

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :	
louise.curtis@tc.gc.ca	

Proposal To: Transport Canada

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

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 thereof.

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:

- 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
- 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 :

- 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 ;
- tous les renseignements figurant dans la soumission sont complèts, 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 Professional Services for Vehicle Minimum Sound Testing/ Services professionnels pour les essais concernant le bruit minimal des véhicules Solicitation No. – N° de l'invitation T8080-230054 Client Reference No. – N° référence du client GETS Reference No. – N° de référence de SEAG Solicitation Closes L'invitation prend fin at – à 02:00 PM − 14h00 on − le 11 July 2023 F.O.B F.A.B. Plant-Usine: □ Destination: ☑ Other-Autre: □ Address inquiries to – Adresser toute demande de renseignements à : Louise Curtis Area code and Telephone No. Code regional et N° de téléphone 343-571-8834 Destination – of Goods, Services, and Construction: Destination – des biens, services et construction National Capital Region					
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Destination – des biens, services et construction	343-571-8834	louise.curtis@tc.gc.ca			
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 addresse du fournisseu	ır/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	e signer au nom du fournisseur/de			
l'entrepreneur (taper ou écrire en caract				

Signature

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UNCLASSIFIED / NON CLASSIFIÉ

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PART 1 - GENERAL INFORMATION

1. Summary

Transport Canada is seeking a professional laboratory (Contractor) to perform CMVSS 141 compliance testing on light-duty vehicles within the scope of this standard, as well as unbiased vehicle minimum sound research testing on an expanded scope of vehicles, including conventionally powered, hybrid, and electric; medium and heavy-duty vehicles. Research testing results will provide the technical evidence necessary to guide Canadian motor vehicle safety regulations for medium and heavy-duty electric vehicles.

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:

d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;

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

Delete: 60 days Insert: 180 days

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Section 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted.

2.2 Submission of Bids

Bids must be submitted to Transport Canada only to louise.curtis@tc.qc.ca as indicated on page 1 of the bid solicitation.

Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted. Refer to Part 3, section 3.1 "Bid Preparation Instructions".

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

Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

Former Public Servant 2.3

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid nonresponsive.

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;
- 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.

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

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 FPSs 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 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 Basis for Canada's Ownership of Intellectual Property

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u> (http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html):

The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.7 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:
 - i) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations (https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) or visit the DPO website; and

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- (ii) 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

The Bidder must submit its bid electronically by the date and time of closing identified on page 1. Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid One (1) soft copy, Submitted by email;
- ii. Section II: Financial Bid One (1) soft copy, Submitted by email:
- iii. Section III: Certifications Not included in the technical bid, One (1) soft copy, submitted by email.

The bids must be sent by E-mail to: louise.curtis@tc.gc.ca.

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use a numbering system that corresponds to the bid solicitation;
- ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii. include a table of contents.

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex "B" - Basis of Payment

3.1.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

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If Attachement 1 to Part 3 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

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ATTACHMENT 1 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);
() Wire Transfer (International Only);

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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 the 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 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 70%.

- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$50,000.00 (50).

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 24.99	87.21
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.77	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30	72.52

ATTACHMENT 1 to PART 4 - BID EVALUATION CRITERIA

1. Technical Evaluation criteria

Proposal compliance will be evaluated on the basis of the following mandatory and rated requirements. Bidders must provide necessary documentation to support compliance. Bidders are also advised to refer to Part 3.1 – Bid Preparation Instructions.

Mandatory

The Mandatory Technical Criteria listed below will be evaluated on a simple met/not met (i. e. compliant/non-compliant) basis.

Each Mandatory Technical Criterion should be addressed separately. Proposals that do not meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all Mandatory Technical Criteria and must provide the necessary documentation to support compliance

#	Mandatory Requirement	Met / Not Met	Proposal Reference
	The Bidder must demonstrate that their laboratory has experience performing accurate, timely, and flexible FMVSS 141 sound testing services for the National Highway Traffic Safety Administration.		
	The Bidder must demonstrate this experience by providing two examples of services that the laboratory has completed, within the last five (5) years , measured from the date of bid closing.		
	Each example must include the following required information: - Number of FMVSS 141 tests performed		
	- Type and class(es) of vehicle tested		
	- A short description of the format of results reporting		
M1		□Yes	
	The examples must include references with the following required information:	☐ No	
	- Client Company Name		
	- Client Contact Name		
	- Client Title		
	- Duration (mm-yyyy to mm-yyyy)		
	- Phone Number and/or Email		
	References may be contacted to confirm accuracy of reported experience, and to confirm the (1) Accuracy and clarity of results; (2) Delivery of results in a timely manner; and (3) Flexibility of the service provider.		
M2	The Bidder must demonstrate their current ability to conduct regulatory compliance testing according to FMVSS 141 and UN ECE 138 test	☐ Yes ☐ No	

