



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./ 11 rue, Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Portable Emissions Measurement Syst	
<b>Solicitation No. - N° de l'invitation</b> K8A21-190144/A	<b>Date</b> 2018-08-01
<b>Client Reference No. - N° de référence du client</b> K8A21-190144	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-956-75211	
<b>File No. - N° de dossier</b> pv956.K8A21-190144	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-09-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Courteau, Robert	<b>Buyer Id - Id de l'acheteur</b> pv956
<b>Telephone No. - N° de téléphone</b> (819) 420-5322 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT Emissions Research and Measurement 335 RIVER RD ATTN G. Rideout OTTAWA Ontario K1V1C7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Annex A.

### **1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

#### **Bid Receiving - PWGSC**

Place du Portage, Phase III, Tower B  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6  
For regular mail: K1A 0S5

Telephone: (819) 420-7201  
Fax No.: (819) 997-9776

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

### 2.4 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy shall take precedence over that of the soft 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment including Annex B.

#### **3.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex D to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3 Exchange Rate Fluctuation**

*SACC Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Evaluation Criteria**

The mandatory technical evaluation criteria are detailed in Annex A, Requirement.

#### 4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Lowest Cost Option in accordance with the pricing tables provided in Annex B - Pricing Tables.

Canada intends to enter into a Contract with up to three (3) Suppliers with the technical qualifications to deliver, at competitive prices, the three systems, as described in Annex A.

**Note:** Offerors may propose to provide one, more than one, or all three items. Further details on items can be found in Annex A.

##### **Identical Low Bids – Best Value**

- a. If identical low bids are received, the Treasury Board Contracting Policy (subsection 10.8.17) provides that the contract should be awarded on the basis of best value. The factors below should be used, subject to directives on national policies and objectives that may be issued from time to time. These criteria may be weighted as considered appropriate by the contracting officer:
  - i. a bidder with an overall satisfactory performance record is given preference over a bidder known to have a less satisfactory performance record;
  - ii. a bidder in a position to provide adequate after-sales service, with a good record in this regard, will be given preference over a bidder who is less able to provide adequate service or who has a poor record;
  - iii. when delivery is an important factor, the bidder offering the best delivery date should be given preference;
  - iv. when there are several items included in the bid and only some items are priced identically, the bid offering the greatest dollar value should be given preference; and
  - v. when there are several items included in the bid and one or more bidders bid lower on one or more of the items, the lowest bidder with the greatest dollar value should be given preference both for the items on which it bid equal prices and for the items on which it bid lower.
- b. If there are two (or more) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference should be given to the bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference should be given to the bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.
- c. If none of the above applies, a method of tie breaking that is mutually acceptable to Canada and the bidders with identical bids can be used. As an example, a simple coin toss could be agreed upon. The mutually agreed solution should involve legal advice.
- d. This section applies to all individual bids, as well as the Lowest Cost Option provided in Annex B - Pricing Tables.

##### **Basis of Selection - Multiple Items**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid which contributes to the Lowest Cost Option will be recommended for award of a contract.

#### 4.2 SACC Manual Clauses

SACC Manual Clause [A0031T](#) (2010-08-16) - Basis of Selection - Mandatory Technical Criteria  
SACC Manual Clause [A0222T](#) (2014-06-26) - Evaluation of Price - Canadian / Foreign Bidders

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

### 6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, and  
4003 (2010-08-16) Licensed Software

apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to exactly one year from said date, inclusive.

### 6.4.2 Delivery Date

All the deliverables must be received on or before 31 March 2019.

Solicitation No. - N° de l'invitation  
K8A21-190144/A  
Client Ref. No. - N° de réf. du client  
K8A21-190144

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv956. K8A21-190144

Buyer ID - Id de l'acheteur  
pv956  
CCC No./N° CCC - FMS No./N° VME

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point:

Emissions Research and Measurement Section  
Environment and Climate Change Canada  
335 River Road  
Ottawa, Ontario  
K1V 1C7

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Robert Courteau  
Supply Officer  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: 819-420-5322  
E-mail: robert.courteau@pwgsc-tpsgc.gc.ca

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

#### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

*(to be filled in only at contract award)*

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.

#### 6.5.4 Contractor's Representative *(to be completed by the bidder)*

General enquiries	Delivery Follow-up
Name: _____	Name: _____
Tel. No. _____ ext: _____	Tel. No. _____ ext: _____
E-mail address: _____	E-mail address: _____

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Pricing Tables for a cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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.

