



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

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

By e-mail to: - Par courriel au :  
[Cory.lajoie@tc.gc.ca](mailto:Cory.lajoie@tc.gc.ca)

Attention: - Attention :  
Cory Lajoie

|  |   |
|--|---|
| <b>Title - Sujet</b><br>Compliance Testing of Vehicle Lighting Systems and Retro-Reflective Devices  |   |
| <b>Solicitation No.<br/>N° de l'invitation</b><br>T8080-240035   | <b>Date of Solicitation<br/>Date de l'invitation</b><br>June 11, 2024 |
| <b>Address enquiries to: - Adresser toute demande de renseignements à :</b><br>Cory Lajoie<br><b>Telephone No. - N° de telephone</b> 204-228-2267<br><b>E-Mail Address - Courriel</b> <a href="mailto:Cory.lajoie@tc.gc.ca">Cory.lajoie@tc.gc.ca</a> |   |
| <b>Destination</b><br>See herein - Voir aux présentes  |   |

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

|  |   |
|--|---|
| <b>Delivery required<br/>Livraison exigée</b><br>Not applicable - Sans objet | <b>Delivery offered<br/>Livraison proposée</b><br>Not applicable - Sans objet |
|--|---|

|  |
|--|
| <b>Vendor/Firm Name and Address<br/>Raison sociale et adresse du fournisseur/de l'entrepreneur</b> |
|  |

|  |                      |
|--|----------------------|
| <b>Person authorized to sign on behalf of Vendor/Firm (type or print):<br/>La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b> |                      |
| <b>Name - Nom</b>  | <b>Title - Titre</b> |
| <b>Signature</b>   | <b>Date</b>          |

|  |
|--|
| <b>Solicitation Closes - L'invitation prend fin</b><br>At - à :<br>2:00 PM - 14:00<br><br>On - le :<br>July 12, 2024<br><br>Time Zone - Fuseau Horaire :<br>Central Time |
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

- A. 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Task Authorization Form 572, and any other annexes.

### **1.2 Summary**

#### **1.2.1 Description**

- A. Transport Canada has a 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 (Standard 108) on an "as and when required basis" for an initial contract period of three (3) years with two (2) option years.

#### **1.2.2 Security Requirements**

- A. There is no security requirement applicable to this contract.

### **1.3 Debriefings**

- A. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 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

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Archived - Standard Acquisition Clauses and Conditions Manual | CanadaBuys](#) issued by Public Works and Government Services Canada.
- B. 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.
- C. The [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) 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;
  - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 120 days
  - (iii) 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. Late paper bids will be disposed of in accordance with Transport Canada document management policies.

### 2.2 Submission of Bids

- A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

#### 2.2.1 Transmission by E-mail

- A. 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.

### 2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Basis for Canada's Ownership of Intellectual Property

- A. 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 [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>):
  - (d) The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## 2.6 Bid Challenge and Recourse Mechanisms

- A. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- B. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#); and
  - (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.

## 2.7 Former Public Servant

- A. 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 non-responsive.

### 2.7.1 Definitions

A. For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the [Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/f-11/) (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

### 2.7.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

( ) Yes

( ) No

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

C. 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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text>).

### 2.7.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
- ( ) Yes
- ( ) No
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
  - (ii) Conditions of the lump sum payment incentive;
  - (iii) Date of termination of employment;
  - (iv) Amount of lump sum payment;
  - (v) Rate of pay on which lump sum payment is based;
  - (vi) Period of lump sum payment including start date, end date and number of weeks; and
  - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



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

### **3.1 Bid Preparation Instructions**

- A. The bid must be gathered per section and separated as follows:
- Section I: Technical Bid;
- Section II: Financial Bid;
- Section III: Certifications and Additional Information.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. It is recommended that all electronic documents be submitted using PDF file format.

### **3.2 Submission of Only One Bid**

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
- (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

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

- A. 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.
- B. 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.

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

- A. Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3 titled "Pricing Schedule".

