



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
L'Esplanade Laurier
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Automated Recording Units	
Solicitation No. - N° de l'invitation K2A52-181214/B	Date 2018-12-14
Client Reference No. - N° de référence du client K2A52-181214	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-76050	
File No. - N° de dossier hn329.K2A52-181214	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-18	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dumaresq, Steve	Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (613) 296-1704 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the solicitation.

1.2 Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein. Initial quantity of 250 and options to purchase additional units as detailed herein.

1.2.1 Delivery Requirement

Initial delivery is requested to be completed by 15 March 2019.

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 Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information

1.6 Comprehensive Land Claims Agreements

Contractual deliveries will include the destinations of Whitehorse (YT) and Yellowknife (NT).

This procurement is subject to the following Comprehensive Land Claims Agreements:

Sahtu Dene and Metis Comprehensive Land Claim Agreement
Champagne and Aishihik First Nations Final Agreement
Little Salmon/Carmacks First Nation Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Selkirk First Nation Final Agreement
Teslin Tlingit Council Final Agreement
Vuntut Gwitchin First Nation Final Agreement
Tr'ondëk Hwëch'in Final Agreement
Ta'an Kwach'an Council Final Agreement
Kluane First Nation Final Agreement
Kwanlin Dun First Nation Final Agreement
Carcross/Tagish First Nation Final Agreement

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](#) (2018-05-22) 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

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

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- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
- i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
2. ePost Connect
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.

- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<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.

PWGSC Bids Receiving Unit
11 Laurier Street, Place du Portage, Phase 3, Core 0B2,
Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201 Fax: 819-997-9776

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy and 1 soft copy CD, DVD or USB key)
- Section II: Financial Bid (1 hard copy and 1 soft copy CD, DVD or USB key)
- Section III: Certifications (1 hard copy and 1 soft copy CD, DVD or USB key)
- Section IV: Additional Information (1 hard copy and 1 soft copy CD, DVD or USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Section I: Technical Bid

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.

3.2 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.

Section III: Certifications

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

Section IV: Additional Information

3.3 Contractor's Representative

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

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

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

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

Bidders must present a proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy.

Technical compliance to all requirements presented herein;
Technical compliance to the Statement of Requirement at Annex A;
Technical compliance to the Evaluation Criteria at Annex B.

4.1.2 Financial Evaluation

Compliance with the pricing requirements presented herein;
Completion of an Annex C, Pricing Schedule.

4.1.2.1 Pricing Basis

Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included.

If Bidder is requesting the exchange rate fluctuation protection, a completed Claim for Exchange Rate Adjustments form (PWGSC-TPSGC 450) must be included with submitted bid.

The Total Evaluated Bid Price is the sum of all items at Annex C, Pricing Schedule.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all evaluation criteria to be declared responsive (compliant). The lowest priced responsive bid on an aggregate 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. 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

5.1.1 Declaration of Convicted Offences

If applicable, 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 to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

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, if applicable, to be given further consideration in the procurement process.

5.2.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

OR

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

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 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.

1. Security Requirements

There is no security requirement applicable to the Contract.

2. Requirement

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

Initial quantity of units at prices and delivery destinations as detailed at Annex _ attached.

2.1 Optional Goods (Additional Quantities)

The Contractor grants to Canada the irrevocable options to acquire additional units up to the quantities specified at Annex __, under the same conditions and at the prices stated in the Contract. The options may be exercised in whole or in part. The options may only be exercised by the Contracting Authority through a contract amendment.

3. SACC Manual Clauses

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

3.1 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.

3.1.1 General Conditions

2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of contract is from __date__ to 31 March 2021 inclusively.

Delivery of initial quantity is estimated to be no later than __date__.

5. Authorities

5.1 Contracting Authority

Steve Dumaresq
Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
L'Esplanade Laurier (LEL), 140 O'Connor Street, East Tower
Telephone: (613) 296-1704
E-mail address: steve.dumaresq@pwgsc-tpsgc.gc.ca

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

5.2 Technical Authority

Name:
Title:
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx
E-mail:

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

5.3 Contractor's Representative

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
Facsimile: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in the contract for a cost of \$ _ (insert the amount at contract award). Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra.

