



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

Transport Canada
TC MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Sylvain Desbois
Bid receiving Unit : 613-998-5105

Transports Canada
TC MAIL ROOM, (Niveau Food Court)
Tour C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Sylvain Desbois
Service de réception des soumissions : 613-998-5105

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport 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 hereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Transports Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions

Title – Sujet	
Compliance Testing of Vehicle Lighting Systems and Retro-Reflective Devices	
Solicitation No. – N° de l'invitation	Date
T8080-190067	November 21, 2019
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02:00 PM – 14h00	Eastern Standard Time (EST)
on – le January 3, 2020	Heure Normale de l'Est (HNE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Sylvain Desbois	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	sylvain.desbois@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein
Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Transport Canada (TC) Task Authorization Form.

1.2 Summary

1.2.1 The objective of this requirement is to establish one (1) contract for the services of "Compliance Testing of Vehicle Components & Equipment – Lighting Systems and Retro-Reflective Devices" Lighting Systems and Reflective Devices in accordance with Standard 108 on an "as and when required basis. The period of the Contract is to be from Contract award to March 31, 2022 with options to extend the term of the Contract by up to 2 additional 1 year periods.

1.2.2 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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.

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/24) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/24>

Subsection 5.4 of [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/24), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada (TC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question in Attachment 1 to Part 5 – Information on Former Canadian Public Servant, the answer and, as applicable, the information required.

2.4 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 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.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 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 ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (4) hard copies and 1 (one) soft copy such CD or DVD or USB key
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications and additional information (1 hard copy)

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- i. Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.

- ii. Bidders must submit their price, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- iii. All prices included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule exclude allowable authorized travel and living expenses.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications and additional information

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

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

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 Criteria (Step 1)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria. If the proposal fails to meet any of the Mandatory Criteria of the RFP, the proposal shall not be given further consideration and it will be deemed non-responsive.

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero. If the proposal fails to meet the minimum required threshold of the Point Rated Technical Criteria, the proposal shall not be given further consideration and it will be deemed non-responsive.

4.1.2 Financial Evaluation

Refer to Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

- 4.1.2.1 The price of the bid will be evaluated in **Canadian dollars**, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- 4.1.2.2 For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria specified in Attachment 1 to Part 4; and
- (c) obtain the required minimum points specified in Attachment 1 to Part 4 for the points rated technical criteria;

4.2.1.2 Bids not meeting either (a), (b) or (c) above will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

- 4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88/100	82/100	92/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 60 = 52.8$	$50,000^* / 60,000 \times 40 = 33.33$	86.13
Bidder 2	$82 / 100 \times 60 = 49.2$	$50,000^* / 55,000 \times 40 = 36.36$	85.56
Bidder 3	$92 / 100 \times 60 = 55.2$	$50,000^* / 50,000 \times 40 = 40.00$	95.20**

* represents the lowest evaluated price

**represents the bidder who will be recommended for award of a contract

4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Technical Evaluation Criteria

The proposal must demonstrate compliance with all of the mandatory and rated requirements and must provide the necessary documentation to support compliance. Bidders are advised to also refer to Part 3, Section I; Technical bid.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

2.0 Mandatory Technical Criteria (M)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

No	Mandatory Technical Criteria	Referenced Section / Page No. in Bidder's Proposal	Met / Not Met
M1	<p>The Bidder must demonstrate that the laboratory must not be owned, funded or operated by the regulated industry.</p> <p>The bidder must sign the Certification, Section D from: Attachment 3 to Part 5.</p> <p><i>The bidder warrants and represents that it is not, nor shall it, at any time during the performance of the contract be, in a position of potential conflict of interest with competing, opposing or tied interests of the bidder's other clients or suppliers, and that it is not funded or operated by the regulated industry for which they are performing the component test.</i></p> <p><i>We hereby acknowledge the conditions described above and undertake to fully comply with these conditions during the life of the proposed contract period including any option periods.</i></p>		
M2	<p>The bidder must demonstrate 5 years of experience in the last 10 years performing all tests and associated reporting in accordance with the CMVSS 108 motor vehicle light testing as stated in Annex A - Statement of Work.</p>		