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#	Mandatory Requirement		Proposal Reference
	procedures on light-duty vehicles:		
	(1) The Bidder must provide proof of ownership of an appropriate test facility for compliance testing of light-duty vehicles and proof that the test surface meets the requirements of ISO 10844:2014.		
МЗ	The Bidder must demonstrate their current ability to conduct FMVSS 141 and UN ECE 138 Test Procedures on medium- and heavy-duty vehicles: (1) The Bidder must submit an approach and methodology to complete all tasks and deliverables of the FMVSS 141 and UN ECE 138 research program (to a compliance standard or, propose a reasonable alternative approach to conduct testing that minimizes the variance of results compared to LDV compliance testing) for medium- and heavy-duty vehicles. (2) The Bidder must provide proof of ownership of an appropriate test facility and test surface for performing testing of medium- and heavy-duty vehicles as proposed in (1).	☐ Yes ☐ No	

Technical Point Rated:

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 score of 140 points will be declared non-responsive.

Each point rated technical criterion should be addressed separately

#	Criteria	Scoring	Maximum Points	Proposal Cross- Reference
R1.	FMVSS 141 COMPLIANCE TESTING Approach for LDVs The Bidder should demonstrate their approach and methodology to complete all tasks and deliverables of the FMVSS 141 compliance test program for light-duty vehicles. The bidder should demonstrate this by providing a clear and comprehensive compliance testing approach that includes: Test Protocols Equipment Used including	Test Protocols 0 points – Test protocols are incomplete. 15 points – Test protocols are clear and comprehensive. Equipment Used including test fixtures 0 points – The list of equipment used is incomplete. 15 points – The list of equipment used, including test fixtures, is	50	

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#	Criteria	Scoring	Maximum Points	Proposal Cross- Reference
	test fixtures Reporting Handling of Samples for traceability / Record Keeping	complete. Reporting 0 points – The sample template for reporting is incomplete. 10 points – The sample template includes all necessary information. Handling of Samples for traceability / Record Keeping 0 points – The approach to handling of samples is incomplete. 10 points – The approach to handling the samples for traceability and record keeping is clear and comprehensive.		
R2.	UN ECE 138 COMPLIANCE TESTING Approach for light- duty vehicles The Bidder should demonstrate their approach and methodology to complete all tasks and deliverables of the UN ECE 138 compliance test program for light-duty vehicles. The bidder should demonstrate this by providing a clear and comprehensive compliance testing approach that includes: Test Protocols Equipment Used including test fixtures Reporting Handling of Samples for traceability / Record Keeping	Test Protocols 0 points – Test protocols are incomplete. 15 points – Test protocols are clear and comprehensive. Equipment Used including test fixtures 0 points – The list of equipment used is incomplete. 15 points – The list of equipment used, including test fixtures, is complete. Reporting 0 points – The sample template for reporting is incomplete. 10 points – The sample template includes all necessary information.	50	

#	Criteria	Scoring	Maximum Points	Proposal Cross- Reference
		Handling of Samples for traceability / Record Keeping 0 points – The approach to handling of samples is incomplete. 10 points – The approach to handling the samples for traceability and record keeping is clear and comprehensive.		
R3.	FMVSS 141 RESEARCH TESTING Approach for MHDVs The Bidder should demonstrate their approach and methodology to complete all tasks and deliverables of the FMVSS 141 research program (to a compliance standard or, propose a reasonable alternative approach to conduct testing that minimizes the variance of results compared to LDV compliance testing) for medium- and heavy-duty vehicles. The bidder should demonstrate this by providing a clear and comprehensive description of any modifications to the standard LDV compliance testing approach to enable MHDV research testing that includes: • Any required modifications to standard Test Protocols and rationale • Any required modifications to Equipment Used including test fixtures • Any required modifications to Reporting • Any required modifications to Handling of Samples for	Test Protocols 0 points – The modifications to test protocols and rationale are incomplete or the justification is unclear. 15 points – The modifications to test protocols and rationale are clear and comprehensive; Or the justification is clear and comprehensive if no modifications are required. Equipment Used including test fixtures 0 points – The modifications to the list of equipment used are incomplete or the justification is unclear. 15 points – The modifications to the list of equipment used, including test fixtures, are complete; Or a clear and comprehensive justification is provided if no modifications are required. Reporting	50	

