

RETURN BIDS TO :

RETOURNER LES SOUMISSIONS À:

Environment Canada Bids
Mailroom
171 Jean-Proulx
Gatineau, Quebec
J8Z 1W5

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To:

ENVIRONMENT 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 thereof.

Instructions : See Herein

Proposition au:

MINISTERE ENVIRONNEMENT 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-annexées, au(x) prix indiqué(s)

Instructions: Voir aux présentes

Comments - Commentaires

**Vendor/Firm Name and address
Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office – Bureau de distribution

**NCR MATERIEL MANAGEMENT AND CONTRACTING
CORPORATE SERVICES BRANCH
ENVIRONMENT CANADA
200 SACRE-COEUR, 3RD FLOOR
GATINEAU, QC J8Z 1T3**

Request for Proposal	
Title – Sujet Canadian market information concerning Large Spark-Ignition and Small Spark-Ignition Engines	
Solicitation No. – N° de l'invitation 5000016209	Date 21-August-2015
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG 5000016209	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 03 :00 PM on – le 4-September-2015	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Beyan AL-Ghosen CONTRACTING OFFICER NCR MATERIEL MANAGEMENT AND CONTRACTING CORPORATE SERVICES BRANCH ENVIRONMENT CANADA 200 SACRE-COEUR, 3RD FLOOR GATINEAU, QC J8Z 1T3 E-Mail: beyan.alghosen@ec.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 819.938.3820	FAX No. – N° de FAX 819.953.8235
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
Delivery required - Livraison exigée	Delivered Offered – Livraison propose
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Security requirement
3. Summary
4. Debriefing

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

Appendix "A" – LSI Machine Type Categories

Appendix "B" – SSI Machine Type Categories

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

2. Security Requirement

There is no security requirement associated with this requirement

3. Statement of Work (SOW)

Emissions from off-road engines contribute to air pollution which leads to adverse human health and negative environmental impacts.

In Canada, emissions from off-road small spark-ignition (SSI) engines are currently regulated by means of the *Off-Road Small Spark-Ignition Engine Emission Regulations* which were published in the Canada Gazette, Part II, on November 19, 2003¹, and align exhaust emissions standards for engines of the 2005 and later model year with the Phase 2 standards of the United States (U.S.) Environmental Protection Agency (EPA). These engines are defined as those using a spark plug or other sparking device and developing no more than 19 kilowatts of power. Off-road SSI engines are typically found in lawn and garden machines (hedge trimmers, brush cutters, lawnmowers, garden tractors, snowblowers, etc.); in light-duty industrial machines (generator sets, welders, pressure washers, etc.); and in light-duty logging machines (chainsaws, log splitters, shredders, etc.). In 2008, the U.S. EPA published new evaporative and Phase 3 exhaust standards for these types of products which were phased-in in the U.S. starting with the 2010 and 2011 model years, respectively. All SSI engines in Canada are imported, as there is no domestic engine production presently.

Air pollutant emissions from off-road large spark-ignition (LSI) engines are presently regulated in the U.S. by means of the EPA's "Tier 2" emission standards, but there are no existing regulations

¹ *Off-Road Small Spark-Ignition Engine Emission Regulations*. Canada Gazette, Part II: publications.gc.ca/gazette/archives/p2/2003/2003-11-19/pdf/g2-13724.pdf (accessed in November 2013).

for LSI engine emissions in place in Canada. All LSI engines used domestically are believed to be imported from other countries, as there are no businesses operating in Canada that can be classified as manufacturers of LSI engines. Even though LSI engines entering the Canadian market are not required to comply with the Tier 2 standards, it is estimated that many of these engines in Canada already comply with them. Many imported LSI engines are installed in machines by Canadian businesses and sold domestically and abroad. These engines are defined as those off-road engines using a spark plug or other sparking device and developing more than 19 kilowatts of power. Off-road LSI engines are usually powered by gasoline, propane or natural gas and are used to power forklifts, generators, and many other farm, industrial and construction machines.