3.0 Point Rated Technical Criteria (R)

Bids which meet all of the mandatory technical criteria will be further evaluated and scored against the following rated requirements.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No.	Rated Criteria	Referenced Section/Page No. in Bidder's Proposal	Maximum Points	Minimum # of Points	Bidder Score
R1	<p>The Bidder should demonstrate their approach and methodology to complete all task and deliverables of the test program as described in the Statement of Work including the following:</p> <p>Test Protocols: (5 points per protocol, up to 10 points) Equipment Used including test fixtures (0 or 10 points) Reporting: (0 or 10 points) Handling of Samples for traceability / Record Keeping: (0 or 10 points)</p>		40	20	
R2	<p>The Bidder should demonstrate their experience with clients performing testing services with similar test programs to the Statement of Work.</p> <p>Two (2) references from two (2) different non-for-profit organizations for services provided in the last 2 years of the bid closing date, covering the following:</p> <p>Letters or emails must be dated by the client organization and be addressed to the bidder/contractor.</p> <p>Experience: (4 points per reference, up to 8 points) Accuracy and Clarity of Reports (4 points per reference, up to 8 points): Delivered in a timely manner: (4 points per reference, up to 8 points)</p>		20	10	
R3	<p>The Bidder should demonstrate their detailed quality control process for the management of the testing program including (but not limited to):</p> <p>1- tracking process and methodology (0 or 6 points); 2- turnaround times and schedule (0 or 6 points); 3- exception process (0 or 6 points) ; 4- problem identification and resolution (0 or 6 points) ; 5- report of testing (0 or 6 points);</p>		30	15	
R4	<p>The Bidder should demonstrate the Team organization information as required to perform the tests as follows:</p>		10	5	

	<p>Organization chart of the bidder team which includes:</p> <ul style="list-style-type: none"> a) individual name b) title c) responsibility d) experience <p>All items a, b,c .d of the above provided = 10 points 2-3 among a,b,c, d provided = 5 points 1 or less among a,b, c, d is provided = 0 point</p>				
R5	<p>The bidder should demonstrate the contractor Project Manager experience testing to Canada Motor Vehicle Safety Standard (CMVSS) 108</p> <p>Less than 2 years = 0 point More than 2 years and less than 5 years = 5 points More than 5 years = 10 points</p>		10	5	
R6	<p>The bidder should demonstrate their contingency plan in the event the project manager from R5 becomes unavailable.</p> <p>No contingency plan and no back-up resource contact information provided (0 point) Contingency plan but no back-up resource contact information provided (2 points) Contingency plan and back-up resource contact information provided (5 points)</p> <p>In order to demonstrate, the proposal should provide the name and qualification of the staff being proposed as the project manager.</p>		5	2	

Maximum available points	115		
Minimum overall points required	57		
Bidder score (*)		Met: <input type="checkbox"/>	Not Met: <input type="checkbox"/>

(*): Overall Technical score. This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

Only bids which meet all the mandatory technical criteria and obtain and obtain the minimum overall score on the rated criteria from Attachment 1 to Part 4 – Technical Evaluation Criteria will be rated on their financial proposal.

The Bidder must complete this pricing schedule and include it in its financial bid. The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Pricing Schedule