#### **3.4.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.4.2 Exchange Rate Fluctuation**

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.5 Section III: Certifications and Additional Information**

- A. Bidders must submit the certifications and additional information required under Part 5.
- B. In Section III of their bid, bidders should provide:
  - (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
  - (ii) A completed and signed copy of Attachment 1 to Part 5 of this solicitation;
  - (iii) A completed and signed copy of Attachment 2 to Part 5 of this solicitation;
  - (iv) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
  - (v) Any other certifications and additional information required under Part 5.

**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

**1. General**

- A. Bidders must complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Unit Cost for each Item must be submitted.
- B. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.
- C. The estimated volumetric data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.
- D. Travel and living expenses will not be reimbursed and must be included in the costs below.

**2. Pricing Schedule**

- A. Initial Contract Period (From date of Contract Award to three (3) years after)

|   | Description  | A<br>VOLUMETRIC<br>DATA FOR<br>INITIAL<br>PERIOD (PER<br>12 MONTHS) | B<br>Firm Unit<br>Cost<br>(CAD \$) | C<br>Extended Cost<br>(CAD \$)<br>A*B=C |
|---|--|---|------------------------------------|---|
|   | <b>CMVSS 108</b>   |   |                                    |   |
|   | BASIC TEST   |   |                                    |   |
| <b>A. Headlamps</b>                     |  |   |                                    |   |
| 1                                       | Photometry/Scanning for Lower Beam   | 1   | \$                                 | \$                                      |
| 2                                       | Photometry for Upper Beam  | 1   | \$                                 | \$                                      |
| 3                                       | Photometry for Daytime Running Lamps                                       | 1   | \$                                 | \$                                      |
| 4                                       | Photometry/Scanning for Lower Beam and Upper beam                          | 5   | \$                                 | \$                                      |
| 5                                       | Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps   | 10  | \$                                 | \$                                      |
| 6                                       | Photometry for each additional function (parking lamps, turn signal lamps) | 30  | \$                                 | \$                                      |
| 7                                       | Photometry for reflex reflector  | 20  | \$                                 | \$                                      |
| <b>B. Signaling and Marking Devices</b> |  |   |                                    |   |
| 8                                       | Photometry for one function  | 5   | \$                                 | \$                                      |
| 9                                       | Photometry for two functions   | 10  | \$                                 | \$                                      |
| 10                                      | Photometry for three functions   | 3   | \$                                 | \$                                      |
| 11                                      | Photometry for four functions  | 15  | \$                                 | \$                                      |
| 12                                      | Photometry for five functions  | 3   | \$                                 | \$                                      |
| 13                                      | Photometry for six functions   | 1   | \$                                 | \$                                      |
| 14                                      | Photometry for seven functions   | 1   | \$                                 | \$                                      |
| 15                                      | Photometry for eight functions   | 1   | \$                                 | \$                                      |

|   |  |    |    |    |
|---|--|----|----|----|
| 16  | Photometry for reflecting sheeting (conspicuity tape – large trailers) | 1  | \$ | \$ |
| <b>C. Other Tests</b>   |  |    |    |    |
| 17  | Color (single function)  | 35 | \$ | \$ |
| 18  | Abrasion and post test photometry                                      | 1  | \$ | \$ |
| 19  | Chemical Resistance and post test photometry                           | 5  | \$ | \$ |
| 20  | Corrosion  | 1  | \$ | \$ |
| 21  | Dust and post test photometry  | 2  | \$ | \$ |
| 22  | Temperature/internal heat and post test photometry                     | 1  | \$ | \$ |
| 23  | Humidity and post test photometry                                      | 1  | \$ | \$ |
| 24  | Vibration  | 2  | \$ | \$ |
| 25  | Sealing  | 1  | \$ | \$ |
| 26  | Laboratory hourly rates for investigative testing                      | 1  | \$ | \$ |
| <b>TOTAL 12 MONTH FIRM UNIT COSTS FOR INITIAL CONTRACT PERIOD (D)</b> |  |    | \$ |    |

