



**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> Evaporative Emissions Enclosure	
<b>Solicitation No. - N° de l'invitation</b> K8A21-190184/A	<b>Date</b> 2018-12-06
<b>Client Reference No. - N° de référence du client</b> K8A21-190184	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-904-75974	
<b>File No. - N° de dossier</b> pv904.K8A21-190184	<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 2019-01-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Frigon, Francine	<b>Buyer Id - Id de l'acheteur</b> pv904
<b>Telephone No. - N° de téléphone</b> (819) 743-4279 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT AIR QUALITY RESEARCH 335 RIVER RD Emissions Research and Measurement ATT: Fred Hendren 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  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
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 Security Requirements**

There is no security requirement applicable to this requirement.

### **1.2 Requirement**

The requirement is detailed under Annex "A".

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

### **1.4 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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

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## 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, Core 0B2  
11 Laurier Street  
Gatineau, Quebec  
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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

## 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.

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## 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 (two (2) hard copies)

Section II: Financial Bid (one (1) hard copies)

Section III: Certifications (two (2) 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.

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.

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.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex "C".

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- (c) **Installation and Calibration Plan:** Bidders should include an installation and calibration plan (including the installation and calibration schedule), which must demonstrate that the Bidder's installation and calibration plan meets all the mandatory requirements for installation described Annex "A".
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex "A". The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.
- (e) **Description of the Bidder's Warranty including Maintenance and Support Services:** Bidders should include a description of its warranty including maintenance and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:
- (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
  - (ii) Locations of available replacement parts from consumables to major components.
  - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
  - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

## Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Pricing Tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "E" 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.

### 3.1.2 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", Part 2.1.

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" - Pricing Tables.

##### **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

### **4.2 Basis of Selection**

- 4.2.1** SACC *Manual* Clause [A0031T](#) (2010-08-16) - Basis of Selection - Mandatory Technical Criteria

## **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

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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.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Product Conformance

The Bidder 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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**Bidder's authorized representative signature**

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**Date**

## 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](#) website

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([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

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

#### 6.2.1 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](#) (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A](#) (2018-06-21), 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,
4003 (2010-08-16)	Licensed Software, and
4004 (2013-04-25)	Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

### 6.4 Term of Contract

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#### 6.4.1 Delivery Date

All the deliverables must be completed in accordance with Annex "A" and should be completed on or before March 29, 2019.

#### (To be completed by the bidder)

Delivery date offered: \_\_\_\_\_

On-site Installation including software installation date offered: \_\_\_\_\_

On-site Training date offered: \_\_\_\_\_

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Francine Frigon  
Supply Specialist  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
L'Esplanade Laurier (LEL), East Tower, 7<sup>th</sup> floor  
140 O'Connor Street Ottawa, ON K1A 0R5

Telephone: 819-743-4279

E-mail address: [francine.frigon@pwgsc-tpsgc.gc.ca](mailto:francine.frigon@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 *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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.

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

The telephone number (with extension if applicable) of the person responsible for:

#### General enquiries

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

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

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

#### Delivery Follow-up

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

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

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 for the Sealed Housing for Evaporative Emissions Determination (SHED) as detailed in Annex 'A', the Contractor will be paid the firm lot price, as specified in Annex "B" for a cost of \$\_\_\_\_\_ *(to be filled in only at contract award)*. 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 clause [H1000C](#) (2008-05-12) Single Payment

#### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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## 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) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) one (1) copy must be forwarded to the consignee.

## 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 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, 4003 (2010-08-16) Licensed Software, and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "C", – List of Products.
- (f) Annex "B", – Pricing Tables.
- (g) the Contractor's bid dated \_\_\_\_\_ .

## 6.11 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

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*SACC Manual* clause [G1005C](#) (2016-01-28) Insurance

## **6.12 Shipping Instructions**

### **6.12.1 Shipping Instructions - Delivery at Destination**

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

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## ANNEX "A"

### Part 1 - REQUIREMENT

Emissions Research and Measurement Section of ECCC has a requirement for the supply, delivery and installation of a Sealed Housing for Evaporative Emissions Determination (SHED) for Utility Engines and Equipment, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria.

