



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement Canada</p> <p>Josee.francoeur@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre</p> <p>On-Road Motorcycle and All-Terrain Vehicle Emissions Testing</p>	
	<p>ECCC Bid Solicitation No. /SAP No. – N° de la demande de soumissions ECCC / N° SAP</p> <p>5000033492</p>	
	<p>Date of Bid solicitation (2017-10-17) – Date de la demande de soumissions (2017-10-17)</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le November 16, 2017</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Standard Time EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à</p> <p>Josee.francoeur@canada.ca</p>	
	<p>Telephone No. – N° de téléphone</p> <p>819-938-3822</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité</p> <p>N/A</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	

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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 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Schedule of Milestones, and any other annexes.

2. Summary

2.1 The services of a Contractor are being sought to assist Environment and Climate Change Canada in testing up to 5 on-road motorcycles and 4 All-Terrain Vehicles (ATV) by the end of the resulting contract. Each vehicle will require 1 exhaust emissions test. The work performed under the resulting contract and all associated deliverables must be completed and submitted before March 2, 2018.

2.2 Bidders must provide a list of names and other related information as required in accordance with Section 01 Provisions for the Integrity of the Standard Instructions.

2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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 PWGSC *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, 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety
Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

The standard instructions 2004 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

At Section 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada (ECCC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 page 7, 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. 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.

6. Basis for Canada's Ownership of Intellectual Property

The Crown has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 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 (1 electronic copy),

Section II: Financial Bid (1 electronic copy),

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their price and, rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and

- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID**

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below its rate for each deliverables

ECCC wishes to establish a contract until March 2, 2018

1.1. The bidder's proposal shall include this page with a detailed cost break down. The following items must be included, at a minimum;

Class I on-road motorcycles Set-up and testing			All-Terrain Vehicles Set-up and testing		
		for 5 specimens			for 4 specimens
Specimen Set up	\$/specimen	\$	Engine Set up	\$/specimen	\$
Exhaust Emissions Testing	\$/specimen	\$	Exhaust Emissions Testing	\$/specimen	\$
Fuel (if not included above)	\$/specimen	\$	Fuel (if not included above)	\$/specimen	\$
Test Cell Standby rate per day	\$		Test Cell Standby rate per day	\$	
Non-Standard Maintenance rate	\$ per hour		Non-Standard Maintenance rate	\$ per hour	
Cost to produce all deliverables in section 4 of Annex A (if not already included in above costs)	\$/specimen		Cost to produce all deliverables in section 4 of Annex A (if not already included in above costs)	\$/specimen	

Taxes: \$ _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 Evaluation Procedures **compliant technical merit with the lowest evaluated price**

Proposals will be assessed against the requirements listed below. Proposals that do not meet all of the mandatory criteria will be deemed non-compliant.

1.2 Evaluation Method

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria;
2. Bids not meeting **(a) or (b)** will be declared non responsive. The responsive bid with the lowest proposed price will be recommended for award of a contract.

2.1 Mandatory Requirement

M-1	Offerors must demonstrate they have emission test equipment for Class I motorcycles and all-terrain vehicles complying with: <ol style="list-style-type: none">a. the provision specified in CFR 86b. The provision specified in CFR 1051		
M-2	Offerors must demonstrate they have a minimum of three (3) years of experience, within the last five (5) years, in measuring exhaust emissions for motorcycles and all-terrain vehicles in accordance with: <ol style="list-style-type: none">a. the provision specified in CFR 86b. The provision specified in CFR 1051		
M-3	Offerors must demonstrate they have experience in certification or verification testing for EPA, EC or manufacturers on Class I motorcycle or all-terrain vehicles within the last 5 years.		

M-4	Offerors must show proof of insurance coverage against damage and/or loss of Government owned/supplied equipment and material. Proof of insurance certificate must be provided.		

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

Certifications Required Precedent to Contract Award

1. Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Additional Certifications Required Precedent to Contract Award

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

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, maternity and parental leave, 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. Failure to comply with the request may result in the bid being declared non-responsive.

2.1 Education and Experience

PWGSC SACC Manual clause A3010T 2010-08-16 Education and Experience

2.2 Former Public Servant in Receipt of a Pension

As per page 7, 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:

- c. name of former public servant;
- d. 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1.0 Security Requirement

There are no security requirement.

2.0 Insurance Requirements

Offerors must show proof of insurance coverage against damage and/or loss of Government owned/supplied equipment and material. Proof of insurance certificate must be provided.

PART 7 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

TITLE: On-Road Motorcycle and All-Terrain Vehicle Emissions Testing

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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.

