



**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> VDO 250L Volumetric Inspection Trail Remorque d'inspection avec étalon volumétrique de 250 L	
<b>Solicitation No. - N° de l'invitation</b> U6338-221901/C	<b>Date</b> 2022-05-03
<b>Client Reference No. - N° de référence du client</b> U6338-221901	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-929-81179	
<b>File No. - N° de dossier</b> hp929.U6338-221901	<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> Eastern Daylight Saving Time EDT <b>on - le 2022-05-31</b> Heure Avancée de l'Est HAE	
<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> Way, Stephanie	<b>Buyer Id - Id de l'acheteur</b> hp929
<b>Telephone No. - N° de téléphone</b> (343) 552-7192 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> INNOV, SCI AND ECON DEVT CAN VANCOUVER DISTRICT OFFICE 3625 LOUGHEED HWY VANCOUVER British Columbia V5M2A6 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**

Vehicles & Industrial Products Division  
140 O'Connor, Tower East  
4th Floor  
140 O'Connor, Tour Est  
4ème étage  
Ottawa  
Ontario  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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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This bid solicitation cancels and supersedes previous bid solicitation number **U6388-221901/A** dated 2022-02-15 with a closing of 2022-03-28 at 14:00 EST.

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### **Attachments**

- Annex "A" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer
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- Annex "C" – Pricing
- Annex "D" to Part 3 of the Bid Solicitation – Electronic Payment Instruments

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Measurements Canada requires one (1) 3500 lb Trailer and one (1) 2 x 7000 lb axles with 4 electric brake trailers and related items as detailed herein, in accordance with Annex "A" and Trailer and Annex "B" – Statement of Requirement – VDO 250L Volumetric Inspection Trailers. Measurement Canada will supply the provers (500L, 1800L and 3500L), two intake valves with manifold and a hose reel with hose.

### **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 Canada Post Corporation's (CPC) Connect service**

"This bid solicitation allows bidders to use the Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

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## **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) (<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 (2020-05-28)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **2.2 Submission of Bids**

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

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered 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.

## 2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority **at least seven (7) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions – Electronic Submission**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the bid be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its 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)

Section IV: Additional Information (Two (2) hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

Due to the nature of the Request for Proposal, transmission of bids by mail/courier to PWGSC BRU will not be accepted.

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

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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## Section II: Financial Bid

The Bidders must submit firm unit prices in "Line Item Details" only and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.

### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "D" 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.

### 3.1.3 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

## Section III: Certifications

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

## Section IV: Additional Information

Canada requests that bidders submit the following information:

### 3.1.4 Delivery

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While delivery of the vehicles are requested by 31 October 2022, the best delivery that can be offered is as follows:

Item 001 – Quantity one (1) 3500lb Trailer outfitted as a Measuring Prover will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

Item 002 – Quantity one (1) 7000 lb Trailer with two (2) x 7000lb axles with 4 electric brakes and outfitting of VBT trailer will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

### **3.1.5 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its components that exceeds the minimum warranty period of twelve (12) months.

## **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** Bidders must submit, with their bid, the followings documents:

1. Annex "A" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer
2. Annex "B" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer

#### **4.1.2. Financial Evaluation**

**4.1.2.1** The purpose of the financial evaluation is to determine the lowest price using the information submitted in Annex "C" Pricing.

**4.1.2.2** Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the items and quantities.

### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

## **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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

**5.2.3 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

OR

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Requirement

The Contractor must deliver quantity one (1) 3500lb Trailer outfitted as a Measuring Prover and quantity one (1) 7000 lb Trailer with two (2) x 7000lb axles with 4 electric brakes and outfitting of VBT trailer with related items in accordance with Annex "A" and "B" – Statement of Requirement – VDO 250L Volumetric Inspection Trailer.

### 6.2. 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.

#### 6.2.1 General Conditions

**2010A (2021-12-02)** General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

### 6.3. Term of Contract

#### 6.3.1 Delivery of Vehicle(s)/Equipment

Delivery of the vehicles must be made as follows:

Item 001 – Quantity one (1) 3500lb Trailer outfitted as a Measuring Prover must be delivered on or before \_\_\_\_\_. (Date to be inserted by PWGSC at time of contract award.)

Item 002 – Quantity one (1) 7000 lb Trailer with two (2) x 7000lb axles with 4 electric brakes and outfitting of VBT trailer must be delivered on or before \_\_\_\_\_. (Date to be inserted by PWGSC at time of contract award.)

