



**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**

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Optical Tests Equipment   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W8486-173545/A  | <b>Date</b><br>2017-01-17                   |
| <b>Client Reference No. - N° de référence du client</b><br>W8486-173545   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HN-446-72245  |   |
| <b>File No. - N° de dossier</b><br>hn446.W8486-173545   | <b>CCC No./N° CCC - FMS No./N° VME</b>      |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-02-28</b>  |   |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST   |   |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>                                       |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Garcia Lozano, Quiterie  | <b>Buyer Id - Id de l'acheteur</b><br>hn446 |
| <b>Telephone No. - N° de téléphone</b><br>(819) 420-0326 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -         |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Dept of National Defence<br>45 boul. Sacré-Coeur Blvd<br>GATINEAU QC J8X 1C6<br>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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The contractor must provide the goods in accordance with the technical requirements stated at Annex A.

This requirement includes the possibility of two (2) EXAScan Laser Scanners (P/N EXC-H3D-EXA3Y; Serial numbers: 551610 and 551696) as a trade-in.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by March 2017.

### **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)."

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## 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

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

### 2.2 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 proposal 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

### 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.

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## **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 provide their bid in separately bound sections as follows:

- Section I: Technical Bid (three (3) hard copies)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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.

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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements (Annex A) and how they will carry out the Work.

##### **3.1.1 Equivalent Product**

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 designates the brand name and model and/or part number and 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), or to

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demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within twenty (20) 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.

### 3.1.1.1 Equivalent Products - Samples (DND)

If the Bidder offers an 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 thirty (30) calendar days from the date of request. If approved, the sample submitted by the Bidder will remain the property of Canada and will be considered as part of the deliverables in the 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. Return shipment of the non-compliant item is responsibility of the Bidder.

## Section II: Financial Bid

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

### 3.1.2.1 Exchange Rate Fluctuation Risk Mitigation

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

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## **Section IV: Additional Information**

### **3.1.3 Delivery Offered**

Offered delivery is indicated at the item description herein. (Annex B)

## **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**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### **4.1.1.1 Mandatory Technical Criteria**

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

- Technical compliance herein.

#### **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 on an aggregate basis by subtracting the proposed trade-in values (item 6), if applicable, from the total value of items 1 to 5 at Annex B. If no trade in values are proposed, the aggregate pricing will be determined by the lowest priced bid received for items 1 to 5 only.

##### **4.1.2.1 Pricing Basis**

The bidder must quote firm unit prices in Canadian dollars DDP Delivered Duty Paid (Gatineau, QC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

The bidder may submit a firm unit price for the trade-ins, including the cost of pick-up, as detailed in the item description.

### **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 aggregate basis, including the price of the trade-ins if applicable, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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.

| <b>Green Practices within the Bidders' organization</b>  | <b>Insert a checkmark for each criterion that is met</b> |
|--|--|
| 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.  |  |

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.3 Certifications with Delivery

#### 5.3.1 Calibration Certificate

As part of the deliverables for item 1, the Bidder must provide a certificate of calibration, traceable to the OEM or National Institute of Standards and Technology (NIST) or the National Research Council of Canada (NRC), no older than 90 days at time of item 1 delivery.

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## 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 must provide the goods in accordance with the technical requirements stated at Annex A.

If applicable, the contractor must also take away two (2) EXAScan Laser Scanners (P/N EXC-H3D-EXA3Y; Serial numbers: 551610 and 551696) as a trade-in.

#### 6.2.1 SACC Manual Clauses

| SACC Reference | Section              | Date       |
|----------------|----------------------|------------|
| <u>B1501C</u>  | Electrical Equipment | 2006-06-16 |
| <u>B7500C</u>  | Excess Goods         | 2006-06-16 |

### 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2016-04-04), 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                        | 2013-01-28 |
| <u>C2801C</u>  | Priority Rating - Canadian Contractors | 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).

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:  
Quiterie GARCIA LOZANO – Supply Officer  
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) 420-0326  
E-mail address: Quiterie.GarciaLozano@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 Technical Authority

The Technical Authority for the Contract is: (will be inserted at contract)

Name:  
Title:  
Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx  
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.

### 6.5.3 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 price, as specified in the contract for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

## 6.6.2 Multiple Payments

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

## 6.6.3 SACC Manual Clauses

| SACC Reference | Section   | Date       |
|----------------|-----------|------------|
| G1005C         | Insurance | 2016-01-28 |

## 6.6.4 Exchange Rate Fluctuation Adjustment (use when appropriate)

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 x Qty x ( 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.

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## 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.

Invoice must contain the following information: W8486-173545 / CC8486BO / FC 2689Q6

2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the following address for certification and payment:  
National Defence Headquarters - MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2  
Attention: \_\_\_\_\_.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.  
Department of Public Works and Government Services - "HN" Division  
7B3 Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5  
Attention: Quiterie GARCIA LOZANO

## 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 \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

## 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 2010 A (2016-04-04) - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) 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 |

## 6.13 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.

## 6.14 SACC Manual Clauses (Delivery)

| SACC Reference | Section                  | Date       |
|----------------|--------------------------|------------|
| <u>D2000C</u>  | Marking                  | 2007-11-30 |
| <u>D2001C</u>  | Labelling                | 2007-11-30 |
| <u>D2025C</u>  | Wood Packaging Materials | 2013-11-06 |
| <u>D9002C</u>  | Incomplete Assemblies    | 2007-11-30 |

## 6.15 Shipping Instructions - Delivery at Destination

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

## 6.16 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.

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HN446  
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## ANNEX A - Requirement

### Item 1

#### OPTICAL READER, DATA ENTRY

Quantity: 3

Includes: scanner unit; VXEelements software; carrying case; 4 meters custom USB cable; power supply; calibration plate; 2,000 reflective targets.