2.1 General Conditions

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

3. Security Requirement

3.1 N/A

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from contract award to **March 2, 2018** inclusive.

4.2 Option Period

N/A

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 days calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Francoeur
Title: Contracting Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 200 Sacré-Coeur Blvd.,
Gatineau, QC

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@canada.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 (at contract award)

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: _____

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 (at contract award)

Name:
Title:
Organization:
Address:

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (at contract award) and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to

the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Multiple Payments

H1001C, 2008-05-12 Multiple Payments

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

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

8.1.1 The Contractor must submit invoices in accordance with Annex "B" Basis of Payments.

9. Certifications

9.1 Compliance

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.

10. Applicable Laws

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

11. 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) [4007](#) Supplemental General Conditions, 2010-08-16;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) [2016-04-04](#) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____

ANNEX A STATEMENT OF WORK

CONFIDENTIALITY

I. CONFIDENTIALITY

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Departmental Representative, any information obtained in the course of the performance of the ensuing contract.

The Contractor shall maintain the confidentiality of all facility-specific information obtained in the course of the ensuing contract that has been identified as confidential. Confidential information shall not be included in reports, and must be generalized sufficiently such that the data cannot be identified with an individual facility. Information which was submitted as confidential but which, due to aggregation, cannot be related to a specific facility may be included in the main report.

Information that a facility requests to be kept confidential shall be compiled in the Excel spreadsheet and under separate cover and labelled confidential within the meaning of the *Access to Information Act*.

Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the contract.

II. USE / DESTRUCTION / RETURN OF INFORMATION

The information and documentation provided to the Contractor by the Departmental Representative are to be used for the purpose of this contract only and shall not be used for other purposes unless duly authorized by the Departmental Representative. After completion of the contract or in the event of contract termination and upon request, the supplied information shall be destroyed in a manner deemed appropriate by the Departmental Representative. The Contractor shall send a letter to the Departmental Representative acknowledging the disposition of the information.

3.0 BACKGROUND

- 3.1. Environment and Climate Change Canada's (ECCC) mandate is to preserve and enhance the quality of the natural environment; conserve Canada's renewable resources; conserve and protect Canada's water resources; forecast weather and environmental change; enforce rules relating to boundary waters; and coordinate environmental policies and programs for the federal government.
- 3.2. Paragraph 158(c) of the Canadian Environmental Protection Act, 1999 (CEPA) gives authority to ECCC to "establish and operate facilities for the testing of vehicles, engines or equipment and components, and acquire test equipment for that purpose". The

Vehicles and Engines Testing and Emissions Verification section (VETEV) of ECCC's Transportation Division (TD) administers various programs to verify compliance with emission standards prescribed in the emission regulations made under the CEPA.

- 3.3. VETEV tests on-road motorcycles and off-road recreational vehicles to ensure conformance with environmental standards and regulations, enacted through the CEPA. This may include service accumulation of kilometers on a given vehicle and emissions testing against related standards and regulations.
- 3.4. This Statement of Work covers exhaust emissions testing of up to 5 Class I on-road motorcycles as defined in the *On-Road Vehicle and Engine Emission Regulations* and up to 4 all-terrain vehicles (ATV) as defined in the *Marine Spark-Ignition Engine, Vessel and Off-Road Recreational Vehicle Emission Regulations*.

4.0 OBJECTIVE

- 4.1. The services of a Contractor are being sought to assist VETEV in testing up to 5 on-road motorcycles and 4 ATVs by the end of the resulting contract. Each vehicle will require 1 exhaust emissions test. The work performed under the resulting contract and all associated deliverables must be completed and submitted before March 2, 2018.

5.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 5.1. The following list of definitions and acronyms is relevant to, and forms a part of, this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW.

Term/Acronym	Definition
All-Terrain Vehicle	<p>A land-based or amphibious vehicle, other than a utility vehicle, that</p> <p>(a) is designed to travel on three or four low-pressure tires, is equipped with a seat designed to be straddled and with handlebars for steering, and is designed to be used by a single operator and no passengers; or</p> <p>(b) has three or more wheels and one or more seats, is designed for operation over rough terrain, is designed for transportation and has a maximum vehicle speed of at least 40 km/h.</p>
CFR	Code of Federal Regulations (CFR) from the American Environmental Protection Agency (EPA). In this SOW, CFR refers to <i>Title 40: Protection of the Environment</i> , unless otherwise stated.
Class I Motorcycle	A motorcycle having an engine displacement of less than 170 cm ³ .