6.2 Multiple Payments

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

6.3 Exchange Rate Fluctuation Adjustment (if applicable)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i^1 - i^0) / i^0$$

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 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. $[i^1 - i^0] / i^0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.4 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.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
 - b) a copy of the release document and any other documents as specified in the Contract;
 - c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d) a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the consignee.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the Section 5. Authorities

7. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

8. Certifications and Additional Information - 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.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2030 (2018-06-21), General Conditions - Higher Complexity - Goods;
- (c) requirement as presented at Solicitation K2A52-181214/B;
- (d) the Contractor's bid dated ____.

11. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

Solicitation No. - N° de l'invitation
K2A52-181214/B
Client Ref. No. - N° de réf. du client
K2A52-181214/B

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
hn329
CCC No./N° CCC - FMS No./N° VME

12. Shipping Instructions - Delivery at Destination

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

ANNEX A STATEMENT OF REQUIREMENT

Automated Recording Units for acoustic monitoring of wildlife populations.

BACKGROUND

The Canadian Wildlife Service of Environment and Climate Change Canada has a requirement to purchase a large number of automated recording units (ARU) capable of recording wildlife sound activity in field conditions. The units must be suitable for use under a variety of sampling protocols in a wide range of ecosystems throughout Canada including temperate, boreal and arctic ecosystems and on coastal and offshore islands. The recorders must be able to be preprogrammed to turn on and off automatically, must have a long lasting functionality (up to one year) when exposed to harsh weather conditions, and must be able to provide high quality recordings of wildlife over extended periods of time.

Monitoring of wildlife populations in the boreal forest and other remote areas of Canada presents many challenges. Many species of wildlife monitored by Environment and Climate Change Canada (ECCC) can be hard to detect. Effective monitoring of these species either requires having a field biologist present at the site for extended periods of time, which is costly and time consuming, or else using appropriate recording equipment. Also, many areas where ECCC is required to conduct the monitoring are remote with the potential for health and safety risks to employees during prolonged exposure. Use of ARUs can reduce health and safety risks by allowing recording for extended periods in the absence of observers, thus expanding the areas and times when monitoring can be conducted. They can also lead to improved data quality, through creating a permanent acoustic record allowing later verification of identification.

Deploying ARUs into remote areas of Canada such as on islands, in boreal forest and in the arctic often requires carrying ARUs long distances via boats, helicopters, along winter roads or on foot. As a result, the recorders must be compact, relatively light weight, and robust. The recorders must also be programmable to operate at specific times of day or night, and specific days or times of year, when human observers are not present. In some studies in very remote northern areas, recorders may be deployed in mid-winter, programmed to record at various times of day in spring and summer, and retrieved the following winter. Recorders must thus be able to sleep in a very low power state, even in extreme conditions that may be colder than -40 C, and awaken several months later when conditions are more suitable to record. After recording is complete, recorders must be retrieved and the data within them downloaded for analysis. ARUs must have good quality microphones with high signal to noise ratios to facilitate detection and identification of wildlife. Files from automated recording units must also be of a standard format to facilitate analysis using various sound analysis software packages.

QUALIFICATIONS

To meet the requirements of this contract, the supplier must be able to deliver all units that meet the following specifications:

- **DIMENSIONS:** Length (height) of less than 25 cm. Width of less than 20 cm. Depth of less than 10 cm.
- **WEIGHT:** less than 2 kg (including batteries).
- Must have two built-in microphones facing 180 degrees from each other that collectively capture sounds in a 360 degree pattern around the unit, in such a way that sounds on each side of the unit are picked up most strongly by the microphone on that side to create a stereo effect.
- Microphones must provide a signal to noise ratio of at least 75dB, with a sensitivity of at least -9 dB and a relatively flat frequency response (+/- 3 dB) from at least 100-12000Hz
- Must support at least 2 memory cards of varying capacities up to at least 64 Gb each, including all class 4 or faster SCXC or SDHC cards.
- Must offer a choice of recording formats including, as a minimum, loss-less 16-bit PCM stereo at 44.1 kHz. May also offer various other sampling frequencies or compressed formats.