### 6.6.2 SACC Manual Clauses

SACC Manual clause [A0222T](#) (2014-06-26) Evaluation of Price - Canadian / Foreign Bidders  
SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause [H1000C](#) (2008-05-12) Single Payment  
SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment  
SACC Manual clause [C0001T](#) (2007-05-25) Price Certification - Foreign Suppliers  
SACC Manual clause [C0002T](#) (2010-01-11) Price Certification - Canadian-based Suppliers  
SACC Manual clause [C0004T](#) (2007-05-25) Price Certification - Canadian Agency and Resale Outlets

### 6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (b) one (1) copy must be forwarded to the consignee.
  - (c) Invoices and order confirmations can be sent via e-mail to:  
*(to be filled at Contract Award)*

- (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.9 Applicable Laws

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

### 6.10 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) the supplemental general conditions:
  - a. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - b. 4003 (2010-08-16) Licensed Software;
- (c) the general conditions 2010A (2016-04-04), Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Pricing Tables; and
- (f) the Contractor's bid dated \_\_\_\_\_.

### 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [D2000C](#) (2007-11-30) Marking  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling

### 6.12 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:  
  
Delivered Duty Paid DDP Ottawa, Canada Incoterms 2010 for shipments from a commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## ANNEX A

### Part 1 - REQUIREMENTS

Environment and Climate Change Canada (ECCC) has a requirement for the supply of three (3) different and separate emission measurement systems, whereby each system must individually meet all of the mandatory technical requirements as specified below. Bidders are free to bid on one (1), two (2) or all three (3) systems and may apply grouping discounts to multi-system bids. The three systems are as follows:

#### System 1: Portable Emission Measurement System and Parts

Environment and Climate Change Canada's (ECCC) Emissions Research and Measurement Section have the requirement under the Canadian Environmental Protection Act for the supply, commissioning, training, and manuals for one (1) Portable Emissions Measurement System (PEMS) including associated accessories to enable exhaust emission measurements of vehicles during real-world operation. This comprehensive system shall be composed of specialized analyzers to measure the pollutants listed below, a high speed exhaust flow meter, data acquisition, analysis, and reporting system, power control components, all designed to operate under the rigors of a real world test environment. As this testing is being performed to support the regulatory commitments of CEPA it is paramount that the instrumentation meets technical and reliability requirements and whose results are accepted by industry.

#### System 1: Mandatory Technical Criteria

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	<p>One (1) Portable Emissions Measurement System (PEMS) capable of measuring the raw exhaust emissions concentrations of CO, CO2, NO, NO2, THC, O2, and Methane.</p> <p>The system must meet the performance specifications described in the US Code of Federal Regulations Section 1065.915 PEMS instruments <a href="https://ecfr.io/Title-40/se40.37.1065_1915">https://ecfr.io/Title-40/se40.37.1065_1915</a></p> <p>The system must be compliant with either US EPA Title 40 Code of Federal Regulations, Part 1065, as it applies to Portable Emission Measurement Systems or the European Union Real Drive Emissions Regulations (EC) No, 715/2007 and subsequent amendments, or both.</p>	
2	<p>Exhaust Flow Measurement:</p> <p>As part of the performance specifications described in the US Code of Federal Regulations Section 1065.915, the instrument must contain an approved method of measuring the rate of exhaust flow from the tailpipe. The system shall come equipped with an exhaust flow meter that can measure and record both the volumetric and exhaust flow from the tailpipe at a minimum rate of 1 Hz. The instrument must also be portable enough to be mounted onto the back of a vehicle equipped with</p>	

	<p>a hitch. The instrument must meet the following technical criteria:</p> <ul style="list-style-type: none"> <li>• Accurate measurement of mass exhaust flow between 30 – 1100 kg/hr</li> <li>• Software-controlled purging of pressure lines</li> <li>• Auto-zero functionality</li> </ul>	
3	<p>Sample Conditioning System:</p> <p>The system must allow for direct exhaust concentration measurements via exhaust sample probes or seamless connection to the exhaust flow meter.</p>	
4	<p>In-Vehicle Control Module:</p> <p>An In-vehicle Control system must be provided to interface with the vehicle's On-Board Diagnostic port which, upon connection, auto-detects the vehicle's protocol and baud rate. The module will include an integrated KILL/STOP switch to comply with safety requirements. It will allow the driver to start and stop the test at any time and to place markers in the test file to facilitate subsequent data analysis. At one glance, allow system status information, recording and route criteria to be monitored.</p>	
5	<p>System Control, Data analysis and Reporting Software:</p> <p>The PEMS system software must provide an intuitive user interface for controlling the PEMS system, and for performing emissions calculations. Basic controls of the software enable the user to run the following system calibrations and checks.</p> <ul style="list-style-type: none"> <li>• Zero calibration</li> <li>• Span calibration</li> <li>• Linearity checks</li> <li>• Leak tests</li> <li>• Automated time alignment, accuracy, noise and precision</li> </ul> <p>A test set-up utility must provide the user with control to:</p> <ul style="list-style-type: none"> <li>• Set calculation control parameters</li> <li>• Record test information, such as vehicle specifications and test notes</li> <li>• Establish detection and calculation limits</li> <li>• Select a group of output parameters</li> </ul> <p>While collecting emissions test data, the user will also be able to monitor the system directly from the user interface. System status information includes:</p> <ul style="list-style-type: none"> <li>• Vehicle network information from the vehicle's On-Board Diagnostic System</li> <li>• System flags and warnings, for any parameters or operation conditions that are out of normal range</li> <li>• Gas concentrations, exhaust flow rate, system pressures and temperatures</li> </ul>	