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щ		Coordinate	Maximum	Proposal Cross-
#	Criteria	Scoring	Points	Reference
	traceability / Record Keeping The approach to minimize and quantify variance compared to the LDV compliance testing approach, if applicable, should be incorporated. If no modifications are required, a clear and comprehensive justification is required.	O points – Modifications to a sample template for reporting are incomplete or justification is unclear. 10 points – Modifications to a sample template that includes all necessary information are provided; Or a clear and comprehensive justification is provided if no modifications are required.		
		Handling of Samples for traceability / Record Keeping 0 points – Modifications to an approach to handling samples for traceability and record keeping are incomplete or justification is unclear. 10 points – A clear and comprehensive approach to handling samples for traceability and record keeping is provided; Or a clear and comprehensive justification is provided if no modifications are required.		
R4.	UN ECE 138 RESEARCH TESTING Approach for MHDVs The Bidder should demonstrate their approach and methodology to complete all tasks and deliverables of the UN ECE 138 research program (to a compliance standard or, propose a reasonable alternative approach to conduct testing that minimizes the variance of results compared to LDV compliance testing) for medium- and heavy-duty	Test Protocols 0 points – The modifications to test protocols and rationale are incomplete or the justification is unclear. 15 points – The modifications to test protocols and rationale are clear and comprehensive; Or the justification is clear and comprehensive if no modifications are required.	50	

#	Criteria	Scoring	Maximum Points	Proposal Cross- Reference
	vehicles. The bidder should demonstrate this by providing a clear and comprehensive description of any modifications to the standard LDV compliance testing approach to enable MHDV research testing that includes: • Any required modifications to standard Test Protocols and rationale • Any required modifications to Equipment Used including test fixtures • Any required modifications to Reporting • Any required modifications to Handling of Samples for traceability / Record Keeping The approach to minimize and quantify variance compared to the LDV compliance testing approach, if applicable, should be incorporated. If no modifications are required, a clear and comprehensive justification is required.	Equipment Used including test fixtures 0 points – The modifications to the list of equipment used are incomplete or the justification is unclear. 15 points – The modifications to the list of equipment used, including test fixtures, are complete; Or a clear and comprehensive justification is provided if no modifications are required. Reporting 0 points – Modifications to a sample template for reporting are incomplete or justification is unclear. 10 points – Modifications to a sample template that includes all necessary information are provided; Or a clear and comprehensive justification is provided if no modifications are required. Handling of Samples for traceability / Record Keeping 0 points – Modifications to an approach to handling samples for traceability and record keeping are incomplete		
		or justification is unclear. 10 points – A clear and comprehensive approach to handling samples for traceability and record keeping is provided; Or a		

#	Criteria	Scoring	Maximum Points	Proposal Cross- Reference
		clear and comprehensive justification is provided if no modifications are required.		

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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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.

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5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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

PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

- 6.1 Security Requirements
- **6.1.1** There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled______, dated ______.

6.3 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.

6.3.1 Task Authorization Process

The Contracting Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in the Annex titled "Task Authorization Form".

The 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(es) and method(s) of payment as specified in the Contract.

The Contractor must provide the Contracting Authority, within 7 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.

The Contractor must not commence work until a TA authorized by the Contracting 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.

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6.3.1.1 Task Authorization Limit

The Project Authority may authorize individual TAs up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

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

6.3.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

In this clause:

- "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
- (ii) "Minimum Contract Value" means 20% of the initial contract period.
- Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph C. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- . In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- . Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3.2 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 TA 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 Contracting Authority.

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

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6.3.2.1 Reporting Requirement - Details

- A. A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:
- (i) For each authorized task:
 - The authorized task number or task revision number(s); (a)
 - (b) A title or a brief description of each authorized task;
 - (c) The total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
 - The total amount, exclusive of Applicable Taxes, expended to date against each (d) authorized task;
 - The start and completion date for each authorized task; and (e)
 - (f) The active status of each authorized task, as applicable.
- (ii) For all authorized tasks:
 - (a) 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
 - The total amount, exclusive of Applicable Taxes, expended to date against all (b) authorized TAs.

Standard Clauses and Conditions 6.4

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-quidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.4.1 **General Conditions**

2010B (2022-12-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4.2 **Supplemental General Conditions**

4007 (2022-12-01) Supplemental General Conditions – Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

6.5 **Term of Contract**

6.5.1 **Period of the Contract**

The Work is to be performed during the period of Contract Award to 31 March 2025.

6.5.2 **Option to Extend the contract**

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The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 thirty (30) 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.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Louise Curtis
Procurement Specialist
Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5
343-571-8834
louise.curtis@tc.qc.ca

The Project Authority for the Contract is:

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.

