

**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 0A1 / Noyau 0A1
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

Title - Sujet KIT ,CALIBRATION,VNA	
Solicitation No. - N° de l'invitation W8486-137043/A	Date 2012-11-15
Client Reference No. - N° de référence du client W8486-137043	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-445-61550	
File No. - N° de dossier hn445.W8486-137043	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-03	
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: Ladouceur, Joanne M.	Buyer Id - Id de l'acheteur hn445
Telephone No. - N° de téléphone (819) 956-3587 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
6B1, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	KIT ,CALIBRATION,VNA NSN: P5985-20-A0G6904 • CGCS Long Description: VECTOR NETWORK ANALYZED CALIBRATION KIT MALE N TYPE CONNECTORS DC TO 18 GHZ INCLUDES FIXED SHORT, OPEN CIRCUIT AND PRECISION FIXED TERMINATION Nato Item Description KIT ,CALIBRATION,VNA • NSCM P/N and MANUFACTURER 13047 8850Q02 Maury Microwave Inc., CA, US =====	WB941	W1941	1	KT	\$ XXXXXXXXXXXXX	See Herein	
	or equivalent =====							
	P/N offered: _____							
	NSCM Offered: _____							
	Delivery Offered: _____ Week(s) ARO							

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	ANTENNA,DIRECTIONAL NSN: P5985-20-A0G6905 • CGCS Long Description: ANTENNA, DIRECTIONAL 430-450 MHZ 11 DBI 45 DEG YAGI Nato Item Description ANTENNA,DIRECTIONAL • NSCM P/N and MANUFACTURER 5XRL7 ZDADJ430-11YG ZDA Communications US LLC, SC, US ===== or equivalent ===== P/N offered: _____ NSCM Offered: _____ Delivery Offered: _____ Week(s) ARO	WB941	W1941	10	EA	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 5995-99-096-4859 CABLE ASSEMBLY,SPECIAL PURPOSE,ELE CTRICA NSCM P/N and MANUFACTURER K0162 29326-301-01 Thales UK Limited, SW, GB ===or=== K0215 29326-301-01 Racal Communications Systems Ltd., BK, GB ===== or equivalent =====	WB941	W1941	500	EA	\$ XXXXXXXXXXXXX	See Herein	
	P/N offered: _____ NSCM Offered: _____ Delivery Offered: _____Week(s) ARO							



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 4440-99-214-2525 DESICCANT CONTAINER, DEHUMIDIFIER NSCM P/N and MANUFACTURER K8997 98881-003-20 Racal Radio Ltd., BK, GB =====	WB941	W1941	1000	EA	\$XXXXXXXXXXXX	See Herein	
	or equivalent =====							
	P/N offered: _____							
	NSCM Offered: _____							
	Delivery Offered: _____ Week(s) ARO							

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 2 to 5.

2.1 Delivery Requirement

Delivery is requested to be completed by December 17, 2012.

2.2 Delivery Offered

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

2.3 Contractor Contacts

Name and telephone number of the person responsible for :

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

3. Debriefings

After contract award, 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.

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 standard instructions and conditions 2003 (11/07/2012) are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 01, Code of Conduct and Certifications of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bidders must submit the following as part of their bid:

- a. a complete list of names of all individuals who are currently directors of the Bidder;
- b. a properly completed and signed Consent Form, for each individual named in the aforementioned list.

Insert: Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

Subsection 5 of Section 01, Code of Conduct and Certifications of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and to provide Consent Forms during the period of any contract arising from this bid solicitation.

Insert: The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

Section 8.3 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Insert: Upon request by Canada, the bidder must send within five (5) working days a written confirmation of the bid.