B. Option period 1 (12-month period)

|   |  | E                                   | F                       | G                               |
|---|--|-------------------------------------|-------------------------|---------------------------------|
|   | Description  | VOLUMETRIC DATA FOR OPTION PERIOD 1 | Firm Unit Cost (CAD \$) | Extended Cost (CAD \$)<br>E*F=G |
|   | <b>CMVSS 108</b>   |                                     |                         |                                 |
|   | BASIC TEST   |                                     |                         |                                 |
| <b>A. Headlamps</b>                     |  |                                     |                         |                                 |
| 1                                       | Photometry/Scanning for Lower Beam   | 1                                   | \$                      | \$                              |
| 2                                       | Photometry for Upper Beam  | 1                                   | \$                      | \$                              |
| 3                                       | Photometry for Daytime Running Lamps                                       | 1                                   | \$                      | \$                              |
| 4                                       | Photometry/Scanning for Lower Beam and Upper beam                          | 5                                   | \$                      | \$                              |
| 5                                       | Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps   | 10                                  | \$                      | \$                              |
| 6                                       | Photometry for each additional function (parking lamps, turn signal lamps) | 30                                  | \$                      | \$                              |
| 7                                       | Photometry for reflex reflector  | 20                                  | \$                      | \$                              |
| <b>B. Signaling and Marking Devices</b> |  |                                     |                         |                                 |
| 8                                       | Photometry for one function  | 5                                   | \$                      | \$                              |
| 9                                       | Photometry for two functions   | 10                                  | \$                      | \$                              |
| 10                                      | Photometry for three functions   | 3                                   | \$                      | \$                              |
| 11                                      | Photometry for four functions  | 15                                  | \$                      | \$                              |

|  |  |    |    |    |
|--|--|----|----|----|
| 12   | Photometry for five functions  | 3  | \$ | \$ |
| 13   | Photometry for six functions   | 1  | \$ | \$ |
| 14   | Photometry for seven functions   | 1  | \$ | \$ |
| 15   | Photometry for eight functions   | 1  | \$ | \$ |
| 16   | Photometry for reflecting sheeting (conspicuity tape – large trailers) | 1  | \$ | \$ |
| <b>C. Other Tests</b>                                |  |    |    |    |
| 17   | Color (single function)  | 35 | \$ | \$ |
| 18   | Abrasion and post test photometry                                      | 1  | \$ | \$ |
| 19   | Chemical Resistance and post test photometry                           | 5  | \$ | \$ |
| 20   | Corrosion  | 1  | \$ | \$ |
| 21   | Dust and post test photometry  | 2  | \$ | \$ |
| 22   | Temperature/internal heat and post test photometry                     | 1  | \$ | \$ |
| 23   | Humidity and post test photometry                                      | 1  | \$ | \$ |
| 24   | Vibration  | 2  | \$ | \$ |
| 25   | Sealing  | 1  | \$ | \$ |
| 26   | Laboratory hourly rates for investigative testing                      | 1  | \$ | \$ |
| <b>TOTAL FIRM UNIT COSTS FOR OPTION PERIOD 1 (H)</b> |  |    | \$ |    |

C. Option Period 2 (12-month period)

|   | Description  | I<br>VOLUMETRIC<br>DATA FOR<br>OPTION<br>PERIOD 2 | J<br>Firm Unit<br>Cost<br>(CAD \$) | K<br>Extended Cost<br>(CAD \$)<br>I*J=K |
|---|--|---|------------------------------------|---|
|   | <b>CMVSS 108</b>   |   |                                    |   |
|   | BASIC TEST   |   |                                    |   |
| <b>A. Headlamps</b>                     |  |   |                                    |   |
| 1                                       | Photometry/Scanning for Lower Beam   | 1   | \$                                 | \$                                      |
| 2                                       | Photometry for Upper Beam  | 1   | \$                                 | \$                                      |
| 3                                       | Photometry for Daytime Running Lamps                                       | 1   | \$                                 | \$                                      |
| 4                                       | Photometry/Scanning for Lower Beam and Upper beam                          | 5   | \$                                 | \$                                      |
| 5                                       | Photometry/Scanning for Lower Beam, Upper Beam and Daytime Running Lamps   | 10  | \$                                 | \$                                      |
| 6                                       | Photometry for each additional function (parking lamps, turn signal lamps) | 30  | \$                                 | \$                                      |
| 7                                       | Photometry for reflex reflector  | 20  | \$                                 | \$                                      |
| <b>B. Signaling and Marking Devices</b> |  |   |                                    |   |
| 8                                       | Photometry for one function  | 5   | \$                                 | \$                                      |