A. Initial contract period (Contract award to March 31, 2022)

	Description	AI VOLUMETRIC DATA FOR INITIAL PERIOD	BI All inclusive Unit Cost (CDN \$)	CI = AI x C1 Cost (CDN \$)
	CMVSS 108			
	BASIC TEST			
	A. Headlamps			
1	Photometry/Scanning for Lower Beam	1	[\$[Insert Amount]]	[\$[Insert amount]]
2	Photometry for Upper Beam	1	[\$[Insert Amount]]	[\$[Insert amount]]
3	Photometry for Daytime Running Lamps	1	[\$[Insert Amount]]	[\$[Insert amount]]
4	Photometry/Scanning for Lower Beam and Upper beam	5	[\$[Insert Amount]]	[\$[Insert amount]]
5	Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps	10	[\$[Insert Amount]]	[\$[Insert amount]]
6	Photometry for each additional function (parking lamps, turn signal lamps)	30	[\$[Insert Amount]]	[\$[Insert amount]]
7	Photometry for reflex reflector	20	[\$[Insert Amount]]	[\$[Insert amount]]
	B. Signaling and Marking Devices			
8	Photometry for one function	5	[\$[Insert Amount]]	[\$[Insert amount]]
9	Photometry for two functions	10	[\$[Insert Amount]]	[\$[Insert amount]]
10	Photometry for three functions	3	[\$[Insert Amount]]	[\$[Insert amount]]
11	Photometry for four functions	15	[\$[Insert Amount]]	[\$[Insert amount]]
12	Photometry for five functions	3	[\$[Insert Amount]]	[\$[Insert amount]]
13	Photometry for six functions	1	[\$[Insert Amount]]	[\$[Insert amount]]
14	Photometry for seven functions	1	[\$[Insert Amount]]	[\$[Insert amount]]
15	Photometry for eight functions	1	[\$[Insert Amount]]	[\$[Insert amount]]
16	Photometry for reflecting sheeting (conspicuity tape – large trailers)	1	[\$[Insert Amount]]	[\$[Insert amount]]
	C. Other Tests			
17	Color (single function)	35	[\$[Insert Amount]]	[\$[Insert amount]]
18	Abrasion and post test photometry	1	[\$[Insert Amount]]	[\$[Insert amount]]
19	Chemical Resistance and post test photometry	5	[\$[Insert Amount]]	[\$[Insert amount]]
20	Corrosion	1	[\$[Insert Amount]]	[\$[Insert amount]]
21	Dust and post test photometry	2	[\$[Insert Amount]]	[\$[Insert amount]]
22	Temperature/internal heat and post test photometry	1	[\$[Insert Amount]]	[\$[Insert amount]]
23	Humidity and post test photometry	1	[\$[Insert Amount]]	[\$[Insert amount]]

24	Vibration	2	\${Insert Amount}	\${Insert amount}
25	Sealing	1	\${Insert Amount}	\${Insert amount}
26	Laboratory hourly rates for investigative testing	1	\${Insert Amount}	\${Insert amount}
TOTAL COSTS FOR INITIAL CONTRACT PERIOD Summation of CI-1 to CI-26				\${Insert amount}

**B. Option Period 1 (April 1, 2022 to March 31, 2023) and
Option Period 2 (April 1, 2023 to March 31, 2024)**

	Description	AO VOLUMETRIC DATA FOR OPTION PERIOD 1 & 2	BO Unit Cost (CDN \$)	CO = AO x BO Cost (CDN \$)
	CMVSS 108			
	BASIC TEST			
	A. Headlamps			
1	Photometry/Scanning for Lower Beam	1	\${Insert Amount}	\${Insert amount}
2	Photometry for Upper Beam	1	\${Insert Amount}	\${Insert amount}
3	Photometry for Daytime Running Lamps	1	\${Insert Amount}	\${Insert amount}
4	Photometry/Scanning for Lower Beam and Upper beam	5	\${Insert Amount}	\${Insert amount}
5	Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps	10	\${Insert Amount}	\${Insert amount}
6	Photometry for each additional function (parking lamps, turn signal lamps)	30	\${Insert Amount}	\${Insert amount}
7	Photometry for reflex reflector	20	\${Insert Amount}	\${Insert amount}
	B. Signaling and Marking Devices			
8	Photometry for one function	5	\${Insert Amount}	\${Insert amount}
9	Photometry for two functions	10	\${Insert Amount}	\${Insert amount}
10	Photometry for three functions	3	\${Insert Amount}	\${Insert amount}
11	Photometry for four functions	15	\${Insert Amount}	\${Insert amount}
12	Photometry for five functions	3	\${Insert Amount}	\${Insert amount}
13	Photometry for six functions	1	\${Insert Amount}	\${Insert amount}
14	Photometry for seven functions	1	\${Insert Amount}	\${Insert amount}
15	Photometry for eight functions	1	\${Insert Amount}	\${Insert amount}
16	Photometry for reflecting sheeting (conspicuity tape – large trailers)	1	\${Insert Amount}	\${Insert amount}
	C. Other Tests			
17	Color (single function)	35	\${Insert Amount}	\${Insert amount}
18	Abrasion and post test photometry	1	\${Insert Amount}	\${Insert amount}
19	Chemical Resistance and post test photometry	5	\${Insert Amount}	\${Insert amount}
20	Corrosion	1	\${Insert Amount}	\${Insert amount}
21	Dust and post test photometry	2	\${Insert Amount}	\${Insert amount}
22	Temperature/internal heat and post test photometry	1	\${Insert Amount}	\${Insert amount}
23	Humidity and post test photometry	1	\${Insert Amount}	\${Insert amount}
24	Vibration	2	\${Insert Amount}	\${Insert amount}
25	Sealing	1	\${Insert Amount}	\${Insert amount}
26	Laboratory hourly rates for investigative testing	1	\${Insert Amount}	\${Insert amount}