6.6.2 Project Authority (to be inserted at contract award)

Name: _____
Title: ____
Organization: ____
Address: ____
Telephone: ____ __
Facsimile: ____ __
E-mail address: _____

The Project 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.

6.6.3 Contractor's Representative (Offeror please complete)

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	

E-mail address:	_		

6.7 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price of \$______ 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.

6.8.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

6.8.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments.

6.8.4 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);

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- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.9 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 support by:

- a. a copy of the release document and any other documents specified in the Contract;
- b. a copy of the quarterly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address show on page 1 of the Contract for certification and payment.

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4007</u> (2022-12-01), Canada to own intellectual property rights in Foreground Information
- (c) the general conditions 2010B (2022-12-01), Professional Services (Medium Complexity)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment
- (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)) including its Inuit Benefits Plan. (if applicable).

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6.13 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".

6.14 Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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ANNEX "A" - STATEMENT OF WORK

1. Title

Professional Services for Vehicle Minimum Sound Testing

2. Background

Hybrid and electric vehicles are significantly quieter than their internal combustion engine counterparts when driven at low speeds, heightening the risk of collision to vulnerable road users who rely on audible signals when navigating in the vicinity of traffic (e.g., in parking lots and while crossing streets).

As of December 2, 2022, Motor Vehicle Safety Regulations include Canada Motor Vehicle Safety Standard (CMVSS) 141 for minimum sound requirements for every hybrid or electric passenger car, multi-purpose passenger vehicle, truck, bus, and low-speed vehicle with a gross vehicle weight rating of 4,536 kg or less.

The safety standard includes requirements for acoustic parameters when the vehicle is about to move or is moving at low speeds. These requirements will increase the likelihood that blind, visually impaired, and other pedestrians, and pedal cyclists are able to detect and recognize nearby light duty hybrid and electric vehicles. These specifications should allow the pedestrian to recognize that there is a vehicle present, where that vehicle is, and in what state it is operating, more precisely, if the vehicle is accelerating or decelerating, going forward or reversing.

Vehicles in scope can conform to CMVSS 141 with one of the following two incorporated standards:

- a. UN ECE Regulation No. 138 (UN ECE 138): the requirements set out in paragraph 6 of Regulation No. 138 of the Economic Commission for Europe of the United Nations, entitled Uniform provisions concerning the approval of Quiet Road Transport Vehicles with regard to their reduced audibility, as amended from time to time, and shall be tested in accordance with the conditions and test procedures set out in Annex 3 of that Regulation, as amended from time to time; or
- b. CFR Standard No. 141 (FMVSS 141): the requirements set out in provision S5 of section 571.141, subpart B, part 571, chapter V, Title 49 of the Code of Federal Regulations of the United States, entitled Standard No. 141; Minimum Sound Requirements for Hybrid and Electric Vehicles, as amended from time to time, and shall be tested in accordance with the conditions and test procedures set out in provisions S6 and S7 of that section, as amended from time to time.

Transport Canada is seeking a professional laboratory (Contractor) to perform CMVSS 141 compliance testing on light-duty vehicles within the scope of this standard, as well as unbiased vehicle minimum sound research testing on an expanded scope of vehicles, including conventionally powered, hybrid, and electric; medium and heavy-duty vehicles. Research testing results will provide the technical evidence necessary to guide Canadian motor vehicle safety regulations for medium and heavy-duty electric vehicles.

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Objective 3.

The objectives of this work are to:

- conduct CMVSS 141 compliance testing on light-duty vehicles (COMPLIANCE TESTING);
- conduct minimum sound research testing on medium- and heavy-duty vehicles (RESEARCH TESTING)

Acoustic data from a variety of vehicle configurations, including medium and heavy-duty zero emission vehicles, will help to inform Transport Canada's motor vehicle safety regulations.

4. Approach

The Contractor must provide the services of a minimum sound testing laboratory within North America to perform a series of standardized tests on a selection of light, medium, and heavy-duty vehicles.

COMPLIANCE TESTING: The Contractor must conduct tests according to both options under CMVSS 141 (UN ECE 138 and FMVSS 141) to a compliance standard for light-duty vehicles.

RESEARCH TESTING: The Contractor must conduct research testing on medium and heavy-duty vehicles according to both options under CMVSS 141 (UN ECE 138 and FMVSS 141), with reasonable modifications to the standard procedures as needed. It is anticipated that modifications to the standardized procedures may be required to accommodate medium- and heavy-duty vehicles, which are not subject to minimum sound standards in North America. This may include modifications: to certain requested parameters (such as modifications to the range of speeds tested, or with the sound generators disabled, etc.); to allow testing a range of light, medium, and heavy-duty vehicles (up to Class 8); and to allow testing conventionally powered, hybrid, and electric vehicles.

