



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
Bid Fax: (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).

Title/Titre NSN: 4820-01-2903417 VALVE, SAFETY RELIEF/ SOUPAPE, DE SURETE ET DE DECHARGE		Solicitation No – N° de l'invitation W8482-194783/A
Date of Solicitation – Date de l'invitation August/août 10, 2018		
Address Enquiries to – Adresser toutes questions à Jennifer Sorensen D Mar P 4-3-2-3 Jennifer.sorensen@forces.gc.ca		
Telephone No. – N° de téléphone N/A	FAX No – N° de fax N/A	
Destination Specified Herein/ Précisé dans les 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.

Solicitation Closes – L'invitation prend fin
At – à : 14 :00 EDT
On - le : August/août 27, 2018

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

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

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 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) (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.

a) Section 02, Procurement Business Number is deleted in its entirety.

b) Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

[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 [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 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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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

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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.1.2 Equivalent Products – Bid

- (a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by brand name, NATO Stock Number (NSN), and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- (b) Where equipment has been described in this bid solicitation by NSN and/or part number, and more than one part number is listed as associated with a single NSN Line Item, equivalency will be assessed against the first part number listed under the NSN. Other part numbers listed under that NSN will be considered to meet the requirement without requiring an assessment as an equivalent product, unless this bid solicitation specifies otherwise.
- (c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of a part number listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- (d) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada as identified in the web links associated with each Line Item will be considered where the Bidder:
- (i) clearly designates in its bid the brand name, NATO Stock Number, and/or part number of the proposed equivalent product;
 - (ii) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - (iii) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in this bid solicitation;
 - (iv) demonstrates that the equipment is fully compatible, interoperates with and is interchangeable with the corresponding Line Item(s) specified in this bid solicitation; and
 - (v) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- (e) If requested during evaluation, the Bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.
- (f) If requested during evaluation, the Bidder must provide a demonstration of its proposed equivalent product.
- (g) Proposed equivalent products will be declared non-responsive if:

- (i) the bid fails to provide all the information (including Certifications) required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the Bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
- (ii) the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in this bid solicitation; or
- (iii) the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in this bid solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the existing equipment owned by Canada.

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 [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Military Technical Data (Shock Test) – Equivalent Products

Submission of certificate of shock testing and drawings:

Any equivalent product(s) proposed must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1 Type A, prior to the bid closing. If bidder is offering substitute products that are equivalent in form, fit, function and quality to the Original Equipment Manufacturer (OEM) parts specified herein, the bidder must provide proof by submitting a copy of the successful certificate of shock testing including the serial numbers of the proposed products and an acceptable drawing with certification of the proposed products with their bid by the bid closing date and time. Bids unable to meet this requirement will be given no further consideration.

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 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).

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

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 [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.

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 award to the end of the warranty period as described in Section 09 of [2010A](#) (2016-04-04) General Conditions - Goods (Medium Complexity).

6.4.2 Delivery Date

All the deliverables must be received on or before _____.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2019.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Sorensen
Title: Material Acquisition and Support Officer
Directorate: D Mar P 4-3-2-3
Address: 101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
E-mail address: Jennifer.sorensen@forces.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:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

6.6 Payment

6.6.1 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 Annex “B”, Basis of Payment. 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](#) (2017-08-17), Limitation of Price

6.6.3 Terms of Payment

SACC *Manual* clause [H1001C](#) (2008-05-12), Multiple Payments

SACC *Manual* clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

6.6.4 Electronic Payment of Invoices – Contract

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

- 5.1.2.1 Direct Deposit (Domestic and International);
- 5.1.2.2 Electronic Data Interchange (EDI);
- 5.1.2.3 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.

Invoices must be distributed as follows:

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

Department of National Defence
Maritime Forces Atlantic
Accts Payable Bldg. S-90, Room 334
2686 Sextant Lane, Stadacona
PO Box 99000 Stn
Forces Halifax, NS B3K
5X5 Canada

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

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: - D Mar P 4-3-2-3

6.8 Certifications and Additional Information

6.8.1 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) Annex C, Long Text Description
- f) the Contractor's bid dated _____.

6.11 Defence Contract

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

6.12 SACC Manual Clauses

[B7500C](#) (2006-06-16), Excess Goods

[C2800C](#) (2013-01-28), Priority Rating

[C2801C](#) (2014-11-27), Priority Rating – Canadian-Based Contracts

[D2001C](#) (2007-11-30), Labelling

[D2000C](#) (2007-11-30), Marking

[D2025C](#) (2017-08-17), Wood Packaging Materials

[D6010C](#) (2007-11-30), Palletization

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

6.13 Asbestos

The contractor shall not use asbestos in the equipment unless no feasible alternative is available, in which case rationale shall be provided. Any parts containing asbestos shall be properly labelled, and the part number and location be explicitly identified in technical documentations.

6.14 Packaging Requirements using Specification D-LM-008-036/SF-000

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.

6.15 Canadian Military Technical Data (Shock Test) – Equivalent Products

Submission of certificate of shock testing and drawings:

Any equivalent product(s) proposed must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1 Type A, prior to the bid closing. If bidder is offering substitute products that are equivalent in form, fit, function and quality to the Original Equipment Manufacturer (OEM) parts specified herein, the bidder must provide proof by submitting a copy of the successful certificate of shock testing including the serial numbers of the proposed products and an acceptable drawing with certification of the proposed products with their bid by the bid closing date and time. Bids unable to meet this requirement will be given no further consideration.

6.16 Quality Assurance

SACC Manual clause [D5545C](#) (2010-08-16) ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code C)

6.17 Shipping Instructions - Delivery and Destination Schedules Unknown

1. 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.

a) 7H1 CFB Halifax
Halifax, N.S.
Téléphone : 902-427-1441

6.18 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. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Exchange rate adjustment = $FCC \times Qty \times (i_1 - i_0) / i_0$
where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty

quantity of units

i_0



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

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i_1

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]).

The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present 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.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is $[i_1 - i_0] / i_0$).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

6.19 Equivalency of Equipment

6.19.1 Equivalent Products – Contract

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- (i) equivalent in form, fit, function and quality to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract
 - (ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.

- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - (ii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

ANNEX "A" LINE ITEM DETAILS

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
001	NSN: 4820 -01-2903417 Item Name: VALVE,SAFETY RELIEF P/N: R10AN5N512-CS4 OR R10AN5N512-CS4,4X4 NSCM/MFG: 34889, HUNT VALVE COMPANY INC OR EQUIVALENT If offering an equivalent, please specify: P/N offered: Name of Manufacturer:	EA	4	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	Accounts Payable Dept. Of National Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 CANADA	NO	C	NO	CFTA/NAFTA

ANNEX "B" BASIS OF PAYMENT

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes	TOTAL PRICE: Applicable taxes Included
001	NSN: 4820 -01-2903417 Item Name: VALVE,SAFETY RELIEF	EA	4	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	Accounts Payable Dept. Of National Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 CANADA				
						TOTAL			

ANNEX "C" LONG TEXT DESCRIPTION

NSN: 4820-01-2903417

Item name: VALVE,SAFETY RELIEF

Inlet Size: 4 inch, ANSI/ASME B16.5
Inlet ratings: 150 lb.
Outlet sizes: 4 inch, ANSI/ASME B16.5
Outlet ratings: 150 lb.
Orifice Sizes: No orifice fitted
Set Pressure range: 4 to 5 bar (+/- 10% of 4.4 bar set pressure)
Body Material: Steel, ASTM A216 Gr. WCB

**ANNEX "D" 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)