

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 Purchase of Spare Parts for Night V	
Solicitation No. - N° de l'invitation W8485-152452/A	Date 2014-06-10
Client Reference No. - N° de référence du client W8485-152452	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-106-24521	
File No. - N° de dossier 106qf.W8485-152452	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-30	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Mastantuono, Ricardo	Buyer Id - Id de l'acheteur 106qf
Telephone No. - N° de téléphone (819) 956-5771 ()	FAX No. - N° de FAX (819) 956-5650
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

Electronics, Simulators and Defence Systems Div.
/Division des systèmes électroniques et des systèmes de
simulation et de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
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

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Schedule 1 Pricing Tables

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirements

The requirement is detailed under Article 2 of the resulting contract clauses.

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.

4. Trade Agreements

The requirement is subject to the provisions of Agreement on Internal Trade (AIT).

5. No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2014-03-01) 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: one hundred and twenty (120) days

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 two (2) 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 the **province of 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 that bidders provide their bid in separately bound sections as follows:

Section I Financial Bid (1 Master copy and 1 hard copy)

Section II: Certifications (1 Master copy and 1 hard copy)

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

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

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

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

1.2 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.

Section I: Financial Bid

Bidders must submit their financial bid **in accordance with the Pricing Tables in Schedule 1**. The total amount of Goods and Services Tax (GST), Quebec Sales Tax (QST) or Harmonized Sales Tax (HST) must be shown separately, if applicable. 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.

Bidders shall indicate the currency being used in their proposal. **Should the currency not be indicated, it will be assumed that it is Canadian.** Please refer to Part 4, Article 1.2, of the solicitation for Canadian dollar conversion rules.

Bidders shall complete the Pricing Tables in Schedule 1 as follows:

Requirement:

- Item # 1: Bidders shall provide a **Firm Unit Price and an Extended Price, DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as applicable.

Section II: Certifications & Other Requirements

The Bidder's proposal shall include:

- (a) Page 1 of this solicitation (Request For Proposal) document must be signed and dated by an authorized representative of the Bidder in the space provided to certify that their bid complies with all the terms and conditions of the solicitation (including the resulting Contract clauses) and that they agree to perform and/or provide all of the Work identified in the Solicitation.
- (b) All clauses or sections with a fill-in blank or which are to be signed, are to be completed and returned as part of the proposal.
- (c) Bidders must submit the Certifications required under Part 5.

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.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, **DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as applicable.

For evaluation purposes, Canada shall convert bids made in foreign (non-Canadian) currency using the noon rate posted by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the bid closing date.

2. Basis of Selection - Multiple Items

To be declared responsive, a bid must comply with the requirements of the bid solicitation. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a Contract.

3. Security Requirement

There is no security requirement associated with the requirement.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website. 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.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

2. Additional 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 Canadian Content

2.1.1 Definition

1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:

- A. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - B. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

6. Other Canadian goods and services:
- A. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
 - I. MERIT Partner under the MERIT Partnership Program
(administered by Industry Canada [IC] and Public Works and
Government Services Canada [PWGSC]);
 - II. Companies which, on March 31, 1992, were allocated to Priority
Group 1 under the Priority Groups Policy in effect at that time; or
 - III. CIRCLE Canada companies as agreed on by IC and PWGSC.
 - B. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

2.1.2 Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

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() the good(s) offered are Canadian goods as defined in paragraph 2.1.1.1 above.

Signature of Bidder's Authorized Representative

Name of Bidder's Authorized Representative

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed at Schedule 1, Pricing Tables.

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 (<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 (2014-03-01), General Conditions - Goods (Medium Complexity) , apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

4.1.1 Item # 1 - Requirement

All the deliverables must be received on or before 31 March 2015.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ricardo Mastantuono

Supply Team Leader

PWGSC - Acquisitions Branch

Electronics, Munitions and Tactical

Systems Procurement Directorate

Portage III 8C2 - 11 Laurier Street

Tel.: 819-956-5771

Facs.: 819-956-5650

E-mail: Ricardo.Mastantuono@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 Project Authority

The Project Authority for the Contract is:

*** TBA ***

The Project Authority 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 Project Authority, however the Project 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 Requisition Authority

The Requisition Authority for the Contract is:

*** TBA ***

The Requisition Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisition Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisition Authority however the Requisition Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative *(To be filled in by bidder in bid submission)*

Name and contact information of the person(s) responsible for the following:

General Inquiries:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Delivery Inquiries:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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 **Firm Unit Prices**, as specified in Schedule 1, Price Tables, for a cost of **\$ TBD (to be inserted at Contract Award), DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as 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 Method of Payment

6.3.1 Multiple Payments (Requirement)

Canada will pay the Contractor **upon completion and delivery of units** in accordance with the payment provisions of the Contract if:

- A. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all such documents have been verified by Canada; and
- C. the Work delivered has been accepted by Canada.