5. **Technical Documentation**

- 5.1 Canada Motor Vehicle Safety Standard No. 141 (Minimum Sounds Requirements for Hybrid and Electric Vehicles) are available from Transport Canada and may be consulted on the Internet.
- 5.2 The Contractor must obtain and keep up-to-date reference material, such as those from the: International Organization for Standardization; National Highway Traffic Safety Administration; and Economic Commission for Europe of the United Nations as is necessary to carry out the work.
- 5.3 Any subsequent modifications to testing requirements will be made as necessary and as agreed in writing between the Contractor and Transport Canada.

6. **Tasks**

The Contractor will be responsible for performing the sound testing in accordance with Canada Motor Vehicle Safety Standard No. 141 (CMVSS 141) and standards incorporated by reference, including from the International Organization for Standardization (ISO), National Highway Traffic Safety Administration, and Economic Commission for Europe of the United Nations.

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Transport Canada will select from these test procedures, incorporated by reference in CMVSS 141, for each vehicle selected for testing:

- a. Federal Motor Vehicle Safety Standard No. 141; Minimum Sound Requirements for Hybrid and Electric Vehicles (FMVSS 141)
- Regulation No. 138 of the Economic Commission for Europe of the United Nations, Uniform provisions concerning the approval of Quiet Road Transport Vehicles with regard to their reduced audibility (UN ECE 138)
- c. Analysis Consulting: perform specific analysis of test results on an hourly basis.

If the Contractor cannot perform RESEARCH TESTING on medium- and heavy-duty vehicles in accordance with all specifications in CMVSS 141 or test procedures incorporated by reference in FMVSS 141 or UN ECE 138, an alternative approach to minimize the variance of results must be proposed and accepted by Transport Canada.

For example, if tests cannot be performed on a test surface in conformance with standardized requirements due to the weight of the vehicle exceeding the test surface weight limit, the Contractor may perform testing on a reasonably comparable surface, with an analysis of the surface to give an indication of variance from a standardized test surface.

The Contractor must carry out the following services:

- 6.1 Provide the necessary qualified personnel, facilities, materials, supplies and equipment to perform and manage the requisite testing.
- 6.2 Develop annual test plans for review and approval by Transport Canada.
- 6.3 Perform minimum sound testing, according to approved annual test plans, on Test Vehicles selected by Transport Canada for testing.
- 6.4 Conduct additional testing if authorized by Transport Canada for specific investigations, subject to the financial limitations of this contract. Transport Canada will be responsible for the cost of any additional testing required.
- 6.5 Rent vehicles for testing when authorized by Transport Canada for specific investigations, subject to the financial limitations of this contract. Transport Canada will be responsible for the cost to rent and test authorized rental vehicles. The Contractor will be responsible for locating, renting, transport, storage, and testing of suitable rental vehicles as applicable.
- 6.6 The Contractor must implement and maintain a suitable calibration system and laboratory conditions as specified in the applicable test standard or in the accepted alternative approach.
- 6.7 Where required, the Contractor must provide test fixtures and equipment such as, but not limited to, test surface and acoustic measurement devices.
- 6.8 The Contractor must provide storage of the vehicles for up to 90 days during pre-test preparation and 90 days after testing has been completed to allow for results analysis.
- 6.9 The Contractor must charge or refuel the Test Vehicles as needed to perform the minimum sound testing.

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- 6.10 The Contractor must maintain communication with Transport Canada and provide the following as requested:
 - 6.10.1.1 Acknowledgement of receipt of the vehicle(s) at test locations.
 - 6.10.1.2 Minimum sound laboratory test procedures.
 - 6.10.1.3 Technical discussions / consultations relating to vehicle sound testing relevant to this test program.
 - 6.10.1.4 Access to test sites by Transport Canada employees (site visits).
- 6.11The Contractor must provide meeting facilities at the Contractor's test site in the event that the contractor or Transport Canada request meetings.