The complete Statement of Work is attached in Annex E-1.

4. 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](http://sacc.pwgscc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgscc.gc.ca/sacc/index-e.jsp>) 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 Standard Instructions - Goods or Services - Competitive Requirements dated 19 November 2012, 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

1.1 SACC Manual Clauses

1.1.1 Sole Source Price Support

In the event that the Bidder's bid is the sole bid received, the Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labor, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or

- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

2. Submission of Bids

Bids must be submitted only to:

Environment Canada (Bids)
Mailroom
171 Jean-Proulx
Gatineau, Quebec
J8Z 1W5

by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Environment Canada will not be accepted.

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.

5. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (three hard copies)
Section II: Financial Bid (three hard copies)
Section III: Certifications (three hard copies)

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

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.

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.

The technical bid shall address all mandatory technical criteria specified herein.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The financial bid shall be submitted in accordance with the basis of payment detailed herein. Costs must not appear in any other area of the proposal except in the financial bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three

responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.2 Point Rated Technical Criteria

The proposal must include a detailed description of the approach, methodology, data sources, schedule, work plan describing how the Contractor would carry out the study to achieve the above objectives and a contingency plan for dealing with possible problems and challenges that could arise that would impact the quality and/or delivery of the project. Any relevant information to enable Environment Canada to adequately score the proposal based on the criteria listed below must be clearly included.

	Technical Rating Criteria	Maximum Score	Score
R1	APPROACH and METHODOLOGY	Maximum: 30 points	
	<p>Proposal demonstrates a comprehensive methodological approach to complete all aspects of the project including:</p> <p>(30) The description of the technical approach, method and sources of data includes an explanation of each step that will be undertaken to meet each Task in the Statement of Work. The approach and method are complete, realistic and technically feasible; the approach offers many advantages;</p> <p>(20) The description of the technical approach, method and sources of data, including an explanation of each step that will be undertaken to meet each Task in the Statement of Work, is (a) missing some details OR (b) not realistic or technically feasible. The approach offers advantages;</p> <p>(10) The description of the technical approach, method and sources of data, including an explanation of each step that will be undertaken to meet each Task in the Statement of Work, is (a) missing some details AND (b) not realistic or technically feasible. The approach offers some advantages;</p> <p>(0) The description of the technical approach, method and sources of data is incomplete and not realistic nor technically feasible and the approach has no advantages;</p>	30	
R2	WORK PLAN AND SCHEDULE	Maximum: 20 points	
A)	Proposal provides a detailed schedule and work plan which demonstrates a commitment to meeting the project objectives and deliverables on time and how quality assurance will be addressed through the project. The following rating scheme will	A) 12	

	<p>be used to evaluate this criterion:</p> <p>(12) The bidding company provided a detailed Work Plan with a clear and logical understanding of the Objectives of the Statement of Work and quality assurance was addressed.</p> <p>(10) Objectives of the Statement of Work and quality assurance were addressed. Some details are missing</p> <p>(5) The bidding company provided a Work Plan with some understanding of the Objectives of the Statement of Work and quality assurance but it is missing many details</p> <p>(0) The bidding company did not include a schedule or work plan</p>		
B)	<p>In the work plan, qualified and experienced personnel are assigned to each Task:</p> <p>(5) For each Task, all the personnel assigned to each Task are qualified and experienced to successfully complete the Task.</p> <p>(3) For some Tasks, the personnel assigned are not qualified and experienced to ensure successful completion of the Task</p> <p>(2) For most Tasks or for key Tasks, the personnel assigned are not qualified and experienced to ensure successful completion of the Task</p> <p>(0) The personnel assigned to each Task are not identified.</p>	B) 5	
C)	<p>Description of contingency plans/measures in place.</p> <p>(3) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are clearly described and demonstrate a solid approach and understanding of the project; the proposed solutions are realistic and within the scope of the project.</p> <p>(2) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are not clearly described or are incomplete, i.e., they are not entirely compatible with the proposed approach OR do not demonstrate a solid understanding of the project.</p> <p>(1) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are poorly described.</p> <p>(0) Problems, challenges and solutions are not identified.</p>	C) 3	
	A minimum of 70% is required for R1 and R2 35/50	50	

