



**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

<b>Title - Sujet</b> LED Lighting Upgrade	
<b>Solicitation No. - N° de l'invitation</b> W8482-218544/A	<b>Date</b> 2021-04-15
<b>Client Reference No. - N° de référence du client</b> W8482-218544	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-458-79957	
<b>File No. - N° de dossier</b> hn458.W8482-218544	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-05-17</b> Heure Avancée de l'Est HAE	
<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> Lee, Carlos	<b>Buyer Id - Id de l'acheteur</b> hn458
<b>Telephone No. - N° de téléphone</b> (613) 296-6475 ( )	<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> See Herein – Voir ci-inclus	<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>	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

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

#### **2.1 Delivery Requirement**

1<sup>ST</sup> Delivery is requested to be completed by September 1, 2021.

2<sup>ND</sup> Delivery is requested to be completed by April 30, 2022

3<sup>RD</sup> Delivery is requested to be completed by June 1, 2022

4<sup>TH</sup> Delivery is requested to be completed by April 30, 2023

5<sup>TH</sup> Delivery is requested to be completed by April 30, 2024

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. 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.



## PART 2 - BIDDER INSTRUCTIONS

### 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 (2020-05-28) 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: sixty (60) days  
Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

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

### 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.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **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**

### **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 08 of the 2003 standard instructions. Bidders must 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

- 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 on USB key)  
Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)  
Section III: Certifications (1 hard copy and 1 soft copy on USB key)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media 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. Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

### **1. Equivalent Products**

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 delay, Canada may declare the bid non-responsive.

### **2. Equivalent Products - Samples**

If the Bidder offers an equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within five (5) 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.

## **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.

### **1.1 Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

## **Section III: Certifications**

### **1.2 Certifications**

Bidders must submit the certifications required under Part 5.

## **Section IV: Additional Information**

### **1.3 Additional Information**

#### **1.3.1 Delivery Offered**

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



### **1.3.2 Contractor Representatives**

Name and telephone number of the person responsible for:

#### **General enquiries**

Name:

Telephone:

Facsimile:

E-mail:

#### **Delivery follow-up**

Name:

Telephone:

Facsimile:

E-mail:



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

### **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.

### **Evaluation Criteria**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

Technical compliance to Annex A - Deliverables and Pricing Schedule;

Technical compliance to Annex C- Mandatory Certificates;

**-The bidder must present certificates that their equipment meets post-vibration and post-shock functional test**

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

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

Completion of Annex A – Deliverables and Pricing Schedule;

Completion of Annex B – Options Table;

##### **1.2.2 Pricing Basis**

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



## 2. Basis of Selection

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

The Total Evaluated Bid Price = Evaluated Bid Price of Annex A (the sum of all table totals A to E) + Evaluated Bid Price of Annex B.



## 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 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 General Environmental Criteria Certification

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

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

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

\_\_\_\_\_  
Date

**or**

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

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

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

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

\_\_\_\_\_  
Date



### 5.2.3 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](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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

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

#### 2.1 SACC Manual Clauses

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

#### 2.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire additional units, up to the maximum number of units listed in Annex B for the goods described within the Contract under the same conditions and at the prices and/or rates 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 the option within thirty six (36) months after contract award by sending a written notice to the Contractor.

Option is valid from \_\_\_\_\_ to \_\_\_\_\_ (Will be inserted at contract award)

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.



### 3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2017-08-17

## 4. Term of Contract

### 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).

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carlos Lee  
Public Services and Procurement Canada - Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate - "HN" Division  
L'Esplanade Laurier (LEL)  
140 O'Connor street, East Tower, 4<sup>th</sup> floor  
Ottawa, ON, K1A 0S5  
Telephone: (613) 296-6475  
E-mail address: [Carlos.lee@pwgsc-tpsgc.gc.ca](mailto:Carlos.lee@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 Contractor's Representative

Name and telephone number of the person responsible for:

### General Enquiries

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

### Delivery Follow-up

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

## 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 a firm unit prices, as specified in the contract. Customs duties are included and Applicable Taxes are extra.

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.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### 6.3 Multiple Payments

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

### 6.4 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance – No Specific Requirement	2016-01-28



## 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:  
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

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.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

## 7. Invoicing Instructions

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment.
- (b) One (1) copy must be forwarded to the following address  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON  
K1A 0K2  
Attention: Gregory Davidson Do Mar 7-3-2
- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Public Services and Procurement Canada - Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate - "HN" Division  
L'Esplanade Laurier (LEL)  
140 O'Connor street, East Tower, 4<sup>th</sup> floor  
Ottawa, ON, K1A 0S5  
Attention: Carlos Lee

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

### 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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) 2010A (2020-05-28) General Conditions – Goods (Medium Complexity);
- (c) Requirement;
- (d) Annex “A” – Deliverables and Pricing Schedule
- (e) Annex “B” – Options Table
- (f) Annex “D” – Claim for Exchange Rate Adjustments
- (g) Annex “E” - Federal Contractors Program for Employment Equity – Certification
- (h) the Contractor's bid dated \_\_\_\_\_

## 11. Defence Contract

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

## 12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2019-05-30



### 12.1 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 repurchase 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.

