

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Facsimile : 819-997-9776

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin

At - a: 1400 hours / heures EDT

On - le : 01 May / mai 2017

CHARGE FICTIVE, ELECTRIQUE/ TRANSITION, GUIDE D'ONDES Date of Solicitation - Date de l'invitation 2017/03/20 Address Enquiries to - Adresser toutes questions à Therese Thomas Therese. Thomas@forces.gc.ca Telephone No N° de téléphone FAX No - N° de fax Destination Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	Title/Titre: DUMMY LOAD ELECTRICAL/ WAVEGUIDE ADAPTER	Solicitation No – Nº de l'invitation W8482-171740/A
2017/03/20 Address Enquiries to – Adresser toutes questions à Therese Thomas Therese Thomas@forces.gc.ca Telephone No. – N° de téléphone FAX No – N° de fax Destination Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.		
Therese Thomas Therese.Thomas@forces.gc.ca Telephone No. – N° de téléphone FAX No – N° de fax Destination Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.		
Therese.Thomas@forces.gc.ca Telephone No. – N° de téléphone FAX No – N° de fax Destination Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	Address Enquiries to – Adresser toutes que	estions à
Destination Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.		
Specified Herein / Précisé dans le présentes Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	Telephone No. – № de téléphone	FAX No – Nº de fax
Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	Specified Herein / Précisé dans le présentes	
livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	Municipal taxes are not applicable herein all prices quoted must inclu- customs duties, GST/HST, excise Delivery Duty Paid including all de as indicated. The amount of the G Tax/Harmonized Sales Tax is to b Instructions: Les taxes municip indication contraire, les prix indiq droits de douane canadiens, la TP	ude all applicable Canadian taxes and are to be delivered elivery charges to destination(s) oods and Services e shown as a separate item. pales ne s'appliquent pas. Sauf ués doivent comprendre les S/TVH et la taxe d'accise. Les
	biens doivent être livrés « rendu livraison compris, à la ou aux des de la taxe sur les produits et serv	droits acquittés », tous frais de tinations indiquées. Le montant

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
	r r
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Name and title of person authorized to	0
print) - Nom et titre de la personne auto	orisée à signer au nom du fournisseur
(caractère d'imprimerie)	
Name/Nom	Title/Titre
Signature	Dete
Signature	Date

Canada

File No. - N° du dossier

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
 1.1 REQUIREMENT - BID 1.2 DEBRIEFINGS 1.3 TRADE AGREEMENTS 	3
PART 2 - BIDDER INSTRUCTIONS	3
 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 2.2 SUBMISSION OF BIDS 2.3 ENQUIRIES - BID SOLICITATION 2.4 APPLICABLE LAWS 	3 3
PART 3 - BID PREPARATION INSTRUCTIONS	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES4.2 BASIS OF SELECTION	
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
 5.1 CERTIFICATIONS REQUIRED WITH THE BID 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 	7
PART 6 - RESULTING CONTRACT CLAUSES	7
 6.1 SECURITY REQUIREMENTS	
ANNEX "A" LINE ITEM DETAILS	13
ANNEX "B" BASIS OF PAYMENT	15
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	17

PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 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.

1.3 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids Subsection 3 is deleted.
- c) Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

B3000T (2006-06-16), Equivalent Products

B1000T (2014-06-26), Condition of Material – Bid

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 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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 <u>Policy on Green</u> <u>Procurement</u> (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
- 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 and how they will carry out the Work.

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.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation Risk Mitigation

<u>C3010T</u> (2014-11-27), 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 <u>PWGSC-TPSGC 450</u>⁽⁴⁾, 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 <u>PWGSC-TPSGC 450</u>, 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 and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

a) Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products

b) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

SACC Manual Clause A0272T (2010-08-16), Basis of Selection – Multiple Items

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program. page?&_ga=1.229006812.1158694905.1413548969).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Details" at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010A</u> (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to ______ inclusive

6.4.2 Delivery Date

All the deliverables must be received on or before _____

DND reserves the right to request delivery date changes to before or after March 31 2018.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	
Title:	
Directorate:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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:

Name:
Title:
Organization:
Address:

Buyer ID - Id de l'acheteur 28B CCC No./N° CCC - FMS No./N° VME

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.