|  |  |    |    |    |
|--|--|----|----|----|
| 9  | Photometry for two functions   | 10 | \$ | \$ |
| 10   | Photometry for three functions   | 3  | \$ | \$ |
| 11   | Photometry for four functions  | 15 | \$ | \$ |
| 12   | Photometry for five functions  | 3  | \$ | \$ |
| 13   | Photometry for six functions   | 1  | \$ | \$ |
| 14   | Photometry for seven functions   | 1  | \$ | \$ |
| 15   | Photometry for eight functions   | 1  | \$ | \$ |
| 16   | Photometry for reflecting sheeting (conspicuity tape – large trailers) | 1  | \$ | \$ |
| <b>C. Other Tests</b>                                |  |    |    |    |
| 17   | Color (single function)  | 35 | \$ | \$ |
| 18   | Abrasion and post test photometry                                      | 1  | \$ | \$ |
| 19   | Chemical Resistance and post test photometry                           | 5  | \$ | \$ |
| 20   | Corrosion  | 1  | \$ | \$ |
| 21   | Dust and post test photometry  | 2  | \$ | \$ |
| 22   | Temperature/internal heat and post test photometry                     | 1  | \$ | \$ |
| 23   | Humidity and post test photometry                                      | 1  | \$ | \$ |
| 24   | Vibration  | 2  | \$ | \$ |
| 25   | Sealing  | 1  | \$ | \$ |
| 26   | Laboratory hourly rates for investigative testing                      | 1  | \$ | \$ |
| <b>TOTAL FIRM UNIT COSTS FOR OPTION PERIOD 2 (L)</b> |  |    | \$ |    |

D. Total Evaluated Price

**Initial Contract Period (D):** \$ \_\_\_\_\_

**Option Period 1 (H):** \$ \_\_\_\_\_

**Option Period 2 (L):** \$ \_\_\_\_\_

**Total Evaluated Price (D+H+L):** \$ \_\_\_\_\_

**ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

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

## **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**

- A. Mandatory and point rated technical evaluation criteria are included in the Attachment to Part 4 titled "Evaluation Criteria".

#### **4.1.2 Financial Evaluation**

- A. The price of the bid will be evaluated as follows:
  - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
  - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

- A. To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation; and
  - (ii) Meet all mandatory criteria; and
  - (iii) Obtain the required minimum points specified for each criterion the technical evaluation; and
  - (iv) Obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 95 points.
- B. Bids not meeting (i) or (ii) or (iii) and (iv) will be declared non-responsive.
- C. 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.
- D. 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%.
- E. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.



- F. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- G. 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 3 bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%).**

|                         |                       | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
|-------------------------|-----------------------|-----------------------------|----------------------------|----------------------------|
| Overall Technical Score |                       | 115/135                     | 89/135                     | 92/135                     |
| Bid Evaluated Price     |                       | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| Calculations            | Technical Merit Score | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
|                         | Pricing Score         | $45/55 \times 40 = 32.73$   | $45/50 \times 40 = 36.00$  | $45/45 \times 40 = 40.00$  |
| Combined Rating         |                       | 83.84                       | 78.56                      | 80.89                      |
| Overall Rating          |                       | 1st                         | 3rd                        | 2nd                        |

- H. Should two or more responsive bids achieve an identical highest combined rating of technical merit and price, the bid with the lowest overall price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4 - 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.

For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. When multiple tasks are performed simultaneously, bidders are to indicate timeline for each.

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.

**1.1 Mandatory Technical Criteria**

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.

| Mandatory Technical Criteria  | Meets (Yes or No) |
|---|-------------------|
| M1: The Bidder must demonstrate that the laboratory must not be owned, funded or operated by the regulated industry.  | YES / NO          |
| M2. The Bidder must demonstrate that the laboratory must be an established facility with recognized standing and accreditation in its field of expertise. Proof of standing and accreditation as is industry standard for that field of testing must be included in the bid package.  | YES / NO          |
| M3. 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 A1 of the Statement of Work.  | YES / NO          |
| M4. The bidder must provide 2 references that can validate their experience with clients performing testing services with similar programs to the Statement of Work within the last 5 years.<br><br>Each reference must include:<br>Company/Client Name<br>Name of contact<br>Duration (mm-yyyy) to (mm-yyyy)<br>Phone number and/or email address<br><br>Canada reserves the right to contact references to validate the experience; accuracy and clarify of reports and; the delivery of services in a timely manner. | YES / NO          |

**NOTE: Proposals that do not meet all the MANDATORY requirements will not be considered, and the Cost envelope will be returned to the bidder unopened.**

## 1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

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. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.

The Proposals that meet all of the Mandatory requirements above will be rated against the below Point-Rated requirements. In this section, vendor will be rated against the first Point-Rated requirement and must achieve the minimum pass mark to proceed to the following Point-Rated requirement. This process is repeated all the way to R6. If the vendor does not obtain the minimum pass-mark for any of the Point-Rated requirement, the vendor's proposal will not be given any further consideration.

| No.       | Rated Criteria   | Points | Minimum Points | Maximum Points |
|-----------|--|--------|----------------|----------------|
| <b>R1</b> | <p>The Bidder should demonstrate their approach and methodology to complete all task and deliverables of the test program to including the following:</p> <p>Test Protocols: (5 points per protocol, up to 10 points)<br/>                     Equipment Used including test fixtures (0 or 10 points)<br/>                     Reporting: (0 or 10 points)<br/>                     Handling of Samples for traceability / Record Keeping: (0 or 10 points)</p>   |        | <b>20</b>      | <b>40</b>      |
| <b>R2</b> | <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, 3 or 6 points);<br/>                     2- turnaround times and schedule (0, 3 or 6 points);<br/>                     3- exception process (0, 3 or 6 points);<br/>                     4- problem identification and resolution (0, 3 or 6 points);<br/>                     5- report of testing (0, 3 or 6 points);</p> <p>The proposed items are clearly defined and explained = 6 points<br/>                     The proposed items are defined, however, some specific details are missing = 3 points<br/>                     No mention of this item = 0 points</p> |        | <b>15</b>      | <b>30</b>      |
| <b>R3</b> | <p>The Bidder should demonstrate the Team organization information as required to perform the tests required as follows:</p> <p>Organization chart of the bidder team which includes:</p> <ul style="list-style-type: none"> <li>a) individual name</li> <li>b) title</li> <li>c) responsibility</li> <li>d) experience</li> </ul> <p>All items a, b,c .d of the above provided = 10 points<br/>                     2-3 among a,b,c, d provided = 5 points<br/>                     1 or less among a,b, c, d is provided = 0 point</p>   |        | <b>5</b>       | <b>10</b>      |

|                  |   |  |                 |                  |
|------------------|---|--|-----------------|------------------|
| <p><b>R4</b></p> | <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<br/>More than 2 years and less than 5 years = 5 points<br/>More than 5 years = 10 points</p>  |  | <p><b>5</b></p> | <p><b>10</b></p> |
| <p><b>R5</b></p> | <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)<br/>Contingency plan but no back-up resource contact information provided (2 points)<br/>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> |  | <p><b>0</b></p> | <p><b>5</b></p>  |

|   |  |
|---|--|
| <p><b>TOTAL MAXIMUM AVAILABLE POINTS = 95</b></p> | <p><b>MINIMUM POINTS REQUIRED = 45</b></p> |
|---|--|

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

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

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

- A. 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 website \(http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### **5.2.2 Bid Submission Form**

- A. Bidders must submit Attachment 1 to Part 5 – Bid Submission Form

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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.

#### **5.3.1 Integrity Provisions - Required Documentation**

- A. In accordance with the section titled "Information" to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.3.2 Status and Availability of Resources**

- A. 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.

- B. 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.

### **5.3.3 Education and Experience**

- A. 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.

### **5.3.4 List of Names for Integrity Verification Form**

- A. Bidders must submit Attachment 2 to Part 5 – List of names for integrity verification form.

**ATTACHMENT 1 TO PART 5 – BID SUBMISSION FORM**

| <b>BID SUBMISSION FORM</b>   |   |
|--|---|
| <b>Bidder's full legal name</b>  |   |
| <b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>  | Name  |
|  | Title   |
|  | Address   |
|  | Telephone #   |
|  | Email   |
| <b>Bidder's Procurement Business Number (PBN)</b><br>[see the Standard Instructions 2003]<br><br><b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>   |   |
| <b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)  |   |
| <b>Former Public Servants</b><br><br>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".   | Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?<br><br>Yes ____ No ____<br><br>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |
|  | Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?<br><br>Yes ____ No ____<br><br>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |
| <b>Certification of non-affiliation with Industry</b><br><br>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.<br><br>We hereby acknowledge the conditions described above and undertake to fully comply with these conditions during the life of the proposed project. |   |

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 proposed resources 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.

**Signature of Authorized Representative of Bidder**



**ATTACHMENT 2 TO PART 5 – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

Provided after bid closing, before contract award.

## **PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

- A. There is no security requirement associated with this bid solicitation.

### **6.2 Insurance Requirements**

- A. The Bidder 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 Bidder 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.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **ARTICLES OF AGREEMENT**

#### **7.1 Statement of Work**

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

#### **7.1.1 Task Authorization**

- A. 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.

##### **7.1.1.1 Task Authorization Process**

- A. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in the Annex titled "Task Authorization Form".
- B. 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.
- C. 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.
- D. 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.

##### **7.1.1.2 Task Authorization Limit**

- A. The Technical Authority may authorize individual TAs up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.
- B. Any TA to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### **7.1.1.3 Periodic Usage Reports - Contracts with Task Authorizations**

- A. The Contractor must compile and maintain records on its provision of services to the federal government under authorized TA issued under the Contract.
- B. 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.
- C. The data must be submitted as requested by and to the Technical Authority.
- D. The data must be submitted to the Technical Authority no later than 5 calendar days after the request has been received.

### 7.1.1.3.1 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:
    - (a) The authorized task number or task revision number(s);
    - (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;
    - (d) The total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
    - (e) The start and completion date for each authorized task; and
    - (f) The active status of each authorized task, as applicable.

## 7.2 Standard Clauses and Conditions

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the [Supply Manual | CanadaBuys](#) issued by Public Works and Government Services Canada.

### 7.2.1 General Conditions

- A. [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

- A. The following Supplemental General Conditions apply to and form part of the Contract:

Canada to Own Intellectual Property Rights in Foreground Information.

4007 01 (2008-05-12) Interpretation

1. In the Contract, unless the context otherwise requires:

"Background Information"

means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware"

means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information"

means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions"

means the general conditions that form part of the Contract;

"Intellectual Property"

means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any

inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right"

means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software"

means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail.
3. If supplemental general conditions 4001 and 4003 are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.

4007 02 (2008-05-12) Record and Disclosure of Foreground Information

1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

4007 03 (2022-12-01) Ownership of intellectual property rights in Foreground Information

1. All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.
2. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © His Majesty the King in Right of Canada (year), or © Sa Majesté le Roi du chef du Canada (année).
3. The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

4007 04 (2008-05-12) License to Intellectual Property Rights in Background Information

1. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
2. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
  - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:
    - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
3. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

#### 4007 05 (2008-05-12) Contractor's Right to Grant Licence

The Contractor represents and warrants that it has the right to grant to Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Canada.

#### 4007 06 (2008-05-12) Waiver of Moral Rights

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

### 7.3 Security Requirements

- A. There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

- A. The period of the Contract is three (3) years from date of Contract award.

#### 7.4.1 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one-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.
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

#### 7.5 Authorities

##### 7.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Cory Lajoie  
Title: Procurement Specialist, Procurement & Material Management  
Transport Canada  
Telephone: 204-228-2267  
E-mail: [cory.lajoie@tc.gc.ca](mailto:cory.lajoie@tc.gc.ca)

- B. 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.

##### 7.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name:  
Title:  
Transport Canada  
Telephone:  
E-mail:

- B. 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### 7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name:  
Title:  
Address:  
Telephone:  
E-mail:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (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: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

#### 7.7.1.1 Basis of payment - Individual Task Authorizations

- A. The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Annex titled "Basis of Payment".
- B. Canada's liability to the Contractor under the authorized task authorization must not exceed the ceiling price specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.
- C. No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.7.1.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- A. 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 \$[\[amount to be detailed in the resulting contract\]](#). Customs duties are included and Applicable Taxes are extra.
- B. 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.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75 percent committed; or
  - (ii) four (4) months before the contract expiry date; or
  - (iii) 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.
- D. 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.

### 7.7.2 Method of Payment

#### 7.7.2.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:



- (i) 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;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work delivered has been accepted by Canada.

### **7.7.3 Electronic Payment of Invoices - Contract**

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

### **7.8 Invoicing Instructions**

A. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

B. Each invoice must be supported by:

- (i) A copy of the release document and any other documents as specified in the Contract;
- (ii) A description of the Work delivered; and
- (iii) A breakdown of the cost elements.

C. Invoices must be distributed as follows:

- (i) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the contact information shown on page 1 of the Contract; and
- (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Technical Authority in its covering e-mail.

### **7.9 Certifications and Additional Information**

#### **7.9.1 Compliance**

A. 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.

#### **7.10 Applicable Laws**

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **for as specified by the bidder in its bid, if applicable**.

#### **7.11 Priority of Documents**

- A. If there is a discrepancy between the wordings of any of the 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.
- (i) The Articles of Agreement;
  - (ii) The supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
  - (iii) The General Conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
  - (iv) Annex A, Statement of Work;
  - (v) Annex B, Basis of Payment;
  - (vi) the signed Task Authorizations (including all of its Annexes, if any); and
  - (vii) the Contractor's bid dated **[date to be specified in the resulting contract]**, excluding the Contractors Terms and Conditions; the Contract contains the Terms and Conditions between the parties.

#### **7.12 Insurance - No Specific Requirement**

- A. 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.

#### **7.13 Inspection and Acceptance**

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

#### **7.14 Work Site Access**

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

#### **7.15 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](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

#### **7.15.1 Dispute Resolution - Office of the Procurement Ombudsman**

- A. The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other Party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#).

## ANNEX A - STATEMENT OF WORK

### 1.0 SCOPE

#### 1.1 Objective:

- 1.1.1 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.
- 1.1.2 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.

#### 1.2 Background:

- 1.2.1 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.
- 1.2.2 To carry out this mandate, the Compliance Engineering, Vehicle and Equipment Testing Division of Transport Canada:
  - selects, purchases, maintains, and assigns representative vehicle components, equipment and tires for comprehensive inspection and testing,
  - plans, implements and coordinates testing of selected vehicle components, equipment, and tires, and
  - conducts investigations as required ensuring full compliance with all safety performance requirements.
- 1.2.3 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.

### 2.0 REFERENCED DOCUMENTS

- 2.1 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/>
- 2.2 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.
- 2.3 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.
- 2.4 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.

### **3.0 REQUIREMENTS**

- 3.1 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 (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

### **4.0 SCOPE OF WORK**

- 4.1 The Contractor must carry out the following services:
- 4.2 Provide the necessary qualified personnel, facilities, materials, supplies and equipment to perform the requisite compliance testing.
- 4.3 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.
- 4.4 Where required, the Contractor must provide test fixtures such as, but not limited to, test stands for lighting devices.
- 4.5 The contractor must provide proper aim of headlamps and proper orientation of signaling and marking devices.
- 4.6 The Contractor must provide proper and safe storage of the components, equipment and tires during pre-test preparation and post-test analysis.
- 4.7 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.
- 4.8 The Contractor must provide meeting facilities in the event that the Contractor or Transport Canada requests convocations.
- 4.9 The Contractor must arrange disposal of the tested items after receiving a written authorization from Transport Canada. (See Disposal section 19)

### **5.0 TEST EQUIPMENT**

- 5.1 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.