	<p>The post processor will time align the data and calculate the following:</p> <ul style="list-style-type: none"> <li>• Distance-specific emissions</li> <li>• Brake-specific emissions</li> <li>• Real-Time mass emissions</li> <li>• Fuel economy</li> <li>• PN emissions</li> </ul> <p>The system software will enable the user to record files that meet all input requirements of both EMROAD (Moving Average Window Method) and CLEAR (Power Binning Method) software. Features of post-processed files shall include:</p> <p>Calculations and Trip Verifications</p> <ul style="list-style-type: none"> <li>▪ Automated time alignment via optimal correlation           <ul style="list-style-type: none"> <li>• GPS aligned with ECU</li> <li>• ECU aligned with exhaust flow</li> </ul> </li> <li>▪ Mass Calculations           <ul style="list-style-type: none"> <li>• RDE compliant EFM method</li> <li>• ECU Mass Airflow method</li> </ul> </li> <li>▪ Scale ECU vehicle speed (to correct for any bias)</li> <li>▪ Verification of Trip requirements</li> <li>▪ Scaling of emissions in extended boundary conditions</li> <li>▪ Speed smoothing using mathematical filtering methods</li> <li>▪ Verification of overall trip dynamics using Relative Positive Acceleration</li> <li>• Calculation of proportional cumulative positive altitude gain</li> </ul>	
6	<p>5 meter Heated Sample Line;</p> <ul style="list-style-type: none"> <li>• Controlled by PEMS software to maintain 191 degrees Celsius</li> </ul>	
7	<p>GPS Receiver/Weather Probe:</p> <p>GPS receiver to track the route taken by the vehicle under test. Data recorded from the GPS to include signal quality, date, time, latitude, longitude, altitude and speed.</p> <p>Weather Probe for measurement of relative humidity and ambient pressure, which are critical to correcting raw data measurements to standard conditions.</p>	
8	<p>Power Supply &amp; Cable:</p> <p>Ensure continuous operation from warm-up to in-use testing, supplying the required current at a voltage of 120 VAC/12 VDC (or 220 VAC/12 VDC), sufficient to operate the PEMS.</p>	
9	<p>Consumables Kit:</p> <p>A kit of components that the supplier has identified as consumables – that are changed or replaced on a frequent basis: including but not limited to:</p>	

	<ul style="list-style-type: none"> <li>• Pins and connectors</li> <li>• Air Filters</li> <li>• Acid Washed Filters</li> <li>• In Line Filters</li> <li>• O-ring Lubricant</li> <li>• O-rings</li> <li>• Latching Brackets</li> <li>• Screws</li> <li>• Washers</li> <li>• Quick Connect Fittings</li> <li>• O2 Sensor</li> </ul> <p>Consumables provided must be enough to keep the instrument operational over a typical 2-year span.</p>	
<b>10</b>	<p>Power Cord:</p> <ul style="list-style-type: none"> <li>• Length of 2 Meters or greater</li> </ul>	

### System 2: Exhaust Flow Measurement System for Large Displacement Engines

Environment and Climate Change Canada's (ECCC) Emissions Research and Measurement Section have the requirement under the Canadian Environmental Protection Act for the supply, commissioning, training, and manuals for one (1) stand-alone exhaust flow measurement system that would be used to accurately measure the volumetric and mass flow rate of raw exhaust from large displacement engines. The instrument must be designed to connect to exhaust of a vehicle and include data acquisition software to measure, and record the volumetric and mass exhaust gas flow rate. Instrument reliability and accuracy are imperative because the instrument will be used for:

- a) Emissions testing to support regulatory commitments of CEPA;
- b) Providing flow measurements for other exhaust speciation equipment at ERMS;
- c) Validating and comparing exhaust flow between PEMS systems

### System 2: Mandatory Technical Criteria

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
<b>1</b>	The flow measurement system must be able to connect in-line with the exhaust system of heavy-duty large displacement engines	
<b>2</b>	The exhaust flow measurement system must be able to provide an accurate reading of exhaust flow between the ranges of 0-2500 kg/hr (~0-1200 Standard Cubic Feet per Minute)	
<b>3</b>	The system must be supplied with a data acquisition system to record measurements made from the instrument at a minimum rate of 1Hz.	