6.4 Taxes - Foreign-based Contractor

For all Foreign (non-Canadian) Bidders:

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.5 Duties and Taxes - Foreign-based Contractor - State of California

For US Bidders located in the State of California:

The Contractor must inform the Contracting Authority of all customs duties and of all sales, consumption, use, excise, personal property or any other taxes the Contractor proposes to pay or not to pay. The Contractor must carry out any instructions the Contracting Authority may give in respect of payment or non-payment of these taxes.

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.
 - 1.1 Each invoice must be supported by:
 - A. Copy of the release document, if any, and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
 - A. The original and one (1) copy must be forwarded to the Requisition Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
 - B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - C. one (1) copy must be forwarded to the consignee.

8. Delivery, Quality, Inspection and Acceptance

8.1 Preparation for Delivery

The Contractor must prepare item 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.

8.2 Shipping Instructions - Delivery at Destination

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

- A. **Delivered Duty Paid (DDP - 25 DAFC / Magasin, C.P. 4000 Succ K, Montreal, QC., H1N 3R9, Canada, Attention: 25 CFSD Montreal Depot) Incoterms 2010** for shipments from a commercial contractor.

8.3 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Project Authority, or the Quality Assurance Authority.

8.3.1 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

8.4 Wood Packaging Materials

All wood packaging materials used in international shipping must conform to the *Guidelines for Regulating Wood Packaging Material in International Trade - ISPM 15 (International Standards for Phytosanitary Measures)*

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

8.5 Palletization

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
 - A. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - B. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
 - C. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

8.6 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

8.7 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited

to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

9. Certifications

9.1 Compliance

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.

10. Applicable Laws

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

11. 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) these Articles of Agreement, including Schedule 1, Pricing Tables; and
- (b) **2010A (2014-03-01), General Conditions - Goods (Medium Complexity)**.

12. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

13. Priority Rating

13.1 Canadian-based Contractors

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:
 - A. make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: ACQB Defence Priorities - DGA Priorités dedéfense ; or by facsimile: 819-956-1459; and
 - B. include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

13.2 US-based Contractors

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, must advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

14. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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Client Ref. No. - N° de réf. du client

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Schedule 1 - Pricing Tables

Should a discrepancy exist between the Firm Unit Prices and Extended Prices, **the Firm Unit Pricing shall govern.**

1. Requirement [2014/15 Purchase of Spare Parts]

R. #	NATO Stock Number	Part Number	Item	Qty	Firm Unit Price	Extended Price
1	3040-01-442-6410	5009563	Shaft, Shouldered	30		
2	4810-01-549-7417	268551	Valve, Regulating, Fluid Pressure	6		
3	5120-01-247-4207	271788	Holder, Screwdriver Bit	8		
4	5120-01-445-8458	269864	Wrench, Torque	6		
5	5120-01-496-	271115	Wrench Assembly,	6		

	2333		Tub			
6	5120-01-496-2330	271118	Adapter, Torque Wrench	10		
7	5855-01-330-1215	5002535	Slide Plate Bottom	20		
8	5855-01-440-1765	268465	Battery Compartment, Viewer Infrared	200		
9	5855-01-504-3643	273254	Lens Assembly, Focusing	20		
10	5855-01-527-5700	271073-2	Mount, Viewer	20		
11	5855-01-582-6154	264806-1	Bracket Vertical AS	40		
12	5999-01-259-6509	5002586	Cap, Electrical	20		
13	5999-01-454-0048	264788	Battery Cap Assembly	40		
14	8040-01-440-5474	7387	Hardener, Adhesive	16		
15	8120-01-452-2498	269390-1	Valve, Cylinder, Gas	10		
16	8315-01-452-7820	268442-2	Fastener Tape, Hook	50		
17	8415-01-258-2945	5002585	Knob, Fore Adjustment	20		
18	5855-01-442-6412	264354-1	Housing, Image Intensifier, Night Vision	20		
19	5855-01-268-6468	5002596	Housing, Knob	50		
20	6150-01-593-3325	268464-1	Wiring Harness	20		
21	5340-01-548-6590	ANV-20/20-005	Cover, Protective, Dust and Moisture Seal	6		
22	8315-01-455-4149	A3260916	Fastener Tape, Hook	100		
23	5855-01-330-1214	5002534	Slide Plate, Top	20		

2. Currency

Firm Unit prices and Extended Price are expressed in the following currency: _____.

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