### 13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D3010C	Dangerous Goods/Hazardous Products	2016-01-28
D9002C	Incomplete Assemblies	2007-11-30

#### 13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Esquimalt, BC and Halifax, NS) Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturers Standard Pack.

### 13.3 Package Markings - Additional

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for all items

- a) specification number;
- b) manufacturer's name;
- c) batch or lot number;
- d) data required by the contract or by the commodity specification;
- e) date of manufacture;
- f) modification status;
- g) serial number ; and
- h) expiration date of shelf life.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

### 13.4 Shipping - Scheduling

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



## ANNEX “E” to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**



- ( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)





ANNEX A - Deliverables and Pricing Schedule

Table A - 1st delivery on or before 1 September 2021

Description	Glamox / Aqua Signal MANUF P/N	Quantity for Esquimalt	Unit Price	Sub Total	Quantity for Halifax	Unit Price	Sub Total	TOTAL	
								QUANTITY	
1X10W LED tray	NS0290	103			103			206	
2X10W LED tray	NS0291	599			599			1198	
2X10W LED tray with battery	NS0292	267			267			534	
2X10W LED tray with red lights	NS0293	177			177			354	
2X10W LED tray and dimmable	NS0295	15			15			30	
2X10W LED tray with battery and dimmable	NS0296	5			5			10	
Electronic Driver 20W MAX,120-277/50-60HZ, CV	991065	8			8			16	
Electronic Driver 60W MAX,120-277/50-60HZ, CV	991066	10			10			20	
Electronic Driver 60W, DIM, 120-277/50-60HZ, CV	991076	2			2			4	
Emerg LED Driver with Battery 90MIN	BSL310M2W	8			8			16	
Mounting Brackets (2pc) for LED Tray	995142	10			10			20	
Quarter Turn Fasteners (6 pack) for LED Tray	995143	10			10			20	
Diffuser	993147	1150			1150			2300	
Total									
Table A Total (Sum of A1 +A2) \$				A1 \$			A2 \$		

Table B - 2nd delivery on or before 30 Apr 2022

Description	Glamox / Aqua Signal MANUF P/N	Quantity for Esquimalt	Unit Price	Sub Total	Quantity for Halifax	Unit Price	Sub Total	TOTAL	
								QUANTITY	
1X10W LED tray	NS0290	0			103			103	
2X10W LED tray	NS0291	0			599			599	
2X10W LED tray with battery	NS0292	0			267			267	
2X10W LED tray with red lights	NS0293	0			177			177	
2X10W LED tray and dimmable	NS0295	0			15			15	
2X10W LED tray with battery and dimmable	NS0296	0			5			5	
Electronic Driver 20W MAX,120-277/50-60HZ, CV	991065	0			8			8	
Electronic Driver 60W MAX,120-277/50-60HZ, CV	991066	0			10			10	
Electronic Driver 60W, DIM, 120-277/50-60HZ, CV	991076	0			2			2	
Emerg LED Driver with Battery 90MIN	BSL310M2W	0			8			8	
Mounting Brackets (2pc) for LED Tray	995142	0			10			10	
Quarter Turn Fasteners (6 pack) for LED Tray	995143	0			10			10	
Diffuser	993147	0			1150			1150	
Total									
Table B Total (Sum of B1 +B2) \$				B1 \$			B2 \$		

Table C - 3rd delivery on or before 1 June 2022

Description	Glamox / Aqua Signal MANUF P/N	Quantity for Esquimalt	Unit Price	Sub Total	Quantity for Halifax	Unit Price	Sub Total	TOTAL QUANTITY
1X10W LED tray + housing	AN-1737028020	2			0			2
2X10W LED tray + housing	AN-1729228020	16			0			16
2X10W LED tray + housing with switch	AN-1736228020	14			0			14
2X10W LED tray + housing and battery	AN-1726228020	16			0			16
2X10W LED tray + housing and batt with switch	AN-1738228020	7			0			7
2X10W LED tray with red + housing	AN-1751528020	4			0			4
2X10W LED tray with red + housing with switch	AN-1730528020	2			0			2
2X10W LED tray dimmable + housing	AN-1727228020	0			0			0
2X10W LED tray dimmable + housing and batt	AN-1728228020	0			0			0
1X10W LED tray	NS0290	102			156			258
2X10W LED tray	NS0291	573			918			1491
2X10W LED tray with battery	NS0292	248			459			707
2X10W LED tray with red lights	NS0293	173			259			432
2X10W LED tray and dimmable	NS0295	15			30			45
2X10W LED tray with battery and dimmable	NS0296	5			10			15
Electronic Driver 20W MAX,120-277/50-60HZ, CV	991065	8			16			24
Electronic Driver 60W MAX,120-277/50-60HZ, CV	991066	10			20			30
Electronic Driver 60W, DIM, 120-277/50-60HZ, CV	991076	2			4			6
Emerg LED Driver with Battery 90MIN	BSL310M2W	8			16			24
Mounting Brackets (2pc) for LED Tray	995142	10			20			30
Quarter Turn Fasteners (6 pack) for LED Tray	995143	10			20			30
Diffuser	993147	1100			2300			3400
Total			C1 \$			C2 \$		
Table C Total (Sum of C1 +C2) \$								