7. Deliverables

- 7.1 The Contractor must submit a test schedule to the Project Authority for approval prior to the start of the testing period and the conduct of all tests must be coordinated to permit on site monitoring by the project authority.
- 7.2 Any indication of non-compliance, test protocol or test uncertainties must be reported within 48 hours to the Project Authority.
- 7.3 The Contractor must also provide periodic status reports to the Project Authority indicating which phases of a test program have been completed. These status reports must be sent by e-mail.
- 7.4 The Contractor must provide to the Project Authority detailed test results reports for each test case and supporting documentation such as acoustic performance graphs, diagrams, photographs, videos, etc. as required in Microsoft Excel (. XLS or.CSV), Microsoft Word (.DOC), Adobe Acrobat (.PDF) or other format as discussed and agreed upon by Transport Canada and the Contractor:
 - 7.4.1 A separate test report shall be produced for each test vehicle and identified by a unique identification number.
 - 7.4.2 Each test report shall be delivered in a secure electronic format (either PDF file or Microsoft Office such as Excel or Word) and include:
 - 7.4.2.1 Cover page indicating laboratory file number, date, supplied Transport Canada identification number (TC#);
 - 7.4.2.2 The name and signature of the technician performing the test and the name and signature of the responsible test engineer;
 - 7.4.2.3 Table of contents:
 - 7.4.2.4 List of abbreviations and symbols, if any;

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- 7.4.2.5 Description of test and equipment used for each test;
- 7.4.2.6 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), etc.;
- 7.4.2.7 Transport Canada identification number (TC#) as supplied and description of each test vehicle;
- 7.4.2.8 Tabulated test results indicating the performance levels specified by CMVSS or applicable reference and the actual values achieved in the tests;
- 7.4.2.9 Digital photographs properly labeled with Transport Canada identification number documenting test set-up and results;
- 7.4.2.10 Load application graphs and diagrams, if applicable.
- 7.5 The documents listed above must be sent by email or any form agreed upon by Transport Canada in English.
- 7.6 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 Project Authority prior to March 31st of that fiscal year.

8. Project Schedule

The testing will be completed, and the final test report submitted within (8) weeks from the receipt of each test vehicle, or no later than the government fiscal year end (March 31st), whichever is sooner.

9. Performance Test Failure

In the case of a test failure during COMPLIANCE TESTING, the Contractor will:

- 9.1 Report immediately to the Project Authority any indication of a performance test failure;
- 9.2 Document the case by means of detailed photographs or video to fully show the nature of the test failure:
- 9.3 Not attempt any failure analysis;
- 9.4 Maintain no communication with the manufacturer of the vehicle on the subject of testing, test results, or test procedure. All such subjects will be communicated, if necessary, through the Project Authority;
- 9.5 Submit the report; and
- 9.6 Await further instructions from the Project Authority.

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 Project 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 Treasury Board guidelines.

10. Vehicle Use, Transport, and Storage

Transport Canada will temporarily loan Test Vehicles to the Contractor for minimum sound testing. Transport Canada will ship the Test Vehicles to the Contractor's test facility and pay all applicable shipping and customs fees.

The Contractor:

- 10.1 will use the Test Vehicles for testing purposes agreed to by Transport Canada and for no other use whatsoever;
- 10.2 will not cause or allow the Test Vehicles to be loaned or rented to any person or organization;
- 10.3 will only permit the Test Vehicles to be driven by its employees and its agents and will only allow passengers who are involved in the Testing;
- 10.4 will only permit the Test Vehicles to be driven by operators having the required class of license needed to operate the Test Vehicles (e.g., medium, and heavy-duty vehicle operator licenses);
- 10.5 will preserve and protect the Test Vehicles from theft, loss, or damage;
- 10.6 will not drive the Test Vehicles on public roads;
- 10.7 will document all modifications to the Test Vehicles, as may be required for Testing, as well as any subsequent repairs, and will provide this documentation to Canada;
- 10.8 will return the Test Vehicles in as good a mechanical and physical condition as when it was delivered, with just reasonable wear and tear or acceptable damage to esthetic, non-safety related components due to the installation and removal of Testing equipment, and should that not be done, it will pay Canada for any loss or repairs necessary to restore the vehicle to the same conditions as it was when it was loaned.

11. Location of Work

The location of the testing is at the Contractor's place of business.

12. Insurance

The winning bidder must hold and provide confirmation of General Liability Insurance for the duration of the contract.

13. Confidentiality

a. The Project Authority and/or his designated representative may attend each test as a witness. No visitor, observer or other person shall be permitted at the test center, unless the person's identification is duly provided and the reason for their presence is discussed with the PTM.

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- b. 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 will not be released to any third party without the written consent of the Project Authority.
- c. The Contractor will maintain no communication with the manufacturer of the motor vehicle on the subject of testing, test results, or test procedure, unless specifically authorized to do so by the Project Authority.
- d. The Contractor will meet with the Project Authority as required for the purpose of reviewing and discussing all matters relating to the status of the services.

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ANNEX "B" - BASIS OF PAYMENT

During the period of the Contract for Work performed in accordance with the Contract, the Contractor will be paid in accordance with the pricing specified below:

Travel and Living expenses

Canada will not reimburse any travel or living expenses associated with performing the Work.

Engineering Support and Vehicle Rental

The Contractor will be reimbursed its Engineering Support and Vehicle Rental reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All Engineering Support and Vehicle Rental must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$11,000.00 Annually

Table 1. Initial Period Contract award to 31 March 2025

Client Ref. No. - N° de réf. du client

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price			
1	Annual kick-off meeting and submission of test schedule 1st year	No later than 2 weeks of contract award	2	\$	\$			
	2 nd year	No later than 30 May 2024						
2	Status reports indicating which phases of the test program have been completed	Quarterly	6	\$	\$			
3	FMVSS 141 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report <i>OR</i> ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	No later than 31 March 2025	4	\$	\$			
4	FMVSS 141 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2025	8	\$	\$			
5	ECE R138 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2025	8	\$	\$			
6	Preparation for, and validation of, the proposed research approach for MHDVs including associated engineering studies, analysis and interpretation	No later than 31 March 2025	1	\$	\$			
	(Total Evaluated Cost) Total Firm Price: \$(A)							
	Applicable Taxes Extra							

Table 1A: Initial Period Contract award to 31 March 2025: Estimated Engineering Support for testing and Vehicle Rental

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
1.1	ESTIMATED Miscellaneous Engineering Support without mark-up	No later than 31 March 2025	2	\$1,000.00	\$2,000.00
1.2	ESTIMATED Vehicle Rental without mark-up	Ţ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$20,000.00	
	\$22,000.00				
	Total Evalu	\$			

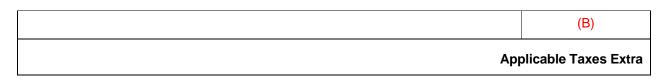


Table 2. Optional Services: Initial Period Contract award to 31 March 2025

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price	
1	FMVSS 141 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report OR ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	Due date to be set if/when optional task is requested	3	\$	\$	
2	FMVSS 141 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	Due date to be set if/when optional task is requested	3	\$	\$	
3	ECE R138 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	Due date to be set if/when optional task is requested	3	\$	\$	
(Total Evaluated Cost) Total Firm Price:					\$(C)	
	Applicable Taxes Extra					

Table 3. Option Period 1: 1 April 2025 to 31 March 2026

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
1	Annual kick-off meeting and submission of test schedule	Within 2 weeks of option period being exercised	1	\$	\$
2	Status reports indicating which phases of the test program have been completed	Quarterly	4	\$	\$
3	FMVSS 141 Noise Test on a Light Duty Vehicle certified to	No later than 31 March	2	\$	\$

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	this standard, and provision of detailed test results report <i>OR</i> ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	2026					
4	FMVSS 141 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2026	3	\$	\$		
5	ECE R138 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2026	3	\$	\$		
	\$(D)						
	Applicable Taxes Extra						

Table 3A: Option Period 1 - 1 April 2025 to 31 March 2026: Estimated Engineering Support for testing and Vehicle Rental

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
3.1	ESTIMATED Miscellaneous Engineering Support without mark-up	No later than 31 March 2026	1	\$1,000.00	\$1,000.00
3.2	ESTIMATED Vehicle Rental without mark-up	No later than 31 March 2026	1	\$10,000.00	\$10,000.00
			Total ESTIN	MATED Price:	\$11,000.00
	\$				
					(E)
Applic					licable Taxes Extra

Table 4. Optional Services: Option Period 1: 1 April 2025 to 31 March 2026

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
1	FMVSS 141 Noise Test on a Light	No later than 31	3	\$	\$

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	Duty Vehicle certified to this standard, and provision of detailed test results report <i>OR</i> ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	March 2026		
2	FMVSS 141 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2026	3	\$ \$
3	ECE R138 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2026	3	\$ \$
		(Total Evaluat	ed Cost) To	\$(F)

Table 5. Option Period 2: 1 April 2026 to 31 March 2027

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
1	Annual kick-off meeting and submission of test schedule	Within 2 weeks of option period being exercised	1	\$	\$
2	Status reports indicating which phases of the test program have been completed	Quarterly	4	\$	\$
3	FMVSS 141 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report OR ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	No later than 31 March 2027	2	\$	\$
4	FMVSS 141 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test results report	No later than 31 March 2027	3	\$	\$
5	ECE R138 Noise Test on a Medium or Heavy-Duty Vehicle and provision of detailed test	No later than 31 March 2027	3	\$	\$

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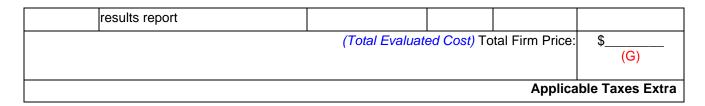