TOTAL COSTS FOR OPTION PERIOD 1 & 2 Summation of CO1 to CO26			#[Insert amount]
--	--	--	------------------

SUMMARY

TOTAL COSTS IN CDN \$ FOR INITIAL PERIOD Summation of CI-1 to CI-26	#[Insert amount]
TOTAL COSTS IN CDN \$ FOR OPTION PERIOD 1 & 2 Summation of CO1 to CO26	#[Insert amount]
TOTAL COSTS IN CDN \$ FOR BID EVALUATION PURPOSES (EVALUATED PRICE)	#[Insert amount]
Taxes (insert tax amount, as applicable):	#[Insert amount]
TOTAL COST	#[Insert amount]

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 Integrity 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 specified 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.

Forms : <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>

5.2.2 Former Public Servant

The Bidder must submit a duly completed Attachment 1 to Part 5 – Information on Former Canadian Public Servant.

5.2.3 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.

The Bidder must submit a duly completed Attachment 2 to Part 5

5.2.4 Additional Certification and Information precedent to Contract Award

Bidders must submit Attachment 3 to Part 5.

ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

The Bidder must submit a duly completed Attachment 1 to Part 5 - Information on Former Canadian Public Servant, precedent to contract award.

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

A. Definitions

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

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

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

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

B. Former Public Servant in Receipt of a Pension

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

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

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

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

C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes No

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

ATTACHMENT 2 TO PART 5 : FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ATTACHMENT 3 TO PART 5 – Additional Certification and Information

Bidders must submit **Attachment 3 to Part 5 - Additional Certifications** and information precedent of contract award.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

A. Bidder / Supplier Information. Bidder to also sign and date page 1

Supplier's legal name	
Supplier Operating name	
Supplier's procurement business number (PBN)	
Supplier's address	
Contact person name and email address	

B. Status and Availability of Resources *SACC Manual* clause [A3005T](#) (2010-08-16)

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

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

Signature: _____ Date: _____

C. Education and Experience *SACC Manual* clause [A3010T](#) (2010-08-16)

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

Signature: _____ Date: _____

D. Certification of non-affiliation with Industry

Under the terms of the RFP, bidder warrants and represents that it is not, nor shall it, at any time during the performance of the contract be, in a position of potential conflict of interest with competing, opposing or tied interests of the bidder's other clients or suppliers, and that it is not funded or operated by the regulated industry for which they are performing the component test..

We hereby acknowledge the conditions described above and undertake to fully comply with these conditions during the life of the proposed project.

Signature: _____ Date: _____

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 Statement of Work

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

6.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex A2.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$ 25,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.1.1.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Technical Authority and to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain :

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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

2035 (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/17>

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois
Contracting Specialist
Transport Canada
275 Sparks Street
Building 275 Sparks - Floor 01 - Room 7
Ottawa, Ontario

K1A 0N5

Telephone: 613-990-8737

E-mail : sylvain.desbois@tc.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 / Departmental representative *(to be identified at contract award)*

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ _____

e-mail address: _____

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

6.5.3 Contractor's Representative *(to be identified at contract award)*

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment - Firm Unit Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex B as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- 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)

6.8 Invoicing Instructions

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.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses (if applicable);

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Technical Authority of the Contract for certification and payment.
- b) One (1) electronic copy must be forwarded to the Contracting Authority.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2035 (2018-06-21) - General Conditions - Professional Services (Medium Complexity) ;
- (c) Annex A, Statement of Work ;
- (d) Annex B, Basis of Payment ;
- (e) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*);
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*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) of clarification(s) or amendment(s)*)

6.12 Insurance – No specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A": STATEMENT OF WORK

1. BACKGROUND

1.1 Transport Canada, Road Safety and Motor Vehicle Regulation Directorate, among other responsibilities, monitors the industry's self-certification with the Canada Motor Vehicle Safety Act and its Regulations to ensure compliance.