Table D - 4th delivery on or before 30 April 2023

Description	Glamox / Aqua Signal MANUF P/N	Quantity for Esquimalt	Unit Price	Sub Total	Quantity for Halifax	Unit Price	Sub Total	TOTAL QUANTITY
1X10W LED tray + housing	AN-1737028020	0			50			50
2X10W LED tray + housing	AN-1729228020	0			283			283
2X10W LED tray + housing with switch	AN-1736228020	0			0			0
2X10W LED tray + housing and battery	AN-1726228020	0			77			77
2X10W LED tray + housing and batt with switch	AN-1738228020	0			0			0
2X10W LED tray with red + housing	AN-1751528020	0			93			93
2X10W LED tray with red + housing with switch	AN-1730528020	0			0			0
2X10W LED tray dimmable + housing	AN-1727228020	0			0			0
2X10W LED tray dimmable + housing and batt	AN-1728228020	0			0			0
1X10W LED tray	NS0290	103			157			260
2X10W LED tray	NS0291	599			933			1532
2X10W LED tray with battery	NS0292	267			459			726
2X10W LED tray with red lights	NS0293	177			263			440
2X10W LED tray and dimmable	NS0295	15			30			45
2X10W LED tray with battery and dimmable	NS0296	5			10			15
Electronic Driver 20W MAX,120-277/50-60HZ, CV	991065	8			16			24
Electronic Driver 60W MAX,120-277/50-60HZ, CV	991066	10			20			30
Electronic Driver 60W, DIM, 120-277/50-60HZ, CV	991076	2			4			6
Emerg LED Driver with Battery 90MIN	BSL310M2W	8			16			24
Mounting Brackets (2pc) for LED Tray	995142	10			20			30
Quarter Turn Fasteners (6 pack) for LED Tray	995143	10			20			30
Diffuser	993147	1150			1820			2970
Total			D1 \$			D2 \$		

Table D Total (Sum of D1 +D2) \$

Table E - 5th delivery on or before 30 April 2024

Description	Glamox / Aqua Signal MANUF P/N	Quantity for Esquimalt	Unit Price	Sub Total	Quantity for Halifax	Unit Price	Sub Total	TOTAL QUANTITY
1X10W LED tray	NS0290	1			1			2
2X10W LED tray	NS0291	8			8			16
2X10W LED tray with battery	NS0292	3			3			6
2X10W LED tray with red lights	NS0293	2			2			4
2X10W LED tray and dimmable	NS0295	1			1			2
2X10W LED tray with battery and dimmable	NS0296	1			1			2
Electronic Driver 20W MAX,120-277/50-60HZ, CV	991065	8			8			16
Electronic Driver 60W MAX,120-277/50-60HZ, CV	991066	10			10			20
Electronic Driver 60W , DIM, 120-277/50-60HZ, CV	991076	2			2			4
Emerg LED Driver with Battery 90MIN	BSL310M2W	8			8			16
Mounting Brackets (2pc) for LED Tray	995142	1160			1160			2320
Quarter Turn Fasteners (6 pack) for LED Tray	995143	20			20			40
Diffuser	993147	1150			1150			2300
Total			E1 \$			E2 \$		
Table E Total (Sum of E1 +E2)		\$						

Evaluated Bid Price of Annex A (Sum of all table totals (A + B + C + D + E))

\$

Please provide unit pricing for each destination when exercised in a particular year

\* The quantities listed on this table are for evaluation purposes only. The client is under no obligation to exercise any of the options during the life of the contract\*

Options can be exercised partially or in whole in any year up to the maximum quantities listed per destination throughout the life of the contract

## Annex C - MANDATORY CERTIFICATES

For the following items:

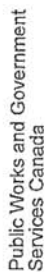
Description	Part number
2X10W LED tray with battery	NS0292
2X10W LED tray with battery and dimmable	NS0296
Emerg LED Driver with Battery 90MIN	BSL310M2W
2X10W LED tray + housing and battery	AN-1726228020
2X10W LED tray + housing and batt with switch	AN-1738228020
2X10W LED tray dimmable + housing and batt	AN-1728228020

The parts identified with batteries must demonstrate to be capable of returning to fully operational status during the post-vibration (ref A) and post-shock (ref B) functional test.

A. MIL-STD-167-1A, "Mechanical Vibrations of Shipboard Equipment (Type 1 – Environmental and Type II – Internally Excited)", Test Method Standard, Department of National Defence, dated 2 November 2005

B. CFTO D-03-003-007/SG-000, "Specification for Design and Test Criteria for Shock Resistant Equipment in Naval Ships", Canadian National Defence Specification, dated 16 August 1978

**The bidder must present certificates that their equipment meets post-vibration and post-shock functional test**



Travaux publics et Services  
gouvernementaux Canada

**Claim for Exchange Rate Adjustments**  
**Demande de rajustement du taux de change**

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			
Número 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 = montant 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				
							0.000				
							0.000				
Total Exchange Rate Adjustment Rajustement total du taux de change											

## 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.