

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Matrox Support Services	
Solicitation No. - N° de l'invitation W8484-158307/A	Date 2015-04-29
Client Reference No. - N° de référence du client W8484-158307	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-67211	
File No. - N° de dossier hn329.W8484-158307	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-11	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dumaresq, Steve	Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (819) 956-3487 ()	FAX No. - N° de FAX (819) 953-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

W8484-158307/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn329W8484-158307

Buyer ID - Id de l'acheteur

hn329

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

W8484-158307

CCC No./N° CCC - FMS No/ N° VME

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Achatsetventes.gc.ca

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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11. Defence Contract
12. SACC Manual Clauses
13. SACC Manual Clauses (Delivery)

Statement of Work (SOW) and Annexes A to F :

- | | |
|----------------|--|
| Annex A | Video Editing System Description and Workstation Description (Field Configuration) |
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| Annex C | Deployable Trial Support Systems (DTSS) Description |
| Annex D | Locations that Require Services |
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| Annex J | Security Requirements Check List (SRCL) |

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List (SRCL) and security guide (if applicable), attached as Annex; and
 - (b) *Industrial Security Manual* (Latest Edition).

2. Requirement

The Department of National Defence (DND) has a requirement for on-site location service, on-line diagnostic, and depot level support of various maintenance, repair, upgrades, integration, training, and study activities related to the functionality of Matrox video editing systems and the Deployable Trial Support Systems (DTSS).

The contractor must provide the services in accordance with the technical requirements stated herein and in the statement of work and related annexes A to F.

2.1 Delivery Requirement

Support services are requested to begin on July 1, 2015. Initial period of contract will be two (2) years, followed by three (3) optional 1-year periods.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) calendar days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2014-06-26

2. Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Email proposals not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0B2
Gatineau, Québec, K1A 0S5
Tel.: 819-956-3366

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

Steve Dumaresq (steve.dumaresq@pwgsc-tpsgc.gc.ca)

4. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid, Certifications and Additional Information (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

SECTION I: TECHNICAL BID (2 hard copies)

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

SECTION II: FINANCIAL BID, CERTIFICATIONS AND ADDITIONAL INFORMATION (1 hard copy)

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

1.1 Exchange Rate Fluctuation Risk Mitigation

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

1.2 Certifications

Bidders must submit the certifications required under Part 5 prior to contract award.

1.3 Additional Information

1.3.1 Procurement Business Number (PBN) (Canadian suppliers)

<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

The Procurement Business Number of the supplier is: _____

Note: Not mandatory at bid closing but required precedent to contract award.

1.4 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Technical compliance to the Statement of Work (SOW) and related Annexes A to F;
Technical compliance to the mandatory evaluation criteria listed at Annex G, Mandatory Technical Criteria.

Simply stating a compliancy to a criteria is insufficient. Bidders must present a clearly organized proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to the requirement presented in the Statement of Work and annexes A to F. Responses will be evaluated on a simple, stringent pass/fail basis. Proposals not meeting each mandatory requirement will be considered non-responsive (non-compliant) and given no further consideration.

The technical bid should be structured in the same format as the Statement of Work and annexes A to F, through which the bidder will clearly explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

1.2 Financial Evaluation

1.2.1 Pricing Basis

The bidder must quote firm prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight/Shipping charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable.

If the Exchange Rate Fluctuation Risk Mitigation is being requested, a completed form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments, must be included with Annex H pricing schedule.

The Total Evaluated Bid Price is the sum of all yearly totals (Annex H, Sections H.1 to H.4). Section H5 excluded.

2. Basis of Selection

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

3. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/30/15)" (https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/30/15) document on the Departmental Standard Procurement Documents Website.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

1.3 General Environmental Criteria Certification

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table below (1.3.1) is accurate and complete. By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, a minimum of four (4) out of seven (7) requirements identified in the General Environmental Criteria Table. Table 1.3.1 is not mandatory at bid closing but required precedent to contract award.

1.3.1 General Environmental Criteria Certification Table

Green practices within supplier's organization:	Insert a checkmark for each criteria that is met
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid SECRET status, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached as Annex;
 - (b) Industrial Security Manual (Latest Edition).

2. Requirement

On-site location service, on-line diagnostic, and depot level support of various maintenance, repair, upgrades, integration, training, and study activities related to the functionality of Matrox video editing systems and the Deployable Trial Support Systems (DTSS).

The contractor must provide the goods and services in accordance with the technical requirements stated herein and presented at Solicitation W8484-158307/A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The initial two (2) year period of contract is from ___date___ to ___date___ inclusively.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Contract.

Option Year One (1): From ___date___ to ___date___ inclusively;
Option Year Two (2): From ___date___ to ___date___ inclusively;
Option Year Three (3): From ___date___ to ___date___ inclusively.

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.

5. Authorities

5.1 Contracting Authority

Steve Dumaresq
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division, 7B3, Place du Portage, Phase III, 11 Laurier Street
Gatineau, QC, K1A 0S5
Telephone : (819) 956-3487 Facsimile: (819) 953-4944
E-mail address: steve.dumaresq@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

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

5.3 Contractor Contacts

General Enquiries

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

6. Payment

6.1 Limitation of Expenditure

DND budget is estimated at \$ 150,000 per year.

Initial 2-year period: \$150K x 2

Option Years: \$150K per year (added if applicable)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 300,000.00. Firm prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight/Shipping charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. As per Annex B, Pricing Schedule, herein.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.2 Monthly Payments

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12

6.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Information on standard rates and allowances may be found at <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>

All travel must have the prior authorization of the Project Authority.
All payments are subject to government audit.

6.5 Exchange Rate Fluctuation Adjustment (If applicable)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i1 - i0) / i0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

i0 Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i1 exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i1 - i0] / i0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Department of Public Works and Government Services
"HN" Division, 7B3 Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5
Attention: Steve Dumaresq

8. Certifications

8.1 Compliance

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2014-09-25) General Conditions - Services (Medium Complexity);
- (c) Statement of Work and Annexes A to F (As presented at Solicitation W8484-158307/A);
- (d) annex __, Security Requirements Check List (SRCL);
- (e) annex __, Pricing Schedule;
- (f) annex __, form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (if applicable)
- (g) the Contractor's bid (__supplier name__) dated __date__.

11. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP) (destination) Incoterms 2000 for shipments from a commercial contractor.

As presented at Solicitation W8484-158307/A

Statement of Work (SOW) and Annexes A to F :

Annex A	Video Editing System Description and Workstation Description (Field Configuration)
Annex B	Video Editing System Description and Workstation Description (Training Configuration)
Annex C	Deployable Trial Support Systems (DTSS) Description
Annex D	Locations that Require Services
Annex E	Video Production Workflow and Configuration Training
Annex F	NSN List for the Matrox Video Editing System Components

ANNEX _	Pricing (Labour Rates)
ANNEX _	Form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (if applicable)
ANNEX _	Security Requirements Check List (SRCL)