1.2 To carry out this mandate, the Compliance Engineering, Vehicle and Equipment Testing Division of Transport Canada:

1.2.1 selects, purchases, maintains and assigns representative vehicle components, equipment and tires for comprehensive inspection and testing,

1.2.2 plans, implements and coordinates testing of selected vehicle components, equipment, and tires, and

1.2.3 conducts investigations as required ensuring full compliance with all safety performance requirements.

1.3 Compliance enforcement tests are conducted at government or independent laboratories having specialized testing facilities and possessing the technical expertise required for such testing services. The work described in this document constitutes one of such selective enforcement test programs.

2. REQUIREMENT

To establish a contract for the services of "Compliance Testing of Vehicle Components & Equipment – Lighting Systems and Retro-Reflective Devices" Lighting Systems and Reflective Devices in accordance with Standard 108 on an "as and when required basis with a laboratory with recognized accreditation by the US Department of Transportation (US DOT) or NHTSA National Highway Traffic Safety Administration

3. OBJECTIVE

3.1 To carry out independent compliance testing on selected motor vehicle components and equipment in accordance with specified requirements of the Canada Motor Vehicle Safety Standards (CMVSS) within specifications provided by the Compliance Engineering, Vehicle and Equipment Testing Division of Transport Canada.

3.2 To provide the Compliance Engineering, Vehicle and Equipment Testing Division of Transport Canada with testing services and test data in order to verify the compliance of representative motor vehicle lighting system and retro reflective devices with specified requirements of current CMVSS.

4. ACTS, STANDARDS AND TECHNICAL DOCUMENTS

4.1 Canada Motor Vehicle Safety Standards (CMVSS) involved in the test program as well as the Technical Standard Documents (TSD) are available from Transport Canada and may be consulted on the following Internet website:

- <http://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>
- <http://laws-lois.justice.gc.ca/eng/acts/M-10.01/>

4.2 The Contractor must obtain and maintain other reference material such as those from the Society of Automotive Engineers (SAE), the American Society for Testing and Materials (ASTM), the American National Standards Institute(ANSI), the Code of Federal Regulations CFR), all as necessary to carry out the work.

4.3 The Statement of Work is in no way intended to conflict with the requirements of the CMVSS. Its purpose is to provide a uniform test and data-recording format.

4.4 Any Contractor interpreting any part of the Statement of Work to be in conflict with the actual standards or noting any deficiency in the procedure is required to advise the Compliance Engineering, Vehicle and Equipment Testing Division of Transport Canada to resolve the discrepancy prior to carry out any testing.

5. DESCRIPTION OF WORK

5.1 The Contractor must carry out the following services:

5.1.1 Provide the necessary qualified personnel, facilities, materials, supplies and equipment to perform the requisite compliance testing.

5.1.2 Perform compliance testing of lighting assemblies selected and delivered to the contractor test laboratory by Transport Canada as follows:

- The categories of testing within a specific CMVSS are listed within Annex A1.
- Primary testing will be limited to the requirements of CMVSS as specified by Transport Canada.
- All testing is to be performed in accordance with the edition of the Canadian Motor Vehicle Safety Standards (CMVSS) that is in effect on date of issuance of the Task Authorization unless otherwise specified
- Additional testing may be required and authorized by Transport Canada for specific investigations or further failure analysis.

5.2 Where required, the Contractor must provide test fixtures such as, but not limited to, test stands for lighting devices.

5.3 The contractor must provide proper aim of headlamps and proper orientation of signaling and marking devices

5.4 The Contractor must provide proper and safe storage of the components, equipment and tires during pre-test preparation and post-test analysis.

5.5 The Contractor must maintain communication with Transport Canada and provide the following as requested:

1. Acknowledgment of receipt of the sample or group of samples;
2. Operating laboratory test procedures;
3. Periodic status reports indicating the various phases that have been completed; and
4. Detailed reports and supporting documentation such as load application graphs, diagrams, photographs, video, etc. as required.

5.6 The Contractor must provide meeting facilities in the event that the Contractor or Transport Canada requests convocations.