R3	PROJECT TEAM EXPERIENCE	Maximum: 20 points	
	<p>The project team (excluding the project manager) have a balance of team members who have the experience required to meet the objectives of this work. Proof of experience with similar work must be provided in the team members' resumes.</p> <p>NOTE: The experience of each team member will be summed to calculate a project team score.</p> <p>A) Does the team have experience in Canadian off-road machinery market profiles?</p> <p>1 point per year per team member, up to 10 years</p> <p>-----</p> <p>B) Does the team have experience in studying off-road machinery emission control technologies related to complying with emission standards?</p> <p>1 point per year per team member, up to 10 years</p>	<p>A) 10</p> <p>B) 10</p>	
R4	PROJECT MANAGER EXPERIENCE	Maximum: 30 points	
	<p>A) The project manager has the experience as a project manager for off-road machinery related matters required to meet the objectives of this work. Proof of experience with similar work must be provided in the project manager's resume.</p> <p>1 point per year of experience, up to 10 years.</p>	A) 10	
	<p>B) The project manager has the appropriate experience and skill set to manage projects of this nature.</p> <p>Up to two projects, related to off-road engine <u>market profiles</u> in Canada and the United States, will be evaluated.</p> <p>To be awarded points, a project description must contain at a minimum the following information:</p> <ul style="list-style-type: none"> • Project title, client name and industry sector; • Planned and actual dollar values allocated to the project; • Planned start and finish dates and actual start and finish dates of the project; • Nature of services provided for the project or study, a summary of methodologies and approaches employed; 	B) 10	

	<ul style="list-style-type: none"> • Summary of the project; and • Name of contact who may be contacted as a reference <p>5 points per project, up to 2 projects.</p>		
C)	<p>The project manager has the appropriate experience and skill set to manage projects of this nature?</p> <p>Up to two projects will be evaluated in relation to <u>off-road machinery emission control technologies related to complying with emission standards</u></p> <p>To be awarded points, a project description must contain at a minimum the following information:</p> <ul style="list-style-type: none"> • Project title, client name and industry sector; • Planned and actual dollar values allocated to the project; • Planned start and finish dates and actual start and finish dates of the project; • Nature of services provided for the project or study, methodologies and approaches employed; • Summary of the project; and • Name of contact who may be contacted as a reference <p>5 points per project, up to 2 projects.</p>	C) 10	
R5	Additional categories (bonus points)	10	
	5 additional points will be added to the total score if the information required to satisfy Tasks A, B and D can be supplied for the additional categories of machine listed in Appendix A	5	
	5 additional points will be added to the total score if the information required to satisfy Tasks A, C and D can be supplied for the additional categories of machine listed in Appendix B	5	
TOTAL MAXIMUM POINTS		100	
(excluding bonus points)			

Terms and conditions/Statement of Work

By submitting a bid, the bidder understands and agrees that it is offering to Canada to provide the services in strict conformity with all the terms and conditions contained herein, including the Statement of Work attached hereto as Annex "E-1."

2. Basis of Selection

The contract will be awarded to the firm obtaining the **lowest compliant cost per point** proposal (determined by dividing the bid price by the total points achieved in the evaluation of the bidder's proposal). In the event of a tie between the 2 proposals, the proposal receiving the highest score for the overall technical rating will be selected.

Basis of Selection “lowest cost per point”

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. obtain the required minimum **score of 70% for R1 and R2 and of 70% for R3 and R4** for the technical evaluation criteria which are subject to point rating.