4	The instrument must be able to measure the flow rate of undiluted exhaust gases at a temperature of 500°C and provide flow measurements that are independent of pressure and temperature.	
5	The system must be supplied with appropriate training and operating documentation.	

### System 3: Real-Time Portable Soot Sensor

Environment and Climate Change Canada's (ECCC) Emissions Research and Measurement Section (ERMS) have the requirement under the Canadian Environmental Protection Act for the supply, commissioning, training, and manuals for one (1) portable emissions measurement system that would be used to measure the raw soot and particulate matter mass concentration from raw vehicle exhaust. The instrument must be designed to connect to exhaust of a vehicle and include data acquisition software to measure and record the mass concentration of particles according to the principles outlined in the US EPA Code of Federal Regulations Title 40, Chapter I, Subchapter U, Part §1065.915. Instrument reliability and accuracy are imperative because the instrument will be used for:

- a) Emissions testing to support regulatory commitments of CEPA;
- b) Validating and comparing particulate matter measurements between PEMS systems, field equipment, and test cells;
- c) Measuring particulate matter from vehicles to support ERMS research activities in a variety of combustion industry settings including on-road and off-road heavy-duty engines, advanced light-duty vehicles, and marine vessels

### System 3: Mandatory Technical Criteria

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	The exhaust measurement system must be approved by the US Environmental Protection Agency for in-use testing of heavy duty vehicles.	
2	The exhaust measurement system must be able to draw an exhaust sample from the exhaust system of heavy-duty large displacement engines and dilute the sample on a constant or proportional basis relative to the total engine exhaust flow.	
3	The system should use industry-recognized photoacoustic methods to provide a real-time measurement of soot during engine or vehicle testing with a detection limit of 1 µg/m <sup>3</sup> .	
4	The system must include a gravimetric 47 mm diameter particulate	

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	measurement method.	
<b>5</b>	The system must be supplied with a data acquisition system to record measurements made from the instrument at a minimum broadcast rate of 1Hz.	
<b>6</b>	The system must be supplied with appropriate training and operating documentation.	

## ANNEX B

### PRICING TABLES

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1:

#### Pricing Table (to be filled by bidder)

	Bid
System 1	\$
System 2	\$
System 3	\$
Systems 1 & 2	\$
Systems 2 & 3	\$
Systems 1 & 3	\$
Systems 1, 2 & 3	\$

**Table 2:**

**Financial Evaluation Table (to be used by Canada)**

Evaluation:				
	Lowest Bid:	System 1	System 2	System 3
System 1	A			
System 2	B			
System 3	C			
Systems 1 & 2	D			E = Package 1
Systems 2 & 3	F			G = Package 2
Systems 1 & 3	H		I = Package 3	
Systems 1, 2 & 3	J		J = Package 4	
<b>Options</b>	<b>Total Cost to Canada</b>			
No packages	A+B+C			
Package 1	D+E			
Package 2	F+G			
Package 3	H+I			
Package 4	J			
<b>Lowest Cost Option:</b>				

## ATTACHMENT 1

### CERTIFICATIONS AND ADDITIONAL INFORMATION

The Contractor must provide the required certification(s) and additional information to be awarded a contract.

The certification(s) provided by the Contractor to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a contractor in default if any certification made by the Contractor is found to be untrue whether made knowingly or unknowingly, during the contract period.

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

The Contractor must submit the following duly completed certifications as part of the contract.

#### 1. Integrity Provisions

##### 1.1 Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Contractor must provide the required documentation, as applicable.

##### 1.2 Complete List of Names of Board of Directors

In accordance with the *Ineligibility and Suspension Policy* (see Section 17 at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and General Conditions (SACC 2010A, Section 29), the Contractor must provide a list of the names of its Board of Directors (see Form 1), which will be used to verify conformance to the Integrity Provisions.

#### 2. Product Conformance

The Contractor certifies that all goods proposed conform, and will continue to conform, throughout the period of the contract, to the requirement detailed under Annex A.

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Contractor's authorized representative signature

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Date

#### 3. Price Certification

The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

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Contractor's authorized representative signature

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Date

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#### 4. Federal Contractors Program for Employment Equity

The Contractor certifies that the Contractor, [and any of the Contractor's members if the Contractor is a Joint Venture](#), is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_p  
rogram.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

#### Form 1 COMPLETE LIST OF DIRECTORS (As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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## ANNEX D to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

***As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.***

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);