5.7 The Contractor must arrange disposal of the tested items after receiving a written authorization from Transport Canada. (See Disposal section 18)

6. TEST EQUIPMENT

The Contractor must be capable of providing the necessary test equipment and test fixtures to perform the requisite compliance testing and be capable of carry out all the required tests using their own facilities and resources.

6.1 CALIBRATION

6.1 Records of calibration for all instrumentation must be obtained and kept by the contractor in a manner, which assures the maintenance of established calibration schedules. Generally, sensitive, complex instruments have calibration intervals recommended by their manufacturers.

6.2 Records showing the calibration and traceability to a National Standard must be maintained for all measuring and test equipment. All records must be readily available for inspection when requested by the Technical Authority. The Technical Authority must approve the calibration records before test program commences.

6.3 If the calibration records are not available with the measurement and test equipment, before starting the test program, the contractor must implement and maintain a calibration system for the equipment in accordance with established calibration practices, in 6.3.1.

6.3.1 A written CALIBRATION SCHEDULE must be prepared by the contractor and must include as a minimum the following information for all measuring and test equipment:

- I. Type of equipment, manufacturer, model, number, etc.
- II. Measurement range
- III. Accuracy
- IV. Calibration interval
- V. Type of standard used to calibrate the equipment

6.3.3 Standards and instruments used for calibrating the measuring and test equipment will be stored and used under appropriate environmental conditions to assure their accuracy and stability.

6.3.4 All measuring instruments and standards will be calibrated by the contractor, or an outside commercial facility, against a higher order standard at periodic intervals NOT EXCEEDING TWELVE (12) months. Any calibration frequency in excess of 12 months must be adequately justified by the contractor and will be approved by the Technical Authority. One or more of the following factors may dictate other calibration intervals:

1. Severity of usage
2. Frequency of usage
3. Equipment sensitivity
4. Accuracy of required measurement.
5. Severity of environment
6. Calibration history

6.3.5 All measuring and test equipment and measuring standards must be labelled with the following information:

1. Date of calibration
2. Date of next scheduled calibration
3. Name of the person who calibrated the equipment

6.4 In the event of an indicated failure to the standard's specified performance requirements, a post-test calibration check of some critical test equipment and instrumentation may be required for verification of accuracy. The necessity of performing a post-test calibration check will be at the discretion of the Technical Authority and will be performed without additional cost.

6.5 Prior to the start of testing and each time any instrumentation or procedure is changed that could affect the overall accuracy of the test results, the contractor must provide a list of the test equipment and its appropriate range and accuracy to the Technical Authority for approval.

7. PERFORMANCE TEST FAILURE

7.1 In the case of indication of a performance test failure, the Contractor must:

1. Suspend further testing of the suspected sample.
2. Report immediately to the Project Authority any indication of a performance test failure;
3. Document the case by means of detailed photographs or video to fully show the elements of the non-performance as brought out during the test;
4. Not disassemble the mounting hardware until advised otherwise by the Project Authority;
5. Not attempt any failure analysis;
6. Treat the failed sample as evidence for a criminal case (i.e. sample to be segregated and securely stored);
7. Maintain proper forms pertaining to the continuity of evidence;
8. Maintain no communication with the manufacturer of the sample on the subject of testing, test results, or test procedure. All such subjects will be communicated, if necessary, through the Project Authority; and
9. Await further instructions from the Project Authority.

7.2 A post test calibration check of some critically sensitive equipment and instrumentation may be required for verification of accuracy. The necessity of performing a post-test calibration check will be at the discretion of the Technical Authority. Should court action result from a department determination of non-compliance, the laboratory's employees may

be required to appear in court as expert witnesses to testify. Such cost will be the responsibility of Transport Canada and in accordance with the Government Contract regulations and travel expenses with the Treasury Board guidelines.

8. INVESTIGATIONS AND FAILURE ANALYSIS

8.1 The purpose of the testing is to identify possible failure modes of a component under investigation. The requirements for investigative testing and the reporting will be specified in the task authorization for testing or retesting. The report may include photographic documentation and/or video of the tests being conducted along with the final test results.

9. MAINTENANCE OF RECORDS & TEST SAMPLES

9.1 Documentation including detailed test log and working data must be kept by the Contractor for a minimum period of five (5) years from the date of testing at no additional cost to Transport Canada.