The SHED must be an enclosure with a door for installing utility engines and associated equipment for the determination of evaporative emissions. The enclosure, with the door closed, must be sealable and must include the functionality that allows for the raising and lowering of the inside temperature on user specified temperature cycles as per the specifications identified in the US Code of Federal Regulations (CFR) Part 86. As the temperature changes in the interior, the SHED control system will compensate for these changes. The hydrocarbon sampling and analysis system provided with the SHED must measure the hydrocarbon concentrations of the air inside the enclosure.

#### 1. The requirement must include all of the following:

- a. The SHED including all of the following components:
  - I. SHED operation must be automated for conducting evaporative emissions tests as per the CFR Part 86;
  - II. Volume compensation system and controls;
  - III. Heating and cooling system with controls and monitoring;
  - IV. Hydrocarbon sampling and analysis system with control;
  - V. Integrated computer control and software for SHED operation and data storage;
  - VI. 6 J-type thermocouple connections on an interior side wall;
  - VII. Mixing fan for mixing the interior air VIII. Purge Air Fan for rapidly exhausting the air within the SHED;
  - IX. Propane injection port for calibrations on one of the side walls;
  - X. Pressure sensor to measure the gage pressure;
  - XI. Sprinkler head located inside the SHED which the client will connect to the fire sprinkler System;
  - XII. Lower Explosion Limit detector with alarm to be mounted inside the SHED; and
  - XIII. Must meet CSA standards
- b. All software licenses, installation of software, all accessories and delivery and transportation to Environment and Climate Change Canada, River Road Laboratory, 335 River Road, Ottawa, Ontario. K1V 1C7;
- c. Installation, commissioning of the SHED at the River Road Laboratory;
- d. On-site training at River Road Laboratory, 335 River Road, Ottawa, Ontario;
- e. Operating and training manuals (in English) (2 sets); and
- f. Initial one (1) year Warranty, Maintenance and Support Services.

## **2. Installation**

On site installation is to be provided by a qualified technician.

The contractor must provide all associated materials required to effect the installation at the site including such things as power connectors, cables and any other accessories required to install, integrate and configure the deliverables.

The contractor will be responsible for unpacking, assembling and installing the deliverables at the site.. This should include but not limited to the required moving and installation resources to complete the work. The contractor is to provide the Technical Authority with written notification that the deliverables are ready for testing when the installation, integration and configuration are complete.

The Contractor must abide by the safety protocols of the client's location and all areas must be maintained in a neat and tidy condition and all items as packing materials are disposed of at the completion of the work

## **3. Manuals**

The Contractor must deliver (2) complete sets of operating and training manuals in English with the deliverables. Documentation is to include all publications pertaining to technical specifications, installation requirements and operating instructions

## **4. Training**

The Contractor must provide onsite training in English for up to seven persons.

Training must include operation and manipulation of the equipment and also include product functionality, product features and limitations.

**The requirement must work and operate at all times in accordance with the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria.**

**Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA**

**The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor must meet all of the mandatory technical requirements for the duration of the Contract**

**Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.**

ITEM	CRITERIA	REQUIREMENT TO DEMONSTRATE COMPLIANCE	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
1	<p>THE SHED must include and meet all of the following:</p> <ul style="list-style-type: none"> <li>a) The Minimum inside SHED dimensions must be within the following range (1.5 to 2.5) m L x (2.25 to 3.0) m H x (2.0 to 3.0) m W;</li> <li>b) The floor and side panels of the SHED must be welded stainless steel;</li> <li>c) The SHED must include insulated sub floor;</li> <li>d) The inside surfaces of the SHED must be impermeable and must be non-reactive to hydrocarbons;</li> <li>e) The SHED must include a pneumatically fast acting operated front door;</li> <li>f) one interior LED light fixture;</li> <li>g) The SHED must be sealable;</li> <li>h) One(1) RTD (resistance temperature- detector) on one of the SHED walls (interior) for temperature measurement;</li> <li>i) Purge blower for evacuating the interior air of the SHED;</li> <li>j) Mixing fan for mixing the SHED interior air during a test;</li> <li>k) Pressure sensor mounted on an interior wall</li> <li>l) 6 J-type thermocouple connections mounted on an interior wall;</li> <li>m) Propane injector port mounted on a wall for calibrations; and</li> <li>n) Sprinkler head mounted on the roof that will be connected to the building fire sprinkler system by the client.</li> </ul>	<p>BIDDER TO PROVIDE INSIDE DIMENSIONS OF THE SHED</p> <p>BIDDER IS TO SPECIFY HOW THE SHED IS SEALED</p>	
2	<p>The SHED automation system software must deliver, enable and support all of the following functionalities:</p> <ul style="list-style-type: none"> <li>a) Conduct an automated SHED test which must deliver and support all of the following functionalities:             <ul style="list-style-type: none"> <li>i. initiates and finalizes the test and provides the test results; in a tabular form;</li> <li>ii. controls the Heating and Cooling system as per the temperature profile required;</li> <li>iii. measures and records the interior air temperatures;</li> </ul> </li> </ul>	<p>BIDDER MUST PROVIDE ILLUSTRATIONS OF THE SOFTWARE WHICH INDICATE THAT EACH OF THE REQUIREMENTS ARE INCLUDED IN THE CONTROL COMPUTER</p>	

	<ul style="list-style-type: none"> <li>iv. Measures the interior pressure;</li> <li>v. records the continuous volume changes; and records the changes;</li> <li>vi. records the hydrocarbon analyzer outputs and converts the signal to concentrations – stores the data – calculates the SHED test results in gm/test;</li> <li>vii Conduct a leak test of the SHED as per the procedures in the US CFR Part 86. 117-96 and</li> <li>viii allows for the user to undertake a curve check on each of the analyzers response curves and provides for the user to change the curve parameters.</li> </ul>	<p>BIDDER MUST PROVIDE A DATA SHEET OF THE RESULTS FROM A LEAK TEST THAT WAS COMPLETED ON THE SHED.</p> <p>BIDDER MUST PROVIDE EVIDENCE FROM THE ANALYZER SPECIFICATIONS THAT THE RESPONSE CURVE CAN BE REVISED AFTER A CALIBRATION</p>	
3	The SHED Volume Compensations and Control System must be a variable volume or fixed volume with the compensation apparatus to accurately measure hydrocarbons to 0.01 gm/hr as defined in CFR 86.107-96 and 117.96	BIDDER MUST SPECIFY THE COMPENSATION SYSTEM AND THE PROCESS USED TO DETERMINE THE CONTINUOUS CHANGE IN SHED VOLUME	
4	THE SHED HEATING AND COOLING SYSTEM must provide a temperature range of a minimum 60°F to a maximum of 120°F.	BIDDER MUST SPECIFY THE TECHNOLOGY USED FOR THE HEATING AND COOLING SYSTEM	
5	<p>THE SHED HEATING AND COOLING SYSTEM MUST operate to provide the interior air temperatures as specified by the automation system with an instantaneous tolerance of +/- 3°F of the nominal temperature versus time profile throughout the test.</p> <p>As per the CFR 86.133-96; and</p> <p>SHED automation system must measure and record the interior air temperature at least once per minute during a SHED test</p>	THE BIDDER MUST PROVIDE A SET OF MEASURED DATA FROM A TIME VERSUS TEMPERATURE CYCLE INCLUDING BOTH THE SPECIFIED TEMPERATURE AND THE ACTUAL TEMPERATURE AS MEASURED TO DEMONSTRATE THAT THE HEATING AND COOLING SYSTEM MEETS THE SPECIFICATIONS INCLUDING THE TEMPERATURE VARIATION, PROFILE AND AVERAGE DURING A TEST. A GRAPH OF THE DATA CAN BE PROVIDED AS AN ALTERNATIVE.	