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- Must have recording settings that allow programming multiple recording periods per day, with different schedules on different days, including flexibility to program in relation to time of day or time in relation to sunrise/sunset.
 - Must offer the possibility for the user to replace broken microphones without technical assistance (i.e., user will not need to send units to supplier to replace microphones).
 - Must be weather resistant, including being able to withstand heavy rain or snow and operate at temperatures ranging from at least -20°C to 50°C.
 - Must be capable of operating for an aggregate of at least 200 hours of actual recording time at 44.1 kHz on internal batteries (e.g., alkaline batteries or NiMH batteries).
 - Must enter a very low power sleep mode in between recording schedules, during which the clock and program will continue to operate, such that units can be deployed over a period of up to 12 months, while still waking up at predetermined intervals to record for a total of at least 200 hours.
 - Batteries: If the proposed recorder requires standard off-the-shelf batteries (i.e. AA, C, D cells), they must not be included with the unit when ordered. However, if the proposed recorder requires specialized batteries, they must be included with the unit when ordered.
 - Memory Cards: Proposed recorder must not include memory cards when ordered.

ANNEX B MANDATORY EVALUATION CRITERIA

Simply stating a compliancy to any criteria is insufficient. Bidders must present a proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to all evaluation criteria. Responses will be evaluated on a simple, stringent pass/fail basis. Proposals not meeting each mandatory requirement will be considered non-responsive (non-compliant) and given no further consideration.

M1	DIMENSIONS: Length (height) of less than 25 cm. Width of less than 20 cm. Depth of less than 10 cm.
M2	WEIGHT: less than 2 kg (including batteries).
M3	Must have two built-in microphones facing 180 degrees from each other that collectively capture sounds in a 360 degree pattern around the unit, in such a way that sounds on each side of the unit are picked up most strongly by the microphone on that side to create a stereo effect.
M4	Microphones must provide a signal to noise ratio of at least 75dB, with a sensitivity of at least -9 dB and a relatively flat frequency response (+/- 3 dB) from at least 100-12000Hz
M5	Must support at least 2 memory cards of varying capacities up to at least 64 Gb each, including all class 4 or faster SCXC or SDHC cards.
M6	Must offer a choice of recording formats including, as a minimum, loss-less 16-bit PCM stereo at 44.1kHz. May also offer various other sampling frequencies or compressed formats.
M7	Must have recording settings that allow programming multiple recording periods per day, with different schedules on different days, including flexibility to program in relation to time of day or time in relation to sunrise/sunset.
M8	Must offer the possibility for the user to replace broken microphones without technical assistance (i.e. user will not need to send units to supplier to replace microphones).
M9	Must be weather resistant, including being able to withstand heavy rain or snow and operate at temperatures ranging from at least -20°C to 50°C.
M10	Must be capable of operating for an aggregate of at least 200 hours of actual recording time at 44.1kHz on internal batteries (e.g., alkaline batteries or NiMH batteries).
M11	Must enter a very low power sleep mode in between recording schedules, during which the clock and program will continue to operate, such that units can be deployed over a period of up to 12 months, while still waking up at predetermined intervals to record for a total of at least 200 hours.
M12	The supplier must confirm that they are able to provide the initial requirement of 250 units, and future orders, while maintaining consistent quality-control standards.
M13	Batteries: - If standard off-the-shelf (i.e. AA, C, D cells) batteries: Proposed recorder must not include batteries. - If specialized batteries: Proposed recorder must include the required specialized batteries.
M14	Memory Cards: Proposed recorder must not include memory cards.

ANNEX C PRICING SCHEDULE

Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included. If Bidder is requesting the exchange rate fluctuation protection, a completed Claim for Exchange Rate Adjustments form (PWGSC-TPSGC 450) must be included with submitted bid.

Batteries:

1. Standard off-the-shelf (i.e. AA, C, D cells) batteries:

Ordered unit will not include batteries;

Unit price will not include cost of batteries.

2. Specialized batteries:

Ordered unit will include the required specialized batteries;

Unit price will include cost of the specialized batteries.

Memory Cards:

Ordered unit will not include memory cards;

Unit price will not include memory cards.