9.2 The Contractor must obtain authorization from the Technical Authority prior to discarding any document or physical evidence related to a performance test failure.

10. LANGUAGE

Either English or French is acceptable for communication both orally and in writing.

11. AUTHORIZATION

Each sample or group of samples will have letter of Task Authorization (Annex A2) for testing that specifies the tests to be conducted. Unless authorized in writing by the Technical Authority, the Contractor will not undertake any work under the Contract, additional to, supplemental to, or in substitution of the work specified therein.

12. INSPECTIONS AND ACKNOWLEDGMENT

12.1 The Contractor must inspect each test sample upon receipt and report any damage to the Technical Authority. The Contractor must also verify the labelling, marking, size designation, etc. for compliance with the specified CMVSS, and report any visual non compliance to the Technical Authority.

13. IDENTIFICATION

13.1 The Contractor must use the unique identification number assigned by the Technical Authority in the Task Authorization (Annex A2) to identify a specific sample or group of samples and refer to these numbers in test reports. .

13.2 For example, Transport Canada sample numbering system may consist of six-digit number: the program year followed by a chronological four digit number EG 05-1234.

14. INTERPRETATION OF REQUIREMENTS

14.1 A number of automotive components may not lend themselves readily to the applicable safety standards and test methods. When such a problem arises, the Contractor will notify the Technical Authority immediately. The solution to the problem will be worked between the Contractor and Technical Authority. It is the Technical Authority's responsibility to provide in writing the procedure to be used to remedy the situation.

14.2 Test requirements can change during the program year therefore affecting testing techniques. Should this situation occur, the impact on the test program would be evaluated conjointly by the Technical Authority and the Contractor and any agreed changes will be reflected through a contract amendment

15. CONFIDENTIALITY

15.1 The Technical Authority or a designated representative will have the right to attend each test as a witness and when required take an active part in the testing.

15.2 No visitor, observer or other person will be permitted at the test scene, unless the person's identification is duly provided and the Technical Authority specifically authorizes his/her presence.

15.3 The results, findings and any information to which the Contractor or any officer, servant or agent of the Contractor becomes privy to as a result of the services to be performed under this Contract will be treated as confidential during, as well as after, the performance of the services and must not be released to any third party without the written consent of the Technical Authority. .

15.4 The Contractor must maintain no communication with the manufacturer of the vehicle components, equipment or tires on the subject of testing, test results, or test procedure, unless specifically authorized to do so by the Technical Authority.

15.5 The Contractor must meet or discuss with the Technical Authority when so required for the purpose of reviewing and discussing all matters relating to the status of the services.

16. DELIVERABLES

16.1 TEST SCHEDULING AND MONITORING

The Contractor must give to the Technical Authority an advance notice of testing. The Contractor must also provide periodic status reports indicating the various phases of a test program that has been completed.

17. REPORTING

17.1 REPORT OF TESTING

An original test report must be established for each samples identified by the Transport Canada unique identification number.

Each test report must be delivered in a secure electronic format (Any and All formats are either to be in PDF file or in Microsoft Office such as Excel or Word) approved by the Technical Authority and include:

1. Cover page indicating laboratory file number, date, sample number, and if applicable, vehicle, model year and seating position;
2. The name and signature of the technician performing the test and the name and signature of the responsible test engineer;
3. Table of contents;
4. List of abbreviations and symbols;
5. Description of test and equipment used for each test;
6. Detailed reference to the applicable Sections and Subsections of CMVSS and if applicable to other sources e.g. Motor Vehicle Safety Test Method (MVSTM), Society of Automotive Engineers (SAE), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Code of Federal Regulations (CFR), etc.;
7. Suitable identification and description of each sample or group of samples;
8. Tabulated test results indicating the performance levels specified by CMVSS or applicable reference and the actual values achieved in the tests;
9. Photographs required to document test set-up and results;
10. Load application graphs and diagrams, if applicable; and
11. Copy of the authorization letter.

17.2 No requirement on any data sheet will be left blank. If the requirements do not exist for a particular test sample, enter "N/A" for Not Applicable.

17.3 The digital photographs are to be properly identified with Transport Canada identification number.

17.4 The testing will be completed and the final test report submitted within eight (8) weeks from receipt of each sample or group of samples and an task authorization letter, or no later than the government fiscal year end (March 31st), whichever is sooner.