Bids not meeting “(a) or (b)” will be declared non-responsive.

If no acceptable bids are received, Environment Canada has the right to not award this contract.

	Criteria	Maximum Scores	Minimum Scores
R1	APPROACH and METHODOLOGY	30	
R2	WORK PLAN AND SCHEDULE	A) 12 B) 5 C) 3	
	35/50 for R1 and R2 (70%)		
R3	PROJECT TEAM EXPERIENCE	A) 10 B) 10	
R4	PROJECT MANAGER EXPERIENCE	A) 10 B) 10 C) 10	
	35/50 for R3 and R4 (70%)		
R5	Additional Categories (bonus points)	10	

2.2 Financial Evaluation

The rates must be presented in the format detailed in the Basis of Payment for the period of 13 weeks. All prices are firm and in Canadian dollars.

The lowest aggregate priced responsive bid will be calculated by taking the sum total of all rates submitted on Annex "E-2" Basis of Payment.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1. Certifications Required with the Bid

Bidders must submit the certifications listed in Annex "E-3", Certifications, duly completed with their bid.

PART 6 - RESULTING CONTRACT CLAUSES**1. Security Requirement**

No security requirements associated with this contract

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "E-1".

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](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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.

2010C 2012-11-19 General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract**4.1 Period of the Contract**

The contract period is 13 weeks, commencing on the date of award of the Contract and ending no later than March 31, 2016.

5. Authorities**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Beyan AL-Ghosen
Title: Procurement Officer
Organization: Environment Canada
Address: PVM 351 St. Joseph Blvd., 4th floor
Gatineau, QC.
K1A OH3

Telephone: 819-420-8071
Facsimile: 819-953-8235
E-mail address: Beyan.Alghosen@ec.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 Project Authority

TBD

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

TBD

6. Payment

6.1 Basis of Payment

In consideration of the contractor satisfactorily completing all its obligations under the contract, the contractor will be paid in accordance with the attached Annex "E-2", Basis of Payment, for work performed pursuant to this Contract.

Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

6.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

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.

6.3 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.3.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.3.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.4 SACC Manual Clauses

6.4.1 Replacement of Specific Individuals

i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to

Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.4.2 Canadian Content Certification

i) The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

ii) The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

iii) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7. Invoicing Instructions

Invoicing requirements and breakdown are to be specified by each Identified User directly to the contractor. Some Identified User will require hard copies of the pickup and delivery slips signed by the person receiving the delivery. There will be no cost to the Identified Users for this. Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

The original and two (2) copies of each invoice must be sent upon completion of the deliverable as stated in the basis of payment, to:

Department/Agency Name:	(to be determined on award of contract)
Address:	(to be determined on award of contract)
Telephone:	(to be determined on award of contract)
Fax:	(to be determined on award of contract)
E mail	(to be determined on award of contract)
Attention:	(to be determined on award of contract)

Invoices must be submitted on the Contractor's own invoice and must be prepared to show:

- a) Company name, address, etc.;
- b) Client address;
- c) the date;

- d) Supply Arrangement Number;
- e) Period in which services were rendered;
- f) Hourly or Per Diem Rate;
- g) Total dollar amount;
- h) Drivers Name(s)
- i) Run Number(s)
- j) Description of work performed

Note: On all invoices a cost breakdown shall be shown.

8. Certifications

8.1 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.

8.2 SACC Manual Clauses

8.2.1 Aboriginal Business Certification, (SACC Manual clause A3000C), if applicable.

8.2.2 Canadian Content Certification, (SACC Manual clause A3060C).

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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) 2010C 2012-03-02; "General Conditions"
- (c) Annex "E-1", Statement of Work;
- (d) Annex "E-2", Basis of Payment;
- (e) Annex "E-3", Certifications;
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarifications or amendment(s)*)

ANNEX "E-1"**STATEMENT OF WORK****Background**

Emissions from off-road engines contribute to air pollution which leads to adverse human health and negative environmental impacts.

