



**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 CAMERA, TELEVISION	
Solicitation No. - N° de l'invitation W8482-168362/A	Date 2016-03-15
Client Reference No. - N° de référence du client W8482-168362	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-70570	
File No. - N° de dossier hn329.W8482-168362	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-12	
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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	FORMATION COMMANDER HMC DOCKYARD BLDG D-206 DOOR 1 THRU 13 HALIFAX NS B3K 5X5 CANADA	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER, CFB ESQUIMALT BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 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: 5820-01-573-6154 CAMERA, TELEVISION 115.0 VOLTS NOMINAL 1ST ALTERNATE OPERATING POWER RQMT; 6960 SERIES DUAL IMAGING POSITIONER SYSTEM; RECEIVES UP TO 16 PROGRAMMABLE ZONES IN THE HORIZONTAL PLANE; INST.ACTI IP ENCODER BRD INTO 6960 SERIES POS.PROVIDE DUAL VIDEO OUT,STD COMP & IP VIDEO OUT.6960 PINOUT TO MATCH CBL ASSY CA2 2Q.REQ ER61 6C FIRM;FIRMWARE FOR USE W/ER61 6C, COMMUNICATE W/THE HOST VIA IP ENCODER BRD OR STD RS422 COMM. 1/2 STEP MODE,MAX MANUAL P&T SPEED & PRESET SPEED OF 24 DEG PER SEC.FOR USE WI6960 POS.;CHANGE P&T BELTS ON 6960 TO STEEL REINFORCED BELTS.FOR USE 0 REQUIRES ER61 6CF OR ER6900A FIRMWARE. Or Equivalent (Bidder must submit specs to demonstrate equivalency) • Proposed Part Number: _____ • Proposed CAGE/NSCM: _____ NSCM/CAGE - COF/CAGE: 05157 Part No. - N° de la partie: 6965-4000-PEDD	D - 1	W8482	6	Each	\$	XXXXXXXXXXXX	See Herein		



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
2	NSN - NNO: 5820-01-573-6154 CAMERA, TELEVISION 115.0 VOLTS NOMINAL 1ST ALTERNATE OPERATING POWER RQMT; 6960 SERIES DUAL IMAGING POSITIONER SYSTEM; RECEIVES UP TO 16 PROGRAMMABLE ZONES IN THE HORIZONTAL PLANE; INST.ACTI IP ENCODER BRD INTO 6960 SERIES POS.PROVIDE DUAL VIDEO OUT,STD COMP & IP VIDEO OUT.6960 PINOUT TO MATCH CBL ASSY CA2 2Q.REQ ER61 6C FIRM;FIRMWARE FOR USE W/ER61 6C, COMMUNICATE W/THE HOST VIA IP ENCODER BRD OR STD RS422 COMM. 1/2 STEP MODE,MAX MANUAL P&T SPEED & PRESET SPEED OF 24 DEG PER SEC.FOR USE WI6960 POS.;CHANGE P&T BELTS ON 6960 TO STEEL REINFORCED BELTS.FOR USE 0 REQUIRES ER61 6CF OR ER6900A FIRMWARE. Or Equivalent (Bidder must submit specs to demonstrate equivalency)	D - 1 W2B02 Total	W8482 W8482	0 6 6	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein		
	Proposed Part Number:									
	Proposed CAGE/NSCM:									
	NSCM/CAGE - COF/CAGE: 05157									
	Part No. - N° de la partie: 6965-4000-PEDD									

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ANNEX A **Form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (If Applicable)**
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the technical requirements and quantities stated herein.

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.

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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 (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) 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
Fax: 819-997-9776

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

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

SECTION I: TECHNICAL BID (1 copy)

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 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 Equivalent Products (B3000T)

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, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2 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 the specified number of 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.

1.3 Exchange Rate Fluctuation Risk Mitigation

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.

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.

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).

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.

Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

1.4 Certifications

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

1.5 Additional Information

1.5.1 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.

1.6 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Solicitation No. - N° de l'invitation
W8482-168362/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hn329

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

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

- Technical compliance to the requirement presented herein;
- Complete technical specifications submitted for an equivalent product proposed.

1.2 Financial Evaluation

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 the bid.

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 contract award.

PART 5 - CERTIFICATIONS

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

If 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;

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.

Table 1: 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" 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

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the technical requirements and quantities stated herein

2.1 SACC Manual Clauses

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

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2014-11-27

4. Term of Contract

4.1 Delivery Dates

Item 001 Destination: Halifax Quantity: 6 Delivery scheduled for __date__;
Item 002 Destination: Victoria Quantity: 6 Delivery scheduled for __date__.

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 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in the contract for a total cost of \$ _ (insert the amount at contract award). Freight/Shipping included. Customs duties are included and Applicable Taxes are extra.

Item 001 Destination: Halifax Quantity: 6 \$ _;
Item 002 Destination: Victoria Quantity: 6 \$ _.

6.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.3 SACC Manual Clauses

SACC Reference	Section	Date
D0050C	End User Certificate	2007-05-25
G1005C	Insurance	2008-05-12

6.4 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. Claims must be distributed as follows:

- (a) Original and one (1) copy to:

Department of National Defence
Canadian Forces Base Esquimalt
LMAT / Main Warehouse
Building 65, Colwood
STN Forces 17000
Victoria, BC V9A 7N2

- (b) Original and one (1) copy to:

Department of National Defence
Maritime Forces Atlantic
Accounts Payable Section
P.O. Box 99000, STN Forces
Halifax, NS B3K 5X5

(c) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: D Mar P 4-3-2-5

(d) One (1) copy to:

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

8. Certifications

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. 2010A (2015-09-03) General Conditions – Goods (Medium Complexity);
- c. Requirement as presented at Solicitation W8482-168362/A;
- d. the Contractor's bid dated _date_.

11. Defence Contract

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

12. SACC Manual Clauses

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

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.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D6010C	Palletization	2007-11-30
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

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

13.2 Preparation for Delivery

The Contractor must prepare 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.

ANNEX A

Form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (If Applicable)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>



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 Numéro d'article	Description	Foreign Currency Component (FCC) per Unit Montant en monnaie étrangère par unité (\$CAN)	Foreign Currency Devise étrangères	Quantity Quantité	Initial Exchange Rate Facteur de conversion initial (i0)	Exchange Rate for Adjustments Taux de change aux fins du rajustement (i1)	% Change Variation en % $(i1-i0)/i0 > 0.02$ (+/-)	Adjustment = FCC X Quantity X (i1 - i0)/i0 Rajustement = montant en monnaie étrangère X Quantité X (i1 - i0)/i0	
								\$ 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	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
Total Exchange Rate Adjustment Rajustement total du taux de change								\$ 0.000	

Instructions

Where:

i_0 = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1 = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.
2. 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.

Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e. $\text{abs}[(i_1 - i_0) / i_0] > .02$), unless otherwise stated in the contract.

Étant entendu que :

i_0 = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

i_1 = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.
2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.
2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.
3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d. $\text{abs}[(i_1 - i_0) / i_0] > .02$), à moins d'indication contraire dans le contrat.