



**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

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

| | | |
|---|--|---|
| Title - Sujet Wrenches, Drill, Paving Breaker | | |
| Solicitation No. - N° de l'invitation W8486-163046/A | | Date 2015-11-24 |
| Client Reference No. - N° de référence du client W8486-163046 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HP-927-68457 | | |
| File No. - N° de dossier hp927.W8486-163046 | | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-04 | | Time Zone Fuseau horaire Eastern Standard Time EST |
| 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: Takam, Maurice | | Buyer Id - Id de l'acheteur hp927 |
| Telephone No. - N° de téléphone (873) 469-3324 () | | FAX No. - N° de FAX (819) 953-2953 |
| 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

| | |
|---|--|
| 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 | |



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|---|---------------------------------------|--|
| W2481 | DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT RECEIPTS & ISSUES SECTION EDMONTON Alberta T5J4J5 Canada | W2481 | DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada |
| WB941 | DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada | W1941 | DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K 25 DAFC / MAGASIN MONTREAL Quebec H1N3R9 Canada |
| WB941 | DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME EST MONTREAL Quebec H1N2E9 Canada | W1941 | DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K 25 DAFC / MAGASIN MONTREAL Quebec H1N3R9 Canada |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Destination | Unit Price/Prix unitaire FOB/FAM | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1 | NSN - NNO: 5130-21-895-4394 WRENCH, IMPACT, HYDRAULIC Part No.: IW12140 • NSCM/CAGE: 54252 Stanley Black & Decker Inc. • (or equivalent) • Your offer: • Part No. offered: _____ NSCM/CAGE offered: _____ NSCM/CAGE - COF/CAGE: 54252 Part No. - N° de la partie: IW12140 | WB941 | W1941 | 10 | Each | \$ | XXXXXXXXXXXX | | 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: 5130-21-895-4394 WRENCH, IMPACT, HYDRAULIC Part No.: IW12140 • NSCM/CAGE: 54252 Stanley Black & Decker Inc. • (or equivalent) • Your offer: • Part No. offered: _____ NSCM/CAGE offered: _____ NSCM/CAGE - COF/CAGE: 54252 Part No. - N° de la partie: IW12140 | WB941 W2481 Total | W1941 W2481 | 0 3 3 | Each Each Each | \$ \$ \$ | XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX | See Herein 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: 3820-21-895-2729 BREAKER, PAVING Part No.: BR45150 • NSCM/CAGE: 54252 Stanley Black & Decker Inc. • (or equivalent) • Your offer: • Part No. offered: _____ NSCM/CAGE offered: _____ NSCM/CAGE - COF/CAGE: 54252 Part No. - N° de la partie: BR45150 | WB941 W2481 Total | W1941 W2481 | 0 5 5 | Each Each Each | \$ \$ \$ | XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX | See Herein 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: 3820-01-174-4169 DRILL, PNEUMATIC, SINKER Part No.: SK58110 • NSCM/CAGE: 54252 Stanley Black & Decker Inc. • (or equivalent) • Your offer: • Part No. offered: _____ NSCM/CAGE offered: _____ NSCM/CAGE - COF/CAGE: 54252 Part No. - N° de la partie: SK58110 | WB941 W2481 Total | W1941 W2481 | 0 5 5 | Each Each Each | \$ \$ \$ | XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX | See Herein See Herein | |

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under the “Line Item Detail”.

1.2 Debriefings

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

1.3 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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: sixty (60) days

Insert: ninety (90) days

2.1.1 SACC Manual Clauses

| | | |
|--------|-----------------------------|------------|
| B1000T | Condition of Material - Bid | 2014-06-26 |
|--------|-----------------------------|------------|

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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary " will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 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.

2.5 Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless

otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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>).

To assist Canada in reaching its objectives, bidders should:

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

Section 1: Technical Bid

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

3.1.1 Equivalent Products

- 1. 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:

-
- (a) designates the brand name and model and/or part number and NSCM/NCAGE of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. 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, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

3.1.2 Substitute Products - Replaced Part Numbers from the OEM

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:
- a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b) all required technical information (as detailed in Part 3, Section I, 1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.
2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

Section II: Financial Bid

3.1.3 Pricing

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.



The Bidder must submit firm unit prices in "Line Item Detail". Prices should not be indicated in any other section of the bid.

3.1.3.1 Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers (NSN) in order to be evaluated.

3.1.4 SACC Manual Clauses

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 PWGC-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 PWGC-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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.5 Delivery Date

While delivery is requested by 30 March 2016;

The best delivery that could be offered is:

| | | |
|-----------|-------|---|
| Item 001: | _____ | Weeks/Calendar days from the effective date of the contract. |
| Item 002: | _____ | Weeks/Calendar days from the effective date of the contract. |
| Item 003: | _____ | Weeks/Calendar days from the effective date of the contract. |
| Item 004: | _____ | Weeks/Calendar days from the effective date of the contract. |

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation**4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE**

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent and Substitute Products

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

4.1.2. Financial Evaluation**4.1.2.1 Mandatory Financial Evaluation Criteria**

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

Bidders must quote a price for all destinations with the same Nato Stock Number.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis per Nato Stock Number (NSN) 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 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_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.

5.2.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements:

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| Green Practices within the Bidders' organization | Insert a checkmark for each criterion 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 | |

Solicitation No. - N° de l'invitation

Buyer ID - Id de l'acheteur

W8486-163046/A

HP927

| | |
|----------------|--|
| certification. | |
|----------------|--|

Bidders' Authorized Representative Signature

Date

5.2.3.2 Substitute and Equivalent Products Conformance Certification

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Substitute Products.

Bidder's authorized representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES**6.1 Security Requirement**

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must provide the items detailed under the “Line Item Detail”.

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 *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 (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract**6.4.1 Delivery Date**

The Contractor must make the delivery as follows:

- Item 001: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)
- Item 002: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)
- Item 003: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)
- Item 004: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)

6.5. Authorities**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Maurice Takam

Title: Intern Officer

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau (Québec) K1A 0S5
Telephone: (873) 469-3324
Facsimile: (819) 953-2953
E-mail address: Maurice.takam@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 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail: _____

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.

6.5.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____ (To be completed by the bidder)

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder)

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment -Firm Unit Price

6.6.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".

6.6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.

6.6.1.3 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.

6.6.2 SACC Manual Clauses

| | | |
|--------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007-11-30 |
| H1001C | Multiple Payments | 2008-05-12 |

6.6.3 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:

$$Adjustment = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

i_0

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

i_1

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. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.7 Invoicing Instructions

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

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 Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Department of National Defence
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: **to be inserted by PWGSC**

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.

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.

6.9 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) 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated _____

6.11 SACC Manual Clauses

| | | |
|--------|--|------------|
| A1009C | Work Site Access | 2008-05-12 |
| A9006C | Defence Contract | 2012-07-16 |
| B7500C | Excess Goods | 2006-06-16 |
| C2800C | Priority Rating | 2013-01-28 |
| C2801C | Priority Rating - Canadian-based Contractors | 2014-11-27 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| D2025C | Wood Packaging Materials | 2013-11-06 |
| D5545C | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) | 2010-08-16 |
| D6009C | Shipping Instructions - Delivery and Destination Schedules Unknown | 2013-04-25 |
| D6010C | Palletization | 2007-11-30 |
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance | 2008-05-12 |

6.12 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 001, 002, 003 and 004 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 item numbers 001, 002, 003 and 004 in quantities of one (1) by package.

6.13 Condition of Material - DND

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.14 Shipping Instructions - DDP Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" Montreal (Québec) and Edmonton (Alberta).

6.15 Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.