1. INITIAL REQUIREMENT (Requested for no later than 15 March 2019)

Proposed manufacturer: _____

Proposed Model / Brand: _____

1.1 Destination: Whitehorse, YT

Automated Recording Units	Firm quantity 100	\$ _____	\$ _____
		Unit price	Total

1.2 Destination: Yellowknife, NT

Automated Recording Units	Firm quantity 100	\$ _____	\$ _____
		Unit price	Total

1.3 Destination: Ottawa, ON

Automated Recording Units	Firm quantity 50	\$ _____	\$ _____
		Unit price	Total

2. OPTIONS (Fiscal Year 2018/2019 - Prices valid from award to 31 March 2019)

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

Proposed manufacturer: _____

Proposed Model / Brand: _____

2.1 Destination: Whitehorse, YT

Automated Recording Units	Up to Quantity 50	\$ _____	\$ _____
		Unit price	Total

2.2 Destination: Yellowknife, NT

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

2.3 Destination: Ottawa, ON

Automated Recording Units	Up to Quantity 200	\$ _____	\$ _____
		Unit price	Total

2.4 Destination: Delta, BC

Automated Recording Units	Up to Quantity 50	\$ _____	\$ _____
		Unit price	Total

2.5 Destination: Saskatoon, SK

Automated Recording Units	Up to Quantity 50	\$ _____	\$ _____
		Unit price	Total

2.6 Destination: Quebec, QC

Automated Recording Units	Up to Quantity 125	\$ _____	\$ _____
		Unit price	Total

2.7 Destination: Sackville, NB

Automated Recording Units	Up to Quantity 50	\$ _____	\$ _____
		Unit price	Total

3. OPTIONS (Fiscal Year 2019/2020 - Prices valid from 1 April 2019 to 31 March 2020)

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

Proposed manufacturer: _____

Proposed Model / Brand: _____

3.1 Destination: Whitehorse, YT

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

3.2 Destination: Yellowknife, NT

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

3.3 Destination: Ottawa, ON

Automated Recording Units	Up to Quantity 200	\$ _____	\$ _____
		Unit price	Total

3.4 Destination: Delta, BC

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

3.5 Destination: Saskatoon, SK

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

3.6 Destination: Quebec, QC

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

3.7 Destination: Sackville, NB

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4. OPTIONS (Fiscal Year 2020/2021 - Prices valid from 1 April 2020 to 31 March 2021)

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

Proposed manufacturer: _____

Proposed Model / Brand: _____

4.1 Destination: Whitehorse, YT

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4.2 Destination: Yellowknife, NT

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4.3 Destination: Ottawa, ON

Automated Recording Units	Up to Quantity 200	\$ _____	\$ _____
		Unit price	Total

4.4 Destination: Delta, BC

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4.5 Destination: Saskatoon, SK

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4.6 Destination: Quebec, QC

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

4.7 Destination: Sackville, NB

Automated Recording Units	Up to Quantity 100	\$ _____	\$ _____
		Unit price	Total

TOTAL EVALUATED BID (Sum of all line items above)	\$ _____
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Claim for Exchange Rate Adjustments

Contractor Name - Nom de l'entrepreneur			PWGSC File Number - Numéro du dossier de TPSGC			Contract Number - Numéro du contrat		Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9	
Item Number	Description	Foreign Currency Component (FCC) per Unit	Foreign Currency	Quantity	Initial Exchange Rate	Exchange Rate for Adjustments	% Change	Adjustment	
Numéro d'article		Montant en monnaie étrangère par unité (\$CAN)	Devise étrangères	Quantité	Facteur de conversion initial (i0)	Taux de change aux fins du rajustement (i1)	Variation en % (i1-i0)/i0 > 0.02 (+/-)	= FCC X Quantity X (i1 - i0)/i0 = Rajustement en monnaie étrangère X Quantité X (i1 - i0)/i0	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
								\$ 0.000	
Total Exchange Rate Adjustment Rajustement total du taux de change								\$ 0.000	

Instructions

Where:

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

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

Instructions to bidders:

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

2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.

2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.

3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e. $\text{abs}[(i_1 - i_0) / i_0] > .02$), unless otherwise stated in the contract.

Étant entendu que :

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

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

Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.

2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.

2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.

3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d. $\text{abs}[(i_1 - i_0) / i_0] > .02$), à moins d'indication contraire dans le contrat.