



**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

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

Title - Sujet BORE MAPPING EQUIPMENT	
Solicitation No. - N° de l'invitation W8482-168151/A	Date 2015-12-15
Client Reference No. - N° de référence du client W8482-168151	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-108-25570	
File No. - N° de dossier 108qf.W8482-168151	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-25	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: Martyn, Melanie	Buyer Id - Id de l'acheteur 108qf
Telephone No. - N° de téléphone (819) 956-0180 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-1	See herein	I-1	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
1	NSN - NNO: 4933-20-009-2658 RING, CALIBRATION SPECIAL FEATURES: USED WITH 20MM BARRELS NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: LP-CR-20-MM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 4933-20-009-2658 RING, CALIBRATION SPECIAL FEATURES: USED WITH 20MM BARRELS NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: LP-CR-20-MM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
3	NSN - NNO: 4933-20-009-2660 SENSOR, OPTICAL PROFILING END ITEM IDENTIFICATION: BARREL PROFILING SYSTEM NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SCAN-20-MM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	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
4	NSN - NNO: 4933-20-009-2660 SENSOR, OPTICAL PROFILING END ITEM IDENTIFICATION: BARREL PROFILING SYSTEM NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SCAN-20-MM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
5	NSN - NNO: 4933-20-009-2663 STAND, MAINTENANCE, MACHINE GUN SPECIAL FEATURES: BARREL STAND FOR BARRELS 20MM THRU 40MM NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SUP-MD-CAL	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
6	NSN - NNO: 4933-20-009-2663 STAND, MAINTENANCE, MACHINE GUN SPECIAL FEATURES: BARREL STAND FOR BARRELS 20MM THRU 40MM NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SUP-MD-CAL	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	



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7	NSN - NNO: 4933-20-009-2664 TEST SET, GUN TUBE SPECIAL FEATURES: LP-5000 DATA ACQUISITION INSTRUMENT WITH LASERVIEWER INSPECTION SOFTWARE INSTALLED NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: PDAS-F-2-L2	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
8	NSN - NNO: 4933-20-009-2664 TEST SET, GUN TUBE SPECIAL FEATURES: LP-5000 DATA ACQUISITION INSTRUMENT WITH LASERVIEWER INSPECTION SOFTWARE INSTALLED NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: PDAS-F-2-L2	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	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
9	NSN - NNO: 4933-20-009-2842 STAND, BARREL MAINTENANCE PART NAME ASSIGNED BY CONTROLLING AGENCY: RIGID SENSOR DELIVERY UNIT NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SDU-20-40	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
10	NSN - NNO: 4933-20-009-2842 STAND, BARREL MAINTENANCE PART NAME ASSIGNED BY CONTROLLING AGENCY: RIGID SENSOR DELIVERY UNIT NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: SDU-20-40	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	
11	NSN - NNO: 5210-20-009-2656 GUIDE, GAGE, CANNON BORE EROSION SPECIAL FEATURES: USED ON 20MM BARRELS NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: GTA-20-CM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
12	NSN - NNO: 5210-20-009-2656 GUIDE, GAGE, CANNON BORE EROSION SPECIAL FEATURES: USED ON 20MM BARRELS NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: GTA-20-CM	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	
13	NSN - NNO: 6150-20-009-2661 CABLE ASSEMBLY, SPECIAL PURPOSE, E LECTRICAL OVERALL LENGTH: 5.0 METERS PART NAME ASSIGNED BY CONTROLLING AGENCY: CABLE SENSOR EXTENSION NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: C-LP-EXT-5	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
14	NSN - NNO: 6150-20-009-2661 CABLE ASSEMBLY, SPECIAL PURPOSE, ELECTRICAL OVERALL LENGTH: 5.0 METERS PART NAME ASSIGNED BY CONTROLLING AGENCY: CABLE SENSOR EXTENSION NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: C-LP-EXT-5	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	
15	NSN - NNO: 6150-20-009-2662 CABLE ASSEMBLY, SPECIAL PURPOSE, ELECTRICAL OVERALL LENGTH: 4.0 METERS PART NAME ASSIGNED BY CONTROLLING AGENCY: CABLE MOTOR CONTROL NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: C-MC-4	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
16	NSN - NNO: 6150-20-009-2662 CABLE ASSEMBLY, SPECIAL PURPOSE, E LECTRICAL OVERALL LENGTH: 4.0 METERS PART NAME ASSIGNED BY CONTROLLING AGENCY: CABLE MOTOR CONTROL NSCM/CAGE - COF/CAGE: L1814 Part No. - N° de la partie: C-MC-4	D - 1	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	

**For the provision of
Bore Mapping Equipment**

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this procurement.

2. Requirement

In accordance with the 'Line Item Detail' page of this document, the Department of National Defence has a requirement for the provision of various Bore Mapping Equipment to be delivered to various locations across Canada.

3. Trade Agreements

This requirement is subject to the North American Free Trade Agreement, Canada-Chili Free Trade Agreement, Canada-Peru Free Trade Agreement, World Trade Organization – Agreement on Government Procurement and the Agreement on Internal Trade (AIT).

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders shall make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Controlled Goods Program- Bid

For items 00003, 00004, 00007 and 00008 only:

1. As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
 - b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for

registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

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.

By submitting a bid, Bidder agrees 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its 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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be

distributed to all Bidders may not be answered by Canada.

4. 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.

5. Equivalent Product

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:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Bidders must submit firm prices for all items listed in the "Line Item Detail" page of this document.

2. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedure

1.1 Evaluation of Price – Canadian/Foreign Bidders

1. