

**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 CABLE ASSEMBLY		
Solicitation No. - N° de l'invitation W8486-162920/A	Date 2015-09-02	
Client Reference No. - N° de référence du client W8486-162920		
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-445-67923		
File No. - N° de dossier hn445.W8486-162920	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-15		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: Ladouceur, Joanne M.		Buyer Id - Id de l'acheteur hn445
Telephone No. - N° de téléphone (819) 956-3587 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB MONTREAL 6363 RUE NOTRE DAME ST E. 25 CFSD RECEIPTS SECTION MONTREAL Quebec H1N2E9 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 6150-20-008-6797 CABLE ASSEMBLY, POWER, ELECTRICAL CONDUCTOR QUANTITY>6 STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>3.0 METERS TERMINATION TYPE>1ST END ALL CONDUCTORS CONNECTOR PART NAME ASSIGNED BY CONTROLLING AGENCY>CABLE PSU DC INPUT NSCM P/N and MANUFACTURER L0335 501291 Rockwell Collins Government Systems, Ottawa, ON ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W1941	10	Each	\$XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 6150-20-008-6795 CABLE ASSEMBLY, POWER, ELECTRICAL CONDUCTOR QUANTITY>3 STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>5050.0 MILLIMETERS TERMINATION TYPE>ALL ENDS ALL CONDUCTORS CONNECTOR PART NAME ASSIGNED BY CONTROLLING AGENCY>AC POWER CABLE 5050MM NSCM P/N and MANUFACTURER SG480 500131 SWE Dish, Butenvagen 7, Kalix, ST ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 6150-20-008-6791 CABLE ASSEMBLY, POWER, ELECTRICAL CONDUCTOR QUANTITY>6 VOLTAGE RATING>ALL CONDUCTORS 48.0 DC MAXIMUM RATED WORKING VOLTAGE STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>5000.0 MILLIMETERS TERMINATION TYPE>ALL ENDS ALL CONDUCTORS CONNECTOR PART NAME ASSIGNED BY CONTROLLING AGENCY>CABLE DC POWER 5000MM NSCM P/N and MANUFACTURER SG480 500830 SWE Dish, Butenvagen 7, Kalix, ST ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 6150-20-008-6785 CABLE ASSEMBLY, POWER, ELECTRICAL CONDUCTOR QUANTITY>3 STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>5050.0 MILLIMETERS TERMINATION TYPE>1ST END ALL CONDUCTORS CONNECTOR AND 2ND END ALL CONDUCTORS PLUG PART NAME ASSIGNED BY CONTROLLING AGENCY>AC POWER CABLE 5050MM NSCM P/N and MANUFACTURER SG480 500876 SWE Dish, Butenvagen 7, Kalix, ST ===== or equivalent ===== NSCM Offered:_____ P/N Offered:_____ Delivery Offered:____Week(s) ARO	WB941	W1941	10	Each	\$XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	NSN - NNO: 5995-20-008-6809 CABLE ASSEMBLY, SPECIAL PURPOSE, E LECTRICAL CONDUCTOR QUANTITY>8 ROUND CONDUCTOR SIZE>ALL CONDUCTORS 26 AWG STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>8000.0 MILLIMETERS TERMINATION TYPE>ALL ENDS ALL CONDUCTORS RJ45 TERMINAL MANUFACTURER IDENTIFYING REFERENCE NUMBER>ALL ENDS ALL CONDUCTORS TYCO AMP.5-569532 PART NAME ASSIGNED BY CONTROLLING AGENCY>EXTERNAL LAN CABLE 8M NSCM P/N and MANUFACTURER SG480 500959 SWE Dish, Butenvagen 7, Kalix, ST ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	NSN - NNO: 5995-20-008-6779 CABLE ASSEMBLY, SPECIAL PURPOSE, E LECTRICAL CONDUCTOR QUANTITY>8 ROUND CONDUCTOR SIZE>ALL CONDUCTORS 26 AWG STYLE DESIGNATOR>STRAIGHT OVERALL LENGTH>2000.0 MILLIMETERS TERMINATION TYPE>1ST END ALL CONDUCTORS RJ45 AND SECOND END ALL CONDUCTOR SOCKET CRIMP PART NAME ASSIGNED BY CONTROLLING AGENCY>IDIRECT CONSOLE CABLE 2M NSCM P/N and MANUFACTURER SG480 501041 SWE Dish, Butenvagen 7, Kalix, ST ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W1941	10	Each	\$XXXXXXXXXXXXX	See Herein	

Solicitation No. - N° de l'invitation

W8486-162920/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn445W8486-162920

Buyer ID - Id de l'acheteur

hn445

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

W8486-162920

CCC No./N° CCC - FMS No/ N° VME

DOCUMENT ATTACHED

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION	4
2.4 APPLICABLE LAWS	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES	5
4.2 BASIS OF SELECTION	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES.....	8
6.1 SECURITY REQUIREMENTS	8
6.2 REQUIREMENT	8
6.3 STANDARD CLAUSES AND CONDITIONS	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS	11
6.9 APPLICABLE LAWS	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 DEFENCE CONTRACT	12
6.12 SACC MANUAL CLAUSES	12
6.13 SACC MANUAL CLAUSES (DELIVERY)	13
ANNEX “A” CLAIM FOR EXCHANGE RATE ADJUSTMENTS.....	14

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 2 to 7.

1.2.1 Delivery Requirement

Delivery is requested to be completed by November 30, 2015.

1.2.2 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is _____.

1.2.3 Contractor Contacts

Name and telephone number of the person responsible for :

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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](#) (2015-07-03) 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: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

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

2.1.2 Equivalent Product

- Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder designates the brand name and model and/or part number and NCAGE of the substitute product;
- Products offered as equivalent in form, fit, function and quality will not be considered if:
 - the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within ten (10) business days of the request. If the bidder fails to provide the requested information within the specified timeframe, Canada may declare the bid non-responsive.

2.1.2.1 Equivalent Products - Samples (DND)

If the Bidder offers a equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within ten (10) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) **BID RECEIVING UNIT** by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Submissions by email are not accepted.

PWGSC Bids Receiving Unit

11 Laurier Street

Place du Portage, Phase III, Core 0B2

Gatineau, Quebec J8X 4A6

Tel.: 819-956-3370

Fax: 819-997-9776

2.2.1 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE FOR EQUIVALENT PRODUCTS PROPOSED MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON RESPONSIVE.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 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

3.1 Bid Preparation Instructions

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

Pricing Basis

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The following **Mandatory** requirements must be submitted with the bid for evaluation

- Technical compliance (description of item 1 to 6 from pages 2 to 7 herein);
- Acceptance of terms and conditions as mentioned in the bid solicitation;
- Completion of the proposal.

4.1.2 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

- Compliance with Pricing Basis.

The Bid price will be determined by processing items at pages 2 to 7 as follows:

- Unit price of items with individual NSN's.

4.2 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 item by item basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 General Environmental Criteria Certification

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table found at Table 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 out of seven requirements identified in the General Environmental Criteria Table found at Table 1;

Additional Information

The Bidder must complete Table 1 by inserting a checkmark next to every criteria that are met. Bidders are requested to submit Table 1 with their bid. As this is a new procedure, Canada reserves the right to request Table 1 after bid closing. The Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide Table 1 within the required time frame will render the bid non-responsive.

The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.

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	

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 2 to 7.

6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

6.2.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at pages 2 to 7 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, in whole or in part, through a contract amendment.

The Contracting Authority may exercise the option at any time before _____ (insert date valid for one year after contract award) by sending a written notice to the Contractor.

Nothing contained in this Contract shall require the Minister to exercise the option(s) and the exercise of the option(s) is at the sole discretion of the Minister.

6.3 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.

6.3.1 General Conditions

[2010A](#) (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>C2800C</u>	Priority Rating Use with DND Requirements Estimated at +50K USD	2013-01-28
<u>C2801C</u>	Priority Rating - Canadian Contractors Use with DND Requirements Estimated at +50K USD	2014-11-27

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Ladouceur (M)
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) 420-0340
E-mail address: joanne.m.ladouceur@pwgsc-tpsgc.gc.ca

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

6.5.2 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in the contract for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.6.4 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12

6.6.5 Exchange Rate Fluctuation Adjustment

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

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.

6.7 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 consignee for certification and payment.

(b) one (1) copy must be forwarded to the following address.

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON, K1A 0K2
Attention: DLP 3-3-1C1, Andre Dubreuil.

(c) One (1) copy must be forwarded to the the following address.

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

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain

valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "**FCP Limited Eligibility to Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

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

6.10 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) the general conditions 2010A (2015-07-03);
- (c) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

SACC Reference	Section	Date
<u>D5545C</u>	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16

6.12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

6.13 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D9002C	Incomplete Assemblies	2007-11-30

6.13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Montreal, Quebec) Inco terms 2000 for shipments from a commercial contractor.

6.13.2 Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) by package.

6.13.3 Shipping – Scheduling (DND)

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 25 CF Supply Depot Montreal
Montreal, Qc
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

Solicitation No. - N° de l'invitation
W8486-162920/A
Client Ref. No. - N° de réf. du client
W8486-162920

Amd. No. - N° de la modif.
File No. - N° du dossier
hn445W8486-162920

Buyer ID - Id de l'acheteur
hn445
CCC No./N° CCC - FMS No./N° VME

ANNEX “A”

CLAIM FOR EXCHANGE RATE ADJUSTMENTS

(See Attached)



Claim for Exchange Rate Adjustments
Demande de rajustement du taux de change

Contractor Name - Nom de l'entrepreneur			PWGSC File Number - Numéro du dossier de TPSGC			Contract Number - Numéro du contrat		Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9	
Item Number	Description	Foreign Currency Component (FCC) per Unit	Foreign Currency	Quantity	Initial Exchange Rate	Exchange Rate for Adjustments	% Change	Adjustment = FCC X Quantity X $(i_1 - i_0)/i_0$	
Numéro d'article		Montant en monnaie étrangère par unité (\$CAN)	Devise étrangères	Quantité	Facteur de conversion initial (i0)	Taux de change aux fins du rajustement (i1)	Variation en % $(i_1-i_0)/i_0 > 0.02$ (+/-)	Rajustement = montant en monnaie étrangère X Quantité X $(i_1 - i_0)/i_0$	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
Total Exchange Rate Adjustment Rajustement total du taux de change									
								\$ 0.000	