives

Name and telephone number of the person responsible for :

#### General enquiries

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

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

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

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

#### Delivery follow-up

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

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

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

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

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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.

#### **Evaluation Criteria**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

#### **1.1 Technical Evaluation**

The following Mandatory requirement must be submitted with the bid for evaluation:  
Technical compliance (description of item 1 at Annex A herein).

#### **1.2 Financial Evaluation**

##### **Pricing Basis**

The bidder must quote firm unit price in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

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

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 on an aggregate basis will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

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

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

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

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

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

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein at Annex A and in the quantities stated at page 2.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010A (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (*Delivery as offered and as accepted will be inserted at contract award*).

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hn333

Client Ref. No. - N° de réf. du client  
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File No. - N° du dossier  
hn333K8A21-130078

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mejuine Chow  
Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - HN Division  
7B3, Place du Portage, Phase III  
11 Laurier Street  
Gatineau (QC) K1A 0S5

Telephone: (819) 956-6283 Facsimile: (819) xxx-xxxx  
E-mail address: [mejuine.chow@pwgsc-tpsgc.gc.ca](mailto:mejuine.chow@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 Technical Authority

The Technical Authority for the Contract is:

Name: will be inserted at contract  
Title: will be inserted at contract  
Telephone: (xxx) xxx-xxxx  
Facsimile: (xxx) xxx-xxxx  
E-mail: will be inserted at contract

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.

### 5.3 Contractor's Representative

Name and telephone number of the person responsible for:

#### General Enquiries

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

#### Delivery Follow-up

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract. Transportation charges to destination and all applicable Customs duties and Excise tax are included while Applicable Taxes are extra.

### 6.2 Limitation of Price

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

### 6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12
H1000C	Single Payment	2008-05-12

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to:

Environment Canada  
351 Saint-Joseph Blvd.  
Gatineau (QC) J8Z 1T3  
Attention: \_\_\_\_\_.

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

Department of Public Works and Government Services - HN Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau (QC) K1A 0S5  
Attention: Mejuine Chow.

## 8. Certifications - Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_ (*date of bid*), as clarified/amended on \_\_\_\_\_ (*if applicable*).

## 11. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

### 11.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Science & Technology (Ottawa, ON), Incoterms 2000 for shipments from a commercial contractor.

### 11.2 Shipping - Scheduling

The Contractor must deliver the goods to Environment Canada by appointment only. The Contractor or its carrier must arrange an appointment by contacting the individual designated below prior to delivery. The consignee may refuse shipments when prior arrangements have not been made.

335 River Road  
 Ottawa, ON  
 Telephone: \_\_\_\_\_

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## ANNEX A

### REQUIREMENT

#### **Mini Bag Diluter system**

- Fixed and known dilution ratio throughout test cycle; Design Dilution ratio of 5:1
- +/- 1% accuracy for dilution ratio
- For use with gasoline & diesel vehicles (including Gas Direct Injection (GDI))
- Capability to test vehicles with exhaust volume flow rates up to 300 cfm
- Low flow shut off (for hybrid electric vehicles)
- Critical Flow Venturi (CFV) used for sample and diluent flow rate control
- Dilution ratio corrected for water content based on fuel properties
- CFV flow corrected for gas composition
- Bag flow proportional to exhaust flow; rate scaled to vehicle & test phase
- Dilution gas & sample probes heated; heated dilution air & flow control apparatus
- Real time humidity correction for bag fill control
- Water corrections factors - based on fuel properties and air –fuel ratio

#### **Ultrasonic Gas Flow meter**

- Gas transport time accounted for in control sequence

**Proportionality response** Typically 1.1 seconds total response time:

$T_{90} < 0.300$  seconds for MFC plus gas transport time to Mass Flow Controller.