### 6.4. Authorities

#### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Way  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate (IPVPD),  
Vehicles and Industrial Products Division - HP,  
140 O'Connor Street, Ottawa, ON, K1A 0S5  
Telephone: 343-552-7192  
E-mail: [stephanie.way@pwgsc-tpsgc.gc.ca](mailto:stephanie.way@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.

#### 6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ *(To be inserted by PWGSC at time of contract award.)*

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.4.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ *(To be inserted by PWGSC at time of contract award.)*

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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.

#### 6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries:

Name: \_\_\_\_\_ *(To be completed by the bidder.)*

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

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

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

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Delivery follow-up:

Name: \_\_\_\_\_ *(To be completed by the bidder.)*  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_

#### 6.4.5 After-Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of spare parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than **100** kilometres.

Item 001

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Item 002

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

### 6.5 Payment

#### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). *(delete if the bidder does not request the exchange rate fluctuation)*

### 6.5.2 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);

### 6.5.3 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

## 6.6. Invoicing Instructions

**6.6.1** 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. Offerors/suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:  
*(PWGSC will insert invoicing address as per requisition at contract award.)*
- (b) One (1) copy must be forwarded to the Contracting Authority identified under section 4. Authorities of the Contract.

## 6.7. Certifications and Additional Information

### 6.7.1 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.

## 6.8. Applicable Laws

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

### 6.9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2021-12-02) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer
- (d) Annex "B" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer
- (e) Annex "C" - Pricing
- (f) the Contractor's bid dated \_\_\_\_\_. *(if the bid was clarified or amended, insert at the time of contract award "as clarified on" \_\_\_\_\_ or "as amended on" \_\_\_\_\_ and insert date (s)).*

### 6.10 SACC Manual Clauses

A9049C	Vehicle Safety	2011-05-16
C2000C	Taxes - Foreign-based Contractor	2007-11-30
G1005C	Insurance - No Specific Requirement	2016-01-28
H1001C	Multiple Payments	2008-05-12

### 6.11 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.12 Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to Measurement Canada personnel at the final delivery location.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

### 6.13. Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "C"- Pricing). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Item 001 - the contact person for delivery is: \_\_\_\_\_ *(to be inserted by PWGSC at time of contract award).*

Item 002 - the contact person for delivery is: \_\_\_\_\_ *(to be inserted by PWGSC at time of contract award)*.

#### **6.14 Post-Contract Award Meeting/Pre-Production Meeting**

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant \_\_\_\_\_ *(Bidder to specify location)*. Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

#### **6.15 Packaging**

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

#### **6.16 Warranty**

The manufacturer's standard warranty of *(to be inserted by the bidder)* (\_\_\_\_\_ months or \_\_\_\_\_ km) as administered through the designated dealer or authorized agent apply.

#### **6.17 Material**

Material supplied must be new, unused and of current production by manufacturer (2022 model-year or newer).

#### **6.18 Interchangeability**

Unless changes during the production run are authorized by the Contracting Authority, all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

#### **6.19 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## **6.20 Suspension of the Work**

- 6.20.1** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 31 or section 32.
- 6.20.2** When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 6.20.3** When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**Annex “A” – Statement of Requirement – VDO 250L Volumetric Inspection Trailer**

**Mandatory Technical Criteria for Annex “A”**

		Compliant	Non-Compliant
Trailer Considerations	<ul style="list-style-type: none"> <li>- 3500lb capacity frame.</li> <li>- 2” ball hitch.</li> <li>- Standard trailer electrical connection to truck.</li> <li>- 4 x side-winding levelling jacks.</li> <li>- 1 x tongue jack.</li> <li>- Electric brakes.</li> <li>- Suitable LED brake/safety lighting.</li> <li>- Mounted and easily accessible 20lb fire extinguisher.</li> <li>- 50’ static grounding line with auto return.</li> <li>- A storage box with dimensions ≈90x50x50cm, must be lockable with a padlock.</li> <li>- Spare tire with means for mounting with tire wrench.</li> <li>- The entire trailer should be powder coated dark blue to prevent deterioration.</li> </ul>		
Prover Considerations	<ul style="list-style-type: none"> <li>- 250L open neck prover to be supplied by MC:                             <ul style="list-style-type: none"> <li>- The current levelling legs must be removed and replaced with functionally identical screw levelling legs with removable bases.</li> <li>- The drain system must be removed and replaced with a stainless steel 1.5” line that includes a butterfly valve drain valve, means for sealing the nominal volume, a sight glass after the valve to enable viewing of product drip, and a piping drain connection to trailer holding tank. This prover drain line must be angled at least 5° downwards.</li> </ul> </li> <li>- The prover must be safely and securely mounted to the</li> </ul>		