17.5 Should the Contractor be unable to complete the testing and submit a final test report within the required time frame, the Contractor must notify the Technical Authority immediately for alternate course of actions.

It is imperative that testing scheduled for one government fiscal year program is completed and that all test reports be received and approved by the Technical Authority prior to March 31st of that fiscal year.

18. DISPOSAL

18.1 The components provided by the Technical Authority for the purpose of this Contract must remain the property of Her Majesty the Queen in Right of Canada (Her Majesty) and must be stored safely by the Contractor until such time as the Technical Authority authorizes proper disposal or return to Transport Canada or any other authorized location. The Technical Authority undertakes to notify the Contractor following the test of the disposal/return methodology.

18.2 The Contractor is responsible for any and all costs associated with the disposal or removal of components, equipment from the Contractor's site.

18.3 All property of Her Majesty the Queen in Right of Canada (Her Majesty) that are approved by the Technical Authority to be Disposed of, must follow all Rules, Regulation, Policies and Acts. That information can be found at the following internet websites:

- <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12062> ((Policy on the Management of Materiel) ;
- <http://laws-lois.justice.gc.ca/eng/acts/S-27/> (Surplus Crown Assets Act)

18.4 The arrangement for disposal or return of such components or equipment will be made in writing. In no case will the Contractor be required to retain vehicle components or equipment, which have been shown to satisfy the requirements of the Safety Standards for longer than sixteen (16) weeks after completion of the tests.

ANNEX "A1": TESTS LIST

Description	
CMVSS 108	
BASIC TEST	
<u>A. Headlamps</u>	
1	Photometry/Scanning for Lower Beam
2	Photometry for Upper Beam
3	Photometry for Daytime Running Lamps
4	Photometry/Scanning for Lower Beam and Upper beam
5	Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps
6	Photometry for each additional function (parking lamps, turn signal lamps)
7	Photometry for reflex reflector
<u>B. Signaling and Marking Devices</u>	
8	Photometry for one function
9	Photometry for two functions
10	Photometry for three functions
11	Photometry for four functions
12	Photometry for five functions
13	Photometry for six functions
14	Photometry for seven functions
15	Photometry for eight functions
16	Photometry for reflecting sheeting (conspicuity tape – large trailers)
<u>C. Other Tests</u>	
17	Color (single function)
18	Abrasion and post test photometry
19	Chemical Resistance and post test photometry
20	Corrosion
21	Dust and post test photometry
22	Temperature/internal heat and post test photometry
23	Humidity and post test photometry
24	Vibration
25	Sealing
26	Laboratory hourly rates for investigative testing

ANNEX A2 : TRANSPORT CANADA - TASK AUTHORISATION (TA) FORM

Date:

Dear Sir or Madam:

This letter serves as your authorization to test the _____ samples listed on the attached schedule under TC's FISCAL YEAR _____ test program and in accordance with the Compliance Testing Contract T8080-190067.

Please acknowledge receipt and acceptance of this Task Authorizations by signing below and returning one signed copy to the attention of the undersigned by _____. Please note that the testing and reporting must be completed no later than _____.

Upon receipt of this signed Task Authorizations, Transport Canada will deliver all sample items listed on the attached schedule to your facility on or about _____.

The Departmental Technical Authority for this work will be _____. Please notify the aforementioned when testing will commence and when results and reports will be available for review by Transport Canada.

Unless notified otherwise, please retain all samples following completion of testing and contact the undersigned at the below address regarding their disposition. Should you have any questions, please contact _____

Contractor name /			Contract number T8080-190067		
Task Authorisation No. – No. de l'autorisation de taches :			Title of the task / Titre de la tache :		
LIST OF SAMPLES TO BE TESTED					
TC Identification No.	MAKE	MODEL	QTY Of Tests	TEST SPECS	MAXIMUM TEST COST
				TOTAL	
2.0 : Authorization / Authorisation					
By signing this TA, the Technical Authority certify that the content of this TA is in accordance with the Contract.					

Department Technical Authority					

Signature			Date		
3.0 : Contractor's signature					

Name and title of individual authorized - to sign for the Contractor					

Signature			Date		

ANNEX "B": BASIS OF PAYMENT *[To be inserted at contract award]*