Test specimen	Class I motorcycles and all-terrain vehicles.
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- 5.2. The following links are provided for ease of reference while reading this document and relate to the applicable test procedures, preparations and service accumulations:

CFR 86: http://www.ecfr.gov/cgi-bin/text-idx?SID=fd2921b9b9afbfa670021c5c3255b46f&tpl=/ecfrbrowse/Title40/40cfr86_main_02.tpl

CFR 1051: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=0b3611f799b5dd0dad640b823a34e3ac&tpl=/ecfrbrowse/Title40/40cfr1051_main_02.tpl

CFR 1065: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=0b3611f799b5dd0dad640b823a34e3ac&tpl=/ecfrbrowse/Title40/40cfr1065_main_02.tpl

6.0 SCOPE OF WORK

- 6.1. The Contractor shall be equipped with emissions test equipment that complies with the provisions specified in CFR 86 and CFR 1051 and diagnostic capabilities to monitor the performance of the motorcycle and all-terrain vehicle throughout the testing to ensure proper operation.
- 6.2. The Contractor shall set-up the test specimen in accordance with all applicable procedures specified in CFR 86 and CFR 1051 as indicated by VETEV with supporting documentation which will be provided for each test specimen.
- 6.3. The Contractor shall measure all regulated exhaust emissions using the procedures and equipment prescribed in CFR 86 and CFR 1051 as the case may be, and as indicated by VETEV with supporting documentation specific to each test specimen. For all class I motorcycles, the Contractor shall use a “hood” type Constant Volume Sampling (CVS) connection instead of a hard flanged connection to the CVS. For all ATVs, the Contractor shall use the regular hard flanged connection from the exhaust outlet to the CVS. Each test specimen will require 1 exhaust emissions test.
- 6.4. The Contractor shall inspect the test specimen upon receipt from VETEV. The Contractor shall report any damage, irregularity or area of concern upon inspection and during testing of the test specimen. In the event of any damages or repairs needed, the Contractor shall contact VETEV prior to making any repairs or adjustments to the test specimen.
- 6.5. In the event that a test specimen requires non-standard maintenance or repair or that VETEV requires testing to be temporarily suspended, the Contractor shall, at VETEV’s request, hold the test specimen in the test cell and shall charge only the standby rate indicated in its Basis of Payment.

7.0 DELIVERABLES

- 7.1. For every test specimen, the Contractor shall provide a signed report in both hard-copy and electronic format, containing the following deliverables within 3 weeks of completion of each test specimen:
- 7.1.1. Summary of results, including comments on any unusual results or findings during testing;
- 7.1.2. Raw data results, including the driver trace data of actual speed vs desired speed for testing;
- 7.1.3. Documentation of latest calibration of laboratory equipment in accordance with relevant sections of the CFR.
- 7.1.4. Technical specification of laboratory set-up and equipment.
- 7.1.5. Logbook containing documentation of events including for each task performed, the date, time and odometer reading, description of tasks performed and initials of technician. This log must begin when the test specimen(s) was received and end when it is returned to VETEV and shall include, at a minimum:
- a) Any preparation and set-up performed;
 - b) Any pre-conditioning or testing performed, including the test cycle;
 - c) Any issues with test specimen during prep or testing: trouble codes, engine light, etc.;
 - d) Any changes in set-up;
 - e) Any maintenance performed or fluids checked;
 - f) Distance not registered on odometer;
 - g) Distance of the fan placement for each test;
 - h) Any damage or irregularity; and
 - i) Any other information the Contractor deems could affect emissions.
- 7.1.6. Photos:
- a) General photo of motorcycle/all-terrain vehicle on dynamometer;
 - b) Fan placement;
 - c) Tie down points;
 - d) Rear wheel placement on dynamometer;
 - e) Any issues with test specimen during prep or testing: trouble codes, engine light, etc.; and
 - f) CVS connection to muffler/exhaust pipe.
- 7.1.7. Test fuel specifications for the fuel batch used for testing.
- 7.2. The Contractor shall ensure that all electronically submitted deliverables and services provided are in conformity with VETEV's standard desktop publishing software, currently Microsoft Office 2010, and any upgrades thereto.

8.0 LANGUAGE OF WORK

- 8.1. The language of all written deliverables shall be English or French at the Contractor's discretion.

9.0 HANDLING AND STORAGE REQUIREMENT

- 9.1. The Contractor's facility shall be accessible by commercial vehicles. Commercial vehicle is defined as a truck, tractor or trailer or any combination thereof that weighs more than 4,500 kg.
- 9.2. The Contractor shall be responsible for unloading the test specimen at its facility without the assistance of federal government or carrier personnel.
- 9.3. The Contractor shall store the test specimen in a secured area protected from tampering, unauthorized access and the weather.

BASIS OF PAYMENT

(to be completed at contract award)