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	16/07/12
A9130T	Controlled Goods Program (Items 1-3)	16/05/11
B1000T	Condition of Material	30/11/07

1.2 Equivalent Products

- 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, model and/or part number of the substitute product;
 - states that the substitute product is fully interchangeable with the item specified;
 - provides complete specifications and descriptive literature for each substitute product;
 - provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- Products offered as equivalent in form, fit, function and quality will not be considered if:
 - the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2.1 Substitute Products - Samples (DND)

If the Bidder offers a substitute 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 ten (10) 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.

2. Submission of Bids

Bids must be submitted ***ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT*** by the date, time and place indicated on page 1 of the bid solicitation.

2.1 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE FOR EQUIVALENT PRODUCTS PROPOSED MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.

3. Enquiries - Bid Solicitation

All enquiries must be submitted 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

Canada requests bidders to follow the format instructions described below in the preparation of their bid.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www>).

tpsgc-pwgsc.gc.ca/ecologisation-greening/achats- procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, Quebec), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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 Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

- Technical compliance (description of items 1 to 4 from pages 2 to 5 herein);
- Bids must be submitted for all destinations per NSN;
- Acceptance of terms and conditions as mentioned in the bid solicitation;
- Completion of the proposal .

1.2 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

- Compliance with Pricing Basis;

The Bid price will be determined by processing items at pages 2 to 5 as follows:

Sum of all items total price.

1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;

Code of Conduct Certification - Consent to a Criminal Record Verification as specified herein.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1** Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 2 to 5.

2.1 SACC Manual Clauses

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

3. Standard Conditions and Clauses

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (16/07/2012) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 4 of Section 29, Code of Conduct and Certifications of 2010A General Conditions - Goods (Medium Complexity), is amended as follows:

Delete: During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.

Insert: During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 SACC Manual Clauses

SACC Reference	Section	Date
A9131C	Controlled Goods Program (Items 1-3)	16/05/11
B4060C	Controlled Goods (Items 1-3)	16/05/11
C2800C	Priority Rating	16/05/11

C2801C

Priority Rating - Canadian Contractors

16/05/11

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:

Joanne Ladouceur (M)
Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Logistics, Electrical, Fuel and Transportation Directorate
 "HN" Division
 7B3, Place du Portage, Phase III
 11 Laurier Street
 Gatineau, QC, K1A 0S5

Telephone : (819) 956-3587 Facsimile: (819) 953-4944

E-mail address: joanne.m.ladouceur@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 Contacts

Name and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at contract
 Telephone No. will be inserted at contract
 Facsimile No. will be inserted at contract
 E-mail address: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
 Telephone No. will be inserted at contract
 Facsimile No. will be inserted at contract
 E-mail address: will be inserted at contract

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the *firm unit prices* specified in the Contract (*pages 2-5*). Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Price

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

6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	12/05/08
H1000C	Single Payment	12/05/08

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

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

Department of National Defence
Commanding Officer, CFSD Montreal
P.O. Box 4000, Stn. K
Montreal, QC, H1N 3R9
Attention: Receipts.

- (b) One (1) copy must be forwarded to the following address.

Department of Public Works and Government Services
"HN" Division
7B3 Place du Portage, Phase III
11 Laurier Street
Gatineau, QC
K1A 0S5
Attention: Joanne Ladouceur (M)

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

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive

Ottawa, ON, K1A 0K2

Attention: Michael Nixon, DLP 3-3-1-1.

8. Certifications

Compliance with the certifications 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 or 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.

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 (16/07/2012) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s), if applicable*).

11. Defence Contract

SACC Manual clause A9006C (16/07/2012) Defence Contract.

12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10

12.1 NSCM Traceability

Material supplied for the items specified in this contract is subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

The Crown 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 reprourement and other costs incurred by the Crown, 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 the Crown, and the costs which, in the Crown'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	30/11/07
D2001C	Labelling	30/11/07
D2025C	Wood Packaging Materials	12/12/08
D9002C	Incomplete Assemblies	30/11/07

13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Montreal, Quebec) 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 Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) by package.

13.3 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) 25 CF Supply Depot Montreal
Montreal, Qué.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282