In Canada, emissions from off-road small spark-ignition (SSI) engines are currently regulated by means of the *Off-Road Small Spark-Ignition Engine Emission Regulations* which were published in the Canada Gazette, Part II, on November 19, 2003², and align exhaust emissions standards for engines of the 2005 and later model year with the Phase 2 standards of the United States (U.S.) Environmental Protection Agency (EPA). These engines are defined as those using a spark plug or other sparking device and developing no more than 19 kilowatts of power. Off-road SSI engines are typically found in lawn and garden machines (hedge trimmers, brush cutters, lawnmowers, garden tractors, snowblowers, etc.); in light-duty industrial machines (generator sets, welders, pressure washers, etc.); and in light-duty logging machines (chainsaws, log splitters, shredders, etc.). In 2008, the U.S. EPA published new evaporative and Phase 3 exhaust standards for these types of products which were phased-in in the U.S. starting with the 2010 and 2011 model years, respectively. All SSI engines in Canada are imported, as there is no domestic engine production presently. However it is expected that many SSI engines already comply with the U.S. EPA Phase 3 standards, even though it is not mandatory in Canada to meet these standards at this time.

Air pollutant emissions from off-road large spark-ignition (LSI) engines are presently regulated in the U.S. by means of the EPA's "Tier 2" emission standards, but there are no existing regulations for LSI engine emissions in place in Canada. All LSI engines used domestically are believed to be imported from other countries, as there are no businesses operating in Canada that can be classified as manufacturers of LSI engines. Even though LSI engines entering the Canadian market are not required to comply with the Tier 2 standards, it is estimated that many of these engines in Canada already comply with them. Many imported LSI engines are installed in machines by Canadian businesses and sold domestically and abroad. These engines are defined as those off-road engines using a spark plug or other sparking device and developing more than 19 kilowatts of power. Off-road LSI engines are usually powered by gasoline, propane or natural gas and are used to power forklifts, generators, and many other farm, industrial and construction machines.

Environment Canada is seeking data to estimate the portion of LSI engines imported that have Tier 2 technologies and the portion of SSI engines that have Phase 3 technologies and the incremental costs associated with these technologies.

The proposed work will require the Contractor to be familiar with data sources concerning recent sales and technology usage in LSI and SSI engines and machines in Canada, the characteristics of the Canadian LSI and SSI engine and machine fleets, the classification of LSI and SSI engines and machines and emission control technologies necessary to conform to the emission standards.

The contractor will be required to provide an analytical report to detail its findings on the tasks listed below. The analysis should be accompanied by sufficient data and evidence supporting its findings and conclusions.

Task List

² *Off-Road Small Spark-Ignition Engine Emission Regulations*. Canada Gazette, Part II: publications.gc.ca/gazette/archives/p2/2003/2003-11-19/pdf/g2-13724.pdf (accessed in November 2013).

Task A – Project Plan Report

A project plan will be developed by the Contractor that describes the methodology which will be followed to conduct the analytical study as described herein Task A. The plan will outline the data sources and analytical approach to be followed to achieve the project objectives as outlined in this document.

The Contractor is required to present an overview of its methodology to the Project Authority. In a kick-off meeting, the Project Authority and the Contractor will mutually agree upon methodology, key elements and data sources (see SOURCES OF DATA RESTRICTIONS below) to be used and output data format for Tasks B, C and D. This project plan describing the proposed methodology shall be submitted within three (3) weeks of the start of the contract in report format. The project plan will also identify any potential challenges the Contractor could expect to encounter. The Contractor would be required to describe in detail within the project plan how these potential challenges are expected to be overcome (i.e., potential solutions), and the level of confidence in the resulting data and statistics.

Environment Canada will arrange for all meetings to occur via toll-free teleconference. Environment Canada will arrange to host meetings at 351 boulevard Saint-Joseph, Gatineau, Quebec, if the Contractor would like to participate in one or more face-to-face meetings.