6.5.3 Contractor's Representative

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail:

6.6 Payment

6.6.1 Basis of Payment

C0207C (2013-04-25) Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract, for a cost of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

6.6.3 Terms of Payment

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

6.6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

c. Wire Transfer (International Only);

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.

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

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

and

Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 Victoria, BC V9A 7N2 Canada

b. One (1) copy must be forwarded to:

Department of National Defence 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: -_____

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

6.8 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws - Contract

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

6.10 **Priority of Documents**

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

- a) the Articles of Agreement;
- b) the general conditions 2010A (2016-04-04), General Conditions Goods (Medium Complexity),
- c) Annex A, Line Item Details
- d) Annex B, Basis of Payment
- e) the Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause <u>A9006C</u> (2012-07-16), Defence Contract

6.12 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

D2001C (2007-11-30), Labelling

D2000C (2007-11-30), Marking

D2025C (2013-11-06), Wood Packaging Materials

D6010C (2007-11-30), Palletization

D9002C (2007-11-30), Incomplete Assemblies

G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Preparation for Delivery - Canadian Forces Packaging Specifications

The Contractor must prepare items 001 and 002 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-036/SF-000, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment.

6.14 Quality Assurance

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

6.15 Shipping Instructions - Delivery and Destination Schedules Unknown

- The Contractor must ship the goods prepaid DDP Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
- 2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

File No. - N° du dossier

- a) 2B1 CF Esquimalt Esquimalt, B.C. Telephone: 250-363-4963
- b) 7H1 CF Halifax Halifax, N.S. Telephone: 902-427-1441

6.16 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 x Qty x $(i_1 - i_0) / i_0$ 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 <u>PWGSC-TPSGC 450</u>, Claim for Exchange Rate Adjustments.
- 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 <u>PWGSC-TPSGC</u> 450 (i.e [i₁ i₀) / i₀]).
- 8. Canada reserves the right to audit any revision to costs and prices under this clause.

ANNEX A LINE ITEM DETAILS / ANNEXE A DÉTAILS DES ARTICLES

Item / Article	Part Number Requested / Numéro de pièce demandé	Or Equivalent / Ou Équivalent If offering an equivalent specify below / Veuillez indiquer lorsqu'un article équivalent est proposé en dessous	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement / Besoin de Sécurité	Quality Assurance Code (QAC) / Code de l'Assurance de la Qualité	Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux
	P/N	P/N									
	C80F-T-30-N		NSN: 5985-01-660-2236								
	NCAGE / NSCM	NCAGE / NSCM		EA / CH	2	Deparment of National Defence	Deparment of National	NO / NON	C	NO / NON	
1	06351		DUMMY LOAD,ELECTRICAL			CFB Halifax Main Warehouse Bldg D-206 Door 1 thru 13 HMC Dockyard	Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax, NS, B3K 5X5 Canada				YES/OUI
	Name of Manufacturer / Nom du Fabricant	Name of Manufacturer / Nom du Fabricant	CHARGE FICTIVE,ELECTRIQUE								
	MICROWAVE ENGINEERING CORPORATION										
	P/N	P/N									
	C80F-T-30-N		NSN: 5985-01-660-2236								
	NCAGE / NSCM	NCAGE / NSCM				Deparment of National	Deparment of National				
2	06351		DUMMY LOAD,ELECTRICAL	EA / CH	2	ATTN: Receiving BLDG 66	Defence Base Logistic Officer CFB Esquimalt Stn Forces P.O. Box 17000	NO / NON	с	NO / NON	YES/OUI
	Name of Manufacturer / Nom du Fabricant	Name of Manufacturer / Nom du Fabricant	CHARGE FICTIVE, ELECTRIQUE			Victoria, BC, V9C 1B0 Canada	Victoria, BC, V9A 7N2 Canada				
	MICROWAVE ENGINEERING CORPORATION										

