



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> BATTERY, NONRECHARGEABLE	
<b>Solicitation No. - N° de l'invitation</b> W6399-180399/A	<b>Date</b> 2017-08-04
<b>Client Reference No. - N° de référence du client</b> W6399-180399	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-331-73223	
<b>File No. - N° de dossier</b> hn331.W6399-180399	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-09-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <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> Turner, Louie	<b>Buyer Id - Id de l'acheteur</b> hn331
<b>Telephone No. - N° de téléphone</b> (873) 469-3342 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE CANSOFCOM 8355 FRANKTOWN ROAD RICHMOND, ON K0A 2Z0 CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: Tamara Hunton DLP 6-1-1 OTTAWA Ontario K1A0K2 Canada
D2	Camp Canada (DND) Erbil International Airport Erbil Iraq	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: Tamara Hunton DLP 6-1-1 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: 6135-01-5117-6060 BATTERY, NONRECHARGEABLE BATTERY, NON RECHARGEABLE • SPECIAL FEATURES:LITHIUM MANGANESE DIOXIDE END ITEM IDENTIFICATION:LITHIUM BATTERIES Nato Item Description BATTERY, NON RECHARGEABLE • MPNs Requiring Documentation from Vendor to Prove Suitability ----- ----- Acceptable Manufacturer information: Part: BA-5390A/U Supplier: 80063 - US Army Communications, MD, US • Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ •	D - 1	W6399	800	Each	\$	XXXXXXXXXXXX		2017-09-21	



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: 6135-01-517-6060 BATTERY, NONRECHARGEABLE BATTERY, NON RECHARGEABLE • SPECIAL FEATURES:LITHIUM MANGANESE DIOXIDE END ITEM IDENTIFICATION:LITHIUM BATTERIES Nato Item Description BATTERY, NON RECHARGEABLE • MPNs Requiring Documentation from Vendor to Prove Suitability ----- ---- Acceptable Manufactures Information: Part: BA-5390A/U Supplier: 80063 - US Army Communications, MD, US • Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ • Delivery Instructions: • Delivery to Camp Canada, Erbil International Airport, Erbil, Iraq, 44000 "Hold for pickup Att: Phil Hayes POC: 0751-117-2680	D2	W6399	800	Each	\$		XXXXXXXXXXXX		2017-09-21	



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
3	NSN - NNO: 6135-01-5117-6060 BATTERY, NONRECHARGEABLE BATTERY, NON RECHARGEABLE • SPECIAL FEATURES:LITHIUM MANGANESE DIOXIDE END ITEM IDENTIFICATION:LITHIUM BATTERIES Nato Item Description BATTERY, NON RECHARGEABLE • MPNs Requiring Documentation from Vendor to Prove Suitability ----- ----- Acceptable Manufacturer information: Part: BA-5390A/U Supplier: 80063 - US Army Communications, MD, US • Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ • Item # 3 - Option quantity year 1, for a quantity of "up to 800", to be exercised on an as and when required basis. The minimum order quantity for each release will be 200. • Start Period: First year option	D - 1	W6399	800	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	period to start upon contract award date (exact date TBD). • Note: The option year 1 and option year 2 quantity may vary below or above the "up to 800" quantity requirement noted at each line item and will be adjusted by a formal amendment if required. The total option quantity will remain a quantity of "up to 1600".								



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
4	BATTERY, NONRECHARGEABLE BATTERY, NON RECHARGEABLE • SPECIAL FEATURES:LITHIUM MANGANESE DIOXIDE END ITEM IDENTIFICATION:LITHIUM BATTERIES Nato Item Description BATTERY, NON RECHARGEABLE • MPNs Requiring Documentation from Vendor to Prove Suitability ----- ----- Acceptable Mnufacturer information: Part: BA-5390A/U Supplier: 80063 - US Army Communications, MD, US • Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ • • Item # 4 - Option quantity year 2, for a quantity of "up to 800", to be exercised on an as and when required basis. The minimum order quaty for each release will be 200. • Start Date: Second year option	D - 1	W6399	800	Each	\$	XXXXXXXXXXXX	See Herein		



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	period to start upon end of first year option period (exact dates TBD) • Note: The option year 1 and option year 2 quantity may vary below or above the "up to 800" quantity requirement noted at each line item and will be adjusted by a formal amendment if required. The total option quantity will remain a quantity of "up to 1600".								



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File No. - N° du dossier  
hn331.W6399-180399

Buyer ID - Id de l'acheteur  
hn331  
CCC No./N° CCC - FMS No./N° VME

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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 herein.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by September 21, 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)."

## 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>A9033T</u>	Financial Capability	2012-07-16
<u>B1000T</u>	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 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 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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File No. - N° du dossier  
hn331.W6399-180399

Buyer ID - Id de l'acheteur  
hn331  
CCC No./N° CCC - FMS No./N° VME

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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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

#### 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 demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within five (5) 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 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 quinze (15) 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.

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### 3.1.2 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.

### 3.1.3 Delivery Offered

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

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.**

### **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;
- Bids must be submitted for all destinations per NSN.

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

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

### **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" will be recommended for award of a contract.

Note: The evaluated price will include the option quantities of 800 year one and 800 year two.

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## 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.

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Bidders' Authorized Representative Signature

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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

### 5.2.3 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](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 this Contract.

### 6.2 Requirement

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

#### 6.2.2 Optional Goods

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

The Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least one calendar day before the expiry date of the Contract.

#### 6.2.3 SACC Manual Clauses

SACC Reference	Section	Date
<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) (<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).

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least one calendar day before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:  
Louie Turner, Supply Specialist  
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: (873) 469-3342  
E-mail address: [louie.turner@pwgsc-tpsgc.gc.ca](mailto:louie.turner@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Contractor's Representative

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

#### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

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

### 6.6.2 Limitation of Price

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

### 6.6.3 Single Payment or Multiple Payments

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

### 6.6.4 SACC Manual Clauses

SACC Reference	Section	Date
<b>G1005C</b>	Insurance	2016-01-28

### 6.6.5 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i1 - i0) / i0$$

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.  $\frac{i1 - i0}{i0}$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

#### **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and two (2) copies must be forwarded to the following address for certification and payment:  
National Defence Headquarters – CANSOFCOM HQ  
101 Colonel By Drive, Ottawa, ON, K1A 0K2  
Attention: Tamara Hunton DLP 6-1-1
  - (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: Louie Turner

#### **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 \_\_\_\_\_.

## 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) Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_.

## 6.11 Defence Contract

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

## 6.12 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">D5545C</a>	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
<a href="#">D6010C</a>	Palletization <a href="#">DND Depot</a>	2007-11-30
<a href="#">D2025C</a>	Wood Packaging Materials <a href="#">Overseas shipping</a>	2013-11-06
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

### 6.14.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Richmond, Ontario and Erbil, Iraq Inco terms 2000 for shipments from a commercial contractor.

#### **6.14.2 Preparation for Delivery**

The Contractor must prepare item numbers 1 to 4 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 1 to 4 in quantities of one (1) by package.

#### **6.14.3 Shelf Life**

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

#### **6.14.4 Shipping – Scheduling (DND)**

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots as below:

Item # 1 – DND, 8355 Franktown Road, Richmond, Ontario, K0A 2Z0

Item # 2 – Camp Canada, Erbil International Airport, Erbil, Iraq, 44000 (instructions per line item)

Item # 3 – DND, 8355 Franktown Road, Richmond, Ontario, K0A 2Z0

Item # 4 – DND, 8355 Franktown Road, Richmond, Ontario, K0A 2Z0