## **6.0 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:
1. Type of equipment, manufacturer, model, number, etc.
  2. Measurement range
  3. Accuracy
  4. Calibration interval
  5. Type of standard used to calibrate the equipment
- 6.4 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.
- 6.5 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.
- 6.6 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
- 6.7 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
- 6.8 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.
- 6.9 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.

## **7.0 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 Technical 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 Technical 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 Technical Authority; and
- 9) Await further instructions from the Technical 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.

## **8.0 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.

## **9.0 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.

## **10.0 LANGUAGE**

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

## **11.0 AUTHORIZATION**

11.1 Each sample or group of samples will have letter of Task Authorization 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.

## **12.0 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.

### **13.0 IDENTIFICATION**

- 13.1 The Contractor must use the unique identification number assigned by the Technical Authority in the Task Authorization 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 eight-digit number: the program year followed by a chronological four digit number TC 2024-1234.

### **14.0 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.

### **15.0 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.
- 15.6 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.

The bidder hereby acknowledges the conditions described above and undertake to fully comply with these conditions during the life of the proposed contract period including any option periods.

### **16.0 DELIVERABLES**

- 16.1 Test Scheduling and monitoring



16.2 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.

## **17.0 REPORTING**

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

17.2 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; and
- 10) Load application graphs and diagrams, if applicable.

17.3 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.

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

17.5 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.

17.6 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.

17.7 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.

## **18.0 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 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**

|    | <b>Description</b>   |
|----|--|
|    | <b>CMVSS 108</b>   |
|    | <b>BASIC TEST</b>  |
|    | <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, or other testing        |

Solicitation No. - N° de l'invitation  
T8080-240035

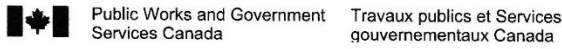
Amd. No. - N° de la modif.  
Original

Buyer ID - Id de l'acheteur  
Cory Lajoie

## **ANNEX B - BASIS OF PAYMENT**

**(Inserted at contract award)**

**ANNEX C - TASK AUTHORIZATION FORM**



**Annex  
Annexe** \_\_\_\_\_

**Task Authorization  
Autorisation de tâche**

Contract Number - Numéro du contrat

|  |  |
|--|--|
| Contractor's Name and Address - Nom et l'adresse de l'entrepreneur | Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)   |
|  | Title of the task, if applicable - Titre de la tâche, s'il y a lieu  |
|  | Total Estimated Cost of Task (Applicable taxes extra)<br>Coût total estimatif de la tâche (Taxes applicables en sus)<br>\$ |

**Security Requirements: This task includes security requirements**  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

**For Revision only - Aux fins de révision seulement**

|  |  |   |
|--|--|---|
| TA Revision Number, if applicable<br>Numéro de révision de l'AT, s'il y a lieu | Total Estimated Cost of Task (Applicable taxes extra) before the revision<br>Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision<br>\$ | Increase or Decrease (Applicable taxes extra), as applicable<br>Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu<br>\$ |
|--|--|---|

**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**    **Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

**1. Required Work: - Travaux requis :**

|  |  |
|--|--|
| A. Task Description of the Work required - Description de tâche des travaux requis | See Attached - Ci-joint <input type="checkbox"/> |
| B. Basis of Payment - Base de paiement   | See Attached - Ci-joint <input type="checkbox"/> |
| C. Cost of Task - Coût de la tâche   | See Attached - Ci-joint <input type="checkbox"/> |
| D. Method of Payment - Méthode de paiement   | See Attached - Ci-joint <input type="checkbox"/> |

**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 - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**3. Contractor's Signature - Signature de l'entrepreneur**

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date