ANNEX A LINE ITEM DETAILS / ANNEXE A DÉTAILS DES ARTICLES

Item / Article	Part Number Requested / Numéro de pièce demandé	Or Equivalent / Ou Équivalent If offering an equivalent specify below / Veuillez indiquer lorsqu'un article équivalent est proposé en dessous	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement / Besoin de Sécurité	Quality Assurance Code (QAC) / Code de l'Assurance de la Qualité	Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux
	P/N	P/N	NSN: 5985-01-660-2386								
	R47-N		NSN. 5965-01-000-2560								
	NCAGE / NSCM	NCAGE / NSCM		EA / CH	2	Deparment of National Defence	Deparment of National	NO / NON			
3	06351		ADAPTER,WAVEGUIDE			Main Warehouse Bldg D-206 Door 1 thru 13 HMC Dockyard	Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax, NS, B3K 5X5 Canada		с	NO / NON	YES/OUI
	Name of Manufacturer /	Name of Monufacturor (TRANSITION, GUIDE D'ONDES								
	Nom du Fabricant	Manufacturer / Nom du Fabricant	TRANSITION, GOIDE D'ONDES								
	MICROWAVE ENGINEERING CORPORATION										
	P/N	P/N									
	R47-N		NSN: 5985-01-660-2386								
	NCAGE / NSCM	NCAGE / NSCM					Deparment of National				
4	06351		ADAPTER,WAVEGUIDE	EA / CH	2	ATTN: Receiving BLDG 66	Defence Base Logistic Officer CFB Esquimalt Stn Forces P.O. Box 17000	NO / NON	с	NO / NON	YES/OUI
	Name of Manufacturer / Nom du Fabricant	Name of Manufacturer / Nom du Fabricant	TRANSITION, GUIDE D'ONDES			Victoria, BC, V9C 1B0 Canada	Sth Forces P.O. Box 17000 Victoria, BC, V9A 7N2 Canada				
	MICROWAVE ENGINEERING CORPORATION										

ANNEX B BASIS OF PAYMENT / ANNEXE B BASE DE PAIEMENT

Item / Article	Part Number / Numéro de pièce	Description / Description	Quantity / Quantité	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included / PRIX UNITAIRE FERME: Service de livraison payé, Coûts de transport compris	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	Applicable taxes / Taxes applicables	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
	P/N C80F-T-30-N	NSN: 5985-01-660-2236					
1	NCAGE / NSCM 06351	DUMMY LOAD,ELECTRICAL	2		\$-	\$-	\$-
	Name of Manufacturer / Nom du Fabricant	CHARGE FICTIVE, ELECTRIQUE					
	MICROWAVE ENGINEERING CORPORATION						
	P/N C80F-T-30-N	NSN: 5985-01-660-2236					
2	NCAGE / NSCM 06351	ADAPTER,WAVEGUIDE	2		\$-	\$-	\$ -
	Name of Manufacturer / Nom du Fabricant	INTERRUPTEUR,A POUSSOIR					
	MICROWAVE ENGINEERING CORPORATION						
					То	tal	\$-

ANNEX B BASIS OF PAYMENT / ANNEXE B BASE DE PAIEMENT

Item / Article	Part Number / Numéro de pièce	Description / Description	Quantity / Quantité	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included / PRIX UNITAIRE FERME: Service de livraison payé, Coûts de transport compris	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	Applicable taxes / Taxes applicables	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
	P/N R47-N	NSN: 5985-01-660-2386					
3	NCAGE / NSCM 06351	ADAPTER,WAVEGUIDE	2		\$-	\$-	\$-
	Name of Manufacturer / Nom du Fabricant	TRANSITION, GUIDE D'ONDES					
	MICROWAVE ENGINEERING CORPORATION						
	P/N R47-N	NSN: 5985-01-660-2386					
4	NCAGE / NSCM 06351	ADAPTER,WAVEGUIDE	2		\$-	\$-	\$-
	Name of Manufacturer / Nom du Fabricant	TRANSITION, GUIDE D'ONDES					
	MICROWAVE ENGINEERING CORPORATION						
					То	tal	Ş -

Amd. No. - N° de la modif.

File No. - N° du dossier

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);