Table 5A: Option Period 2 - 1 April 2026 to 31 March 2027: Engineering Support For testing and Vehicle Rental

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
5.1	ESTIMATED Miscellaneous Engineering Support without mark- up	No later than 31 March 2027	1	\$1,000.00	\$1,000.00
5.2	ESTIMATED Vehicle Rental without mark-up	No later than 31 March 2027	1	\$10,000.00	\$10,000.00
	Total ESTIMATED Price A+B+C:				
Total Evaluated Cost Option Period 2 Table 5 + Table 5A:				\$(H)	
Appli					licable Taxes Extra

Table 6. Optional Services: Option Period 2: 1 April 2026 to 31 March 2027

Task	Description of Deliverable	Completion Date/Due Date	Quantity	Unit Price	Extended price
1	FMVSS 141 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report OR ECE R138 Noise Test on a Light Duty Vehicle certified to this standard, and provision of detailed test results report	No later than 31 March 2027	3	\$	\$
2	FMVSS 141 Noise Test on a Medium or Heavy- Duty Vehicle and provision of detailed test results report	No later than 31 March 2027	3	\$	\$
3	ECE R138 Noise Test on	No later than	3	\$	\$

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a Medium or Heavy-Duty Vehicle and provision of detailed test results report	31 March 2027				
	(Tota	l Evaluated	Cost) Tota	al Firm Price:	\$
					(I)
				Applic	cable Taxes Extra

Table 7: Total Evaluated Price

Total Evaluated Price	
Total Evaluated price for Initial Period: (A+B+C)	\$
Total Evaluated Price for Option Period 1: (D+E+F)	\$
Total Evaluated Price for Option Period 2: (G+H+I)	\$
Total Evaluated Price	\$
	Applicable Taxes Extra

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ANNEX "C" - TASK AUTHORIZATION FORM

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Authorization de tâche (Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Contractor's Name and Address

Enter the applicable information

Security Requirements

Enter the applicable requirements

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

TA Revision Number

Enter the revision number to the task, if applicable.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Aux fins de révision seulement

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

Required Work: Complete sections A, B, C, and D, as required.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.

- (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1. 50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.
- (b) Details of the activities to be performed (include as an attachment, if applicable)
- (c) Description of the deliverables to be submitted (include as an attachment, if applicable).
- (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

- (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35. 1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.
- (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).
- (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).
- (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

Travaux publics et Ser	vices
gouvernementaux Car	nada

Annex	
Annexe	102

Contract Number - Numéro du contrat

Task Authorization Autorisation de tâche

Autorisation	de táche				
Contractor's Name and Address - Nom et l'adress	e de l'entrepreneur	Task Authorization (TA) No N° de l'autorisation de tache (AT)			
		Title of the task, if a	pplicable - Titre de la tache, s'il y a lieu		
			t of Task (Applicable taxes extra) de la tache (Taxes applicables en sus)		
Security Requirements: This task includes securit Exigences relatives à la sécurité : Cette tache con	ity requirements	s relatives à la sécurite	é		
No - Non Yes - Oui If YES, refer to Si OUI, voir la	the Security Require Liste de verification of	ements Checklist (SRC des exigences relative	CL) included in the Contract à la sécurité (LVERS) dans le contrat		
<u> </u>					
For Revision only - Aux fins de revis	sion seulement				
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Costaxes extra) before Cout total estimatif applicables en sus)	de la tache (Taxes	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu		
	\$		\$		
Start of the Work for a TA: Work can until a TA has been authorized in accord conditions of the contract.		peuvent pas	vaux pour l'AT : Les travaux ne commencer avant que l'AT soit ormement au contrat.		
1. Required Work: - Travaux requis	1				
A.Task Description of the Work required - Desc	inpuon de tache des	5 travaux requis	See Attached - Ci-joint		
B. Basis of Payment - Base de paiement			See Attached - Ci-joint		
C. Cost of Task - Coût de la tâche			See Attached - Ci-joint		
D. Method of Payment - Méthode de paiement			See Attached - Ci-joint		

Annex	
Annexe	

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)	
By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.	En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.
The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.	La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.
Name and title of authorized client - No	om et titre du client autorisé à signer
Signature	Date
PWGSC Contracting Authority - A	Autorité contractante de TPSGC
Signature	Date
3. Contractor's Signature - Signature de l'entrepr	eneur
Name and title of individual autho Nom et titre de la personne autorisée	rized - to sign for the Contractor e à signer au nom de l'entrepreneur
Signature	Date