Task B – LSI Technical Data

A dataset of the following elements is to be developed by the Contractor, broken down by the categories of machines listed in Appendix A:

1. annual quantities and market penetration rates of LSI engines or machines with U.S. Tier 2, U.S. Tier 1 or no Tier technology imported into or manufactured in Canada for the period 2009-2014 and their respective countries of origin.
2. the type and prevalence of technologies used to meet U.S. Tier 2 emission standards for LSI engines; the current incremental costs of these technologies (compared to the current costs of corresponding technologies that do not meet the Tier 2 emission standards); and the incremental costs of the Tier 2 technologies relative to the average cost of the machine.

Task C – SSI Technical Data

A dataset of the following elements is to be developed by the Contractor, broken down by the categories of machines listed in Appendix B:

1. annual quantities and market penetration rate of SSI engines or machines imported into or manufactured in Canada conforming to U.S. Phase 2 or 3 emission standards, and complying or not complying with U.S. evaporative emission standards, for the period 2010-2014 and their respective countries of origin.
2. the type and prevalence of technologies used to meet U.S. evaporative standards and U.S. Phase 3 exhaust standards for SSI engine emissions; the current incremental costs of these technologies (compared to the current costs of corresponding technologies that do not meet the evaporative standards or the Phase 3 exhaust standards); and the incremental costs of these technologies relative to the average cost of the machine.

Task D – General Data related to SSI/LSI

A report that contains an assessment of the impacts of conforming to the stricter standards (Tier 2 for LSI and Phase 3 and evaporative standards for SSI) is to be developed by the Contractor; this report shall include data supporting or refuting the following points:

LSI engines and machines:

1. Consumers are currently purchasing LSI machines or engines that conform to no emission standard, instead of purchasing Tier 2 compliant LSI machines or engines (i.e., because of lower costs, better performance characteristics, etc.).

2. Reduced time and costs are expected for maintaining Tier 2 LSI machines compared to LSI machines that conform to either no emission standard or to Tier 1 standards.
3. Reduced fuel consumption is expected for Tier 2 LSI machines compared to LSI machines that conform to either no emission standard or to Tier 1 standards.
4. Decreased operational issues and/or downtime³ are expected for Tier 2 LSI machines compared to LSI machines that conform to either no emission standard or to Tier 1 standards.

SSI engines and machines:

5. Consumers are currently purchasing SSI machines or engines that conform to U.S. Phase 2 emission standards, instead of purchasing Phase 3 compliant SSI machines or engines (i.e., because of lower costs, better performance characteristics, etc.).
6. Reduced time and costs are expected for maintaining Phase 3 SSI machines compared to Phase 2 machines.
7. Reduced fuel consumption is expected for Phase 3 SSI machines compared to Phase 2 SSI machines.
8. Decreased operational issues and/or downtime are expected for Phase 3 SSI machines compared to Phase 2 SSI machines.

Task E – Final Project Report

A final project report describing the actual methodology, data sources, assumptions and analysis which were followed to generate the dataset and information described in Tasks B, C and D. The report will describe any difficulties experienced during the execution of the contract and will include any suggestions to improve future efforts of this type.