	<p>trailer/tank with means for removal if required.</p> <ul style="list-style-type: none"> <li>- The prover must be oriented in such a way to enable easy viewing of the gauge plate for readings, suitable safety steps with anti-slip surface and all required safety railings.</li> </ul>		
Tank Considerations	<ul style="list-style-type: none"> <li>- The holding tank volume must be ≈1050L.</li> <li>- The holding tank must be constructed of aluminium and suitably designed to safely contain 1050L of water weight.</li> <li>- T-tank design should be used such that the center of gravity of the trailer is as low as possible. Minimizing the height of the tank will ensure the prover sight glass is easily accessible for readings.</li> <li>- The holding tank should have a vent with camlock fitting to ensure proper venting during filling.</li> <li>- The holding tank must have a positive drain port to facilitate complete drainage.</li> <li>- The holding tank must have an easily viewed sight glass to indicate the level of product contained within at any given time.</li> </ul>		
Piping Considerations	<ul style="list-style-type: none"> <li>- All pipe lines downstream of the tank must be 1.5" stainless steel, utilize butterfly valves where valves are required, utilize standard camlock fittings where fittings are required.</li> <li>- All drain lines must be angled downwards to ensure complete drainage.</li> <li>- The drain system must contain gravity drain and pump off options, with suitable flow control valves to be able to direct the flow where required.</li> <li>- All control valves should have</li> </ul>		

	<p>extension arms/handles that reach to the same side of the trailer for ease of use.</p> <ul style="list-style-type: none"> <li>- Pump must be centrifugal 0.75-1HP 120VAC, 15A.</li> <li>- Hose reel must have an electrically powered return.</li> <li>- The 1.5" petroleum rated hose must be ≈20m in length with a standard male camlock fitting on the end.</li> <li>- Standard air chuck components must be included to clear the lines after use.</li> </ul>		
<p>Electrical Considerations</p>	<ul style="list-style-type: none"> <li>- Must contain a standard single phase grounded 120VAC inlet to supply external power via extension cords or generators.</li> <li>- All control components must be explosion proof.</li> <li>- Circuit must contain a GFI, control switches to power each piece of equipment where required, and an outlet in case any additional devices require power.</li> <li>- Control switches should be placed in ergonomically reasonable locations as close to the equipment that they control as possible.</li> <li>- Permanently mount up to six 120VAC LED work-lights to illuminate control components, hose connections, drip sight glasses and measurement sight glasses.</li> <li>- Include at least one auxiliary 120VAC outlet.</li> </ul>		

**Annex “B” – Statement of Requirement – VDO 250L Volumetric Inspection Trailer**

**Mandatory Technical Criteria for Annex “B”**

<p>Trailer Considerations</p>	<ul style="list-style-type: none"> <li>- Load capacity sufficient to carry the provers and all other equipment when the provers and piping are filled with water while the trailer is stationary. Must be safe to travel short distances while so loaded and to accommodate unloading requirements.</li> <li>- 2 5/16” ball hitch.</li> <li>- Standard trailer electrical connection to truck.</li> <li>- 4 x side-winding levelling jacks, 7,000LB capacity each.</li> <li>- 1 x tongue jack.</li> <li>- Electric brakes (4)</li> <li>- 2 x 7000lb axles.</li> <li>- Suitable LED brake/safety lighting.</li> <li>- Mounted and easily accessible 20lb fire extinguisher.</li> <li>- 50’ static grounding line with auto rewind.</li> <li>- A storage box with dimensions ≈90x50x50cm, must be lockable with a padlock.</li> <li>- Spare tire with means for mounting with tire wrench.</li> <li>- The entire trailer should be powder coated dark blue to prevent deterioration.</li> <li>- There will be an unencumbered space of 1m x 1m for the safe mounting of a generator. This space will be accessible for loading and unloading the generator. No additional wiring for the generator is required.</li> </ul>		
<p>Prover Considerations</p>	<ul style="list-style-type: none"> <li>- 500L 1800L and 3500L open neck provers, and a combined intake manifold for the 1800L and 3500L provers to be supplied by MC:             <ul style="list-style-type: none"> <li>- 1800L and 3500L prover will</li> </ul> </li> </ul>		