6	The SHED HEATING AND COOLING SYSTEM must result an average interior air temperature tolerance of 2.0°F over the duration of a temperature versus time cycle test.		
7	The SHED automation system must be setup to provide a temperature with minimum variability pattern that provides all of the following:  <ul style="list-style-type: none"> <li>- overshoots;</li> <li>- hunting; and</li> <li>- instability over the long term temperature profile.</li> </ul>		
8	The SHED interior surfaces temperature must not be less than 40°F at any time during a test.	THE BIDDER MUST INCLUDE THE SIDE WALL TEMPERATURES AS A SEPARATE SET OF DATA OR GRAPH WITH THE INTERIOR AIR DATA	
9	The side wall temperature RTD (Resistance temperature detector) must follow the test temperature profile with a maximum deviation of 5°F at any time.		
10	HYDROCARBON ANALYSIS The Hydrocarbon sampling and analysis system must be provided for the analysis of the SHED air (hydrocarbon and methanol) as per the CFR 86.107-96	THE BIDDER MUST PROVIDE THE MANUFACTURER AND MODEL TO BE SUPPLIED AND THE INSTRUMENT'S SPECIFICATIONS	
11	The Hydrocarbon analyzer response time of 90% of final reading must be less than 1.5 seconds.		
12	The Hydrocarbon analyzer bypass flow must return to the enclosure.		
13	The Hydrocarbon analyzer result must be recorded and converted to concentrations; and  The record of results from the SHED test results must be stored until deleted by the SHED operator.	THE BIDDER MUST PROVIDE THE RECORDS OF THE ANALYZER MEASUREMENTS DURING THE TEMPERATURE CYCLE TEST THAT IS TO BE PROVIDED (BIDDERS MUST PROVIDE DATA OF BOTH THE ANALYZER OUTPUT AND TIMELINE)	
14	PRESSURE RECORDING SHED automation system must record the gage pressure from the pressure sensor in the SHED at least once per minute with an accuracy of +/- 1.0 of water.	THE BIDDER MUST INCLUDE THE GAGE PRESSURE MEASUREMENTS AS A SEPARATE SET OF DATA OR GRAPH ALONG	

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		WITH THE INTERIOR AIR TEMPERATURE DATA THAT IS TO BE PROVIDED	
15	The recording DATA must have time accuracy of +/- 15 sec and a precision of +/- of 15 sec.		
16	LOWER EXPLOSIVE LIMIT DETECTOR	BIDDER MUST PROVIDE A DESCRIPTION OF THE TECHNOLOGY TO BE USED FOR THE DETECTOR AND THE ALARM TRIGGERS	
17	Mixing Fan	BIDDER MUST PROVIDE THE SPECIFICATIONS OF THE MIXING FAN	
18	Must meet CSA standard standards	BIDDER MUST PROVIDE A COPY OF THE DOCUMENTATION INDICATING THAT THE SYSTEM MEETS THE SPECIFIED STANDARDS	

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**ANNEX "B"**

**PRICING TABLES**

**Table 1: Sealed Housing for Evaporative Emissions Determination (SHED) for Utility Engines and Equipment**

<b>Item</b>	<b>Description</b>	<b>Number of Units</b>	<b>Unit of Issue</b>	<b>Firm All Inclusive Lot Price per unit</b>	<b>Extended Price (Number of Units X Firm Lot Price)</b>
1	Supply and delivery of a Sealed Housing for Evaporative Emissions Determination (SHED) including manuals and software licenses in accordance with Annex A.	1	Lot	\$	\$
2	Installation, commissioning of the SHED including installation of software in accordance with Annex A.	1	Lot	\$	\$
3	On-site training including the operating and training manuals in accordance with Annex A.	1	Lot	\$	\$
4	Evaluated Price (Sum of Items 1 to 3)				\$

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**ANNEX "C"**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

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**ANNEX "D"**

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

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

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## ANNEX "E" 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):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)