Must come with a certificate of calibration, traceable to the OEM or National Institute of Standards and Technology (NIST) or the National Research Council of Canada (NRC), no older than 90 days at time of delivery.

Test data not required

Must work in conjunction and be compatible with items 2 to 4.

P/N: HANDYSCAN 700  
NSCM: L7213 - Creaform inc.

OR EQUIVALENT:

P/N offered: \_\_\_\_\_

NSCM offered: \_\_\_\_\_

### Item 2

#### CONTROLLER

Quantity: 3

Must work in conjunction and be compatible with items 1; 3 and 4.

P/N: LAP-CRE-G3ZCEU  
NSCM: L7213 - Creaform inc.

OR EQUIVALENT:

P/N offered: \_\_\_\_\_

NSCM offered: \_\_\_\_\_

### Item 3

#### BATTERY, RECHARGEABLE

Quantity: 3

Must work in conjunction and be compatible with items 1; 2 and 4.

P/N: ACC-CRE-BAT  
NSCM: 7EXZ5 – Creaform USA Inc.

OR EQUIVALENT:

P/N offered: \_\_\_\_\_

NSCM offered: \_\_\_\_\_

### Item 4

#### DATA PROCESSING SOFTWARE

Quantity: 1

Must work in conjunction and be compatible with items 1 to 3

P/N: SFT-CRE-VXM  
NSCM: L7213 - Creaform Inc.

OR EQUIVALENT:

P/N offered: \_\_\_\_\_

NSCM offered: \_\_\_\_\_

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### **Item 5**

TRAINING

Quantity: 1

Three (3) days onsite training for up to five (5) participants to be held in client premise in Gatineau, QC. Training must be held in English and all supporting documents must be in English and French. Bidder must identify the type of training that they will provide and insure that the trainees will receive the correct level of knowledge to be self-sufficient.

At the end of the training, trainees must be able to set-up the equipment; how to safe equipment from damage; familiarization all of the system capabilities; and be able to operate the system on their own. All travel and expenses are at supplier charge.

All material and administrative fees cost must be included in the bid.

### **Item 6**

TRADE INS

Quantity: 2

Possibility of two (2) EXAScan Laser Scanners

P/N: EXC-H3D-EXA3Y, Serial Numbers 551610 and 551696 as a trade in.

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### ANNEX B - Basis of Payment

The bidder must quote firm unit prices in Canadian dollars DDP Delivered Duty Paid (Gatineau, QC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

The bidder may submit a firm unit price for the trade-ins, including the cost of pick-up, as detailed in the item description.

#### Item 1

OPTICAL READER, DATA ENTRY

Quantity: 3

P/N: HANDYSCAN 700  
NSCM: L7213 - Creaform inc.  
Delivery offered: \_\_\_\_\_

*OR EQUIVALENT:*  
*P/N offered:* \_\_\_\_\_  
*NSCM offered:* \_\_\_\_\_  
*Delivery offered:* \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

#### Item 2

CONTROLLER

Quantity: 3

P/N: LAP-CRE-G3ZCEU  
NSCM: L7213 - Creaform inc.  
Delivery offered: \_\_\_\_\_

*OR EQUIVALENT:*  
*P/N offered:* \_\_\_\_\_  
*NSCM offered:* \_\_\_\_\_  
*Delivery offered:* \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

#### Item 3

BATTERY, RECHARGEABLE

Quantity: 3

P/N: ACC-CRE-BAT  
NSCM: 7EXZ5 – Creaform USA Inc.  
Delivery offered: \_\_\_\_\_

*OR EQUIVALENT:*  
*P/N offered:* \_\_\_\_\_  
*NSCM offered:* \_\_\_\_\_  
*Delivery offered:* \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

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**Item 4**

DATA PROCESSING SOFTWARE

Quantity: 1

P/N: SFT-CRE-VXM  
NSCM: L7213 - Creaform Inc.  
Delivery offered: \_\_\_\_\_

*OR EQUIVALENT:*  
*P/N offered:* \_\_\_\_\_  
*NSCM offered:* \_\_\_\_\_  
*Delivery offered:* \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

**Item 5**

TRAINING

Quantity: 1

3-days on-site training for up to five (5) participants.

Unit Price: \$ \_\_\_\_\_

**Item 6**

TRADE IN

Quantity: 2

Possibility of two (2) EXAScan Laser Scanners P/N: EXC-H3D-EXA3Y,  
Serial Numbers 551610 and 551696 as a trade in.

Unit Price: \$ \_\_\_\_\_

**Total Bid Price (Tax Extra): \$ \_\_\_\_\_**

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**ANNEX C - Claim for Exchange Rate Adjustment form**



## 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.  $\text{abs}[(1 - i_0) / i_0] > .02$ ), 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.  $\text{abs}[(1 - i_0) / i_0] > .02$ ), à moins d'indication contraire dans le contrat.