Deliverable Schedule

Deliverable	Tasks and timelines
1	A project plan (Task A) describing the methodology which will be followed to generate the datasets and report described in Tasks B, C and D. The plan will outline the data sources, analysis and methodology to be followed to obtain the dataset. The plan describing the proposed methodology must be submitted to the Departmental Representative, at the latest, 3 weeks after the start of the contract.
2	A draft dataset (series of spreadsheets submitted using Microsoft Excel 2010), containing all required data to fully satisfy Task B. This draft dataset shall be submitted, at the latest, 6 weeks after the start of the contract.
3	A draft dataset (series of spreadsheets submitted using Microsoft Excel 2010), containing all required data to fully satisfy Task C. This draft dataset shall be submitted, at the latest, 8 weeks after the start of the contract.
4	A draft report (submitted using Microsoft Word 2010) on the preliminary results of Task D. The draft report shall contain supporting data and evidence employed in developing the analytical outcomes. This draft report shall be submitted, at the latest, 9 weeks after the start of the contract.
5	A final dataset (database or series of spreadsheets submitted using Microsoft Excel 2010), containing all required data to fully satisfy Task B. All comments provided by Environment Canada on the draft dataset (Deliverable 2), must be incorporated or addressed in the final dataset. This final dataset must contain active cells – with identified links, calculations and equations (for methodological validation by Environment Canada). This final dataset shall be submitted, at the latest, 10 weeks after the start of the contract.
6	A final dataset (database or series of spreadsheets submitted using Microsoft Excel 2010), containing all required data to fully satisfy Task C. All comments provided by

³ Downtime refers to the period during which a machine is not operational such as due to technical failure, machine adjustment or maintenance.

	Environment Canada on the draft dataset (Deliverable 3), must be incorporated or addressed in the final dataset. This final dataset must contain active cells – with identified links, calculations and equations (for methodological validation by Environment Canada). This final data set shall be submitted, at the latest, 11 weeks after the start of the contract.
7	A final report must include all items stated in Task D and any further suggested revisions from Environment Canada after Deliverable 4. The final report must be submitted to the Departmental Representative, at the latest, 12 weeks after the start of the contract.
8	A final project report describing the actual methodology, data sources, assumptions and analysis which were followed to generate the statistics and information described in Tasks B, C and D. The final project report describing the final methodology must be submitted to the Departmental Representative, at the latest, 13 weeks after the start of the contract.

The Contractor will be responsible for the submission of all the deliverables outlined above in electronic format to the Departmental Representative. In addition to the draft and final versions of the datasets and reports, the Contractor will provide Environment Canada, upon request, with hard and electronic copies of any notes, text, images, surveys, raw data or spreadsheets used for the delivery of this contract.

ON-GOING SUPPORT

Regular feedback through email or telephone calls must be maintained between the Departmental Representative and the Contractor.

When required, and when deemed by the Departmental Representative and Contractor to be mutually convenient, the Contractor must attend teleconferences during this contract. At these events, the Contractor may be responsible for presenting the results of individual tasks undertaken pursuant to this contract; describing the methodology employed and defending assumptions made during the completion of any individual task defined by this contract; and providing comments, based on the Contractor's experience, on any technical issues that require clarification.

Environment Canada will arrange for all meetings to occur via toll-free teleconference. Environment Canada will arrange to host meetings at 351 boulevard Saint-Joseph, Gatineau, Quebec, if the Contractor would like to participate in one or more face-to-face meetings.

QUALITY ACCEPTANCE CRITERIA

All deliverables and correspondence produced by the Contractor will be subject to review in draft form by Environment Canada. All work is to be performed to the satisfaction of Environment Canada. flexibility is required of the Contractor to respond to changing schedules and unforeseen developments.

SOURCES OF DATA RESTRICTIONS

The following sources of data are not to be used in the completion of Tasks A, B, C and D:

- Harmonized System (HS) code importation data
- NONROAD model data

ANNEX "E-2"**BASIS OF PAYMENT**

This contract is based on a maximum fixed price amount of \$50,000.00 (excluding applicable taxes), with payments tied to project deliverables as follows:

- Following the submission of Deliverable 1 to the Departmental Representative and its acceptance by Environment Canada, 10% of the total fixed price amount becomes payable to the Contractor.
- Following the submission of Deliverables 2, 3 and 4 to the Departmental Representative and their acceptance by Environment Canada, 50% of the total fixed price amount becomes payable to the Contractor.
- Following the submission of Deliverables 5, 6, 7 and 8 to the Departmental Representative and its acceptance by Environment Canada, the remaining 40% of the total fixed price amount becomes payable to the Contractor.
- Following the receipt of an invoice accepted by the Departmental Representative, each payment will be made to the Contractor within 30 days by Environment Canada. The Contractor must invoice at the completion of deliverables, as specified above. The invoices must contain the following information: the contract number; the total contract value (excluding applicable taxes); a brief description of work completed, as reflected by the invoice cost; the date on which the work in question was completed; the total invoice cost excluding applicable taxes; the total amount of applicable taxes for the invoice; and the total invoice cost including applicable taxes.

ANNEX "E-3"

CERTIFICATIONS

1. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

Signature of authorized Representative

Date

2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Signature of authorized Representative

Date

3. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Signature of authorized Representative

Date

4. Former Public Servant Certification – Competitive Requirement

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date

Appendix A

LSI machine type categories

LSI engines are defined as those off-road engines using a spark plug or other sparking device and developing more than 19 kilowatts of power. Off-road LSI engines are usually powered by gasoline, propane or natural gas and are used to power forklifts, generators, and many other farm, industrial and construction machines. Many “loose” engines are imported into Canada to be installed into machines.

At a minimum, the following categories must be included.

Machine Category
Lawn & Garden Tractors
Forklifts
Lawn mowers
Aerial Lifts
Specialty Vehicle Carts (Turf Maintenance/Personnel Carriers)
Specialty Vehicle Carts (Tracked Transporter/Ice Maintenance)
Generator Sets
Skid Steer Loaders
Ice re-surfacers
Loose engines

Additional categories that could be included are as follows:

Machine Category
Sweepers/Scrubbers
Swathers
Welders
Concrete/industrial saws
Commercial Turf Equipment
Chippers/Stump Grinders
Other Construction Equipment
Pumps
Trenchers
Balers
Paving Equipment (Concrete Finishers/Trowels)
Sprayers
Terminal Tractors
Other General Industrial Equipment
Specialty Vehicle Carts (Ice Maintenance)
Specialty Vehicle Carts (Other)
Irrigation Sets

Surfacing Equipment
Gasoline Railway Maintenance
Dumpers/Tenders
Airport Support Equipment
Pressure Washers
Crawler Tractors

Appendix B

SSI machine type categories

SSI engines are defined as those off-road engines using a spark plug or other sparking device and developing no more than 19 kilowatts of power. Off-road SSI engines are typically found in lawn and garden machines (hedge trimmers, brush cutters, lawnmowers, garden tractors, snowblowers, etc.); in light-duty industrial machines (generator sets, welders, pressure washers, etc.); and in light-duty logging machines (chainsaws, log splitters, shredders, etc.).

At a minimum, the following categories must be included:

Machine Category
Trimmer/Edger/Cutters
Lawn Mowers
Chain Saws
Leafblowers/Vacuums
Generator Sets
Pressure Washer
Tillers
Pumps
Golf Carts
Concrete/Industrial Saws
Other Lawn & Garden Equipment

Additional categories that could be included are as follows:

Machine Category
Specialty Vehicles/Carts
Forestry Equipment
Finishing Equipment
Lawn & Garden Tractors
Other Lawn and Garden Equipment
Commercial Turf Equipment
Plate Compactors
Tampers/Rammers
Riding Mowers
Other Agricultural Equipment
Shredders
Sprayers
Mixers

2-Wheel Tractors
Surfacing Equipment
Air Compressors
Other Ag Equipment
Other Industrial Equipment
Trenchers
Dumpers/Tenders
Welders
Other Construction Equipment
Sweepers/Scrubbers
Pavers
Bore/Drill Rigs
Chippers/Grinders
Hydro Power Units
Rollers
Loaders
Aerial Lifts
Railway Maintenance
Excavators
Scrubbers/Sweepers
Crawlers
Tractor/Loader/Backhoes