	<p>need to be equipped with minimum four legs suitable to sustain the water weight equivalent capacity of the prover.</p> <ul style="list-style-type: none"><li>- 500L prover must be mounted will need to be equipped with minimum three legs suitable to sustain the water weight equivalent capacity of the prover</li><li>- All provers must be mounted in such a way to be level to the decking to facilitate levelling the trailer when stationary.</li><li>- The 1800L and 3500L provers are intended to be used together and must be mounted so the zero indication on all sight glasses are at the same height when the provers are level.</li><li>- The 1800L and 3500L must be mounted so the axes of the sight glasses are parallel to each other.</li><li>- The drain system must include a 120v electric pump, a 3" quick pump-off, a 3" gravity drain and a hose reel.</li><li>- Each prover must be equipped with a butterfly valve drain valve, means for sealing the nominal volume, a sight glass after the valve to enable viewing of product drip.</li><li>- Each prover must be capable of being filled and drained independently</li><li>- The 1800L and 3500L provers must be capable of being bottom filled and drained simultaneously.</li><li>- The prover must be safely and securely mounted to the trailer/tank with means for removal</li></ul>		
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	<p>if required.</p> <ul style="list-style-type: none"> <li>- The provers must be oriented in such a way to enable easy viewing of the gauge plate for readings, suitable safety steps with anti-slip surface and railing must be provided where required.</li> </ul>		
Piping Considerations	<ul style="list-style-type: none"> <li>- All pipe lines downstream of the tank must be stainless steel, utilize butterfly valves where valves are required, utilize standard camlock fittings where fittings are required.</li> <li>- All drain lines must drain completely when the trailer is level.</li> <li>- There will be a means to drain the pump.</li> <li>- The drain system must contain gravity drain and pump off options, with suitable flow control valves to be able to direct the flow where required.</li> <li>- All control valves should have extension arms/handles that reach to the side of the trailer.</li> <li>- The hose on the hose reel will be capable of being used in all weather.</li> <li>- Pump must be centrifugal 0.75-1HP 120VAC, 15A</li> <li>- Hose reel must have an electrically powered return.</li> <li>- The 1.5" petroleum rated hose must be ≈20m in length, appropriate for use in all weather (arctic) and have a standard male camlock fitting on the end.</li> <li>- Standard air chuck components must be included to clear the lines after use.</li> </ul>		
Electrical Considerations	<ul style="list-style-type: none"> <li>- Must contain a standard single phase grounded 120VAC inlet to supply external power via extension cords or generators.</li> <li>- All control components must be explosion proof.</li> </ul>		

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	<ul style="list-style-type: none"><li>- Circuit must contain a GFI, control switches to power each piece of equipment where required, and an outlet in case any additional devices require power.</li><li>- Control switches should be placed in ergonomically reasonable locations as close to the equipment that they control as possible.</li><li>- Permanently mount up to six 120VAC LED work-lights to illuminate control components, hose connections, drip sight glasses and measurement sight glasses.</li><li>- Include at least one auxiliary 120VAC outlet.</li></ul>		
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### Annex "C" – Pricing

#### Item 001 3500 LB Trailer (Firm Quantity)

The Contractor must deliver the vehicle/equipment including all supporting documents in accordance with the attached Annex "A" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer

The 3500 LB Trailer outfitted as a Measuring Prover (Prover supplied by Measurement Canada) and ancillary items must be delivered to:

Measurement Canada  
3625 Lougheed Hwy,  
Vancouver, BC  
V5M 2A6

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Pricing).

Quantity: one (1)

#### Item 002 7000 LB Trailer (Firm Quantity)

The Contractor must deliver the vehicle/equipment including all supporting documents in accordance with the attached Annex "B" - Statement of Requirement – VDO 250L Volumetric Inspection Trailer

The 7000 LB with 2 x 7000 lb axles with 4 electric brake Trailer (outfitted as a Measuring Prover (Prover supplied by Measurement Canada) and ancillary items must be delivered to:

Measurement Canada  
9015-46 Street NW,  
Edmonton, AB  
T6B 3B2

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

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Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Pricing).

Quantity: one (1)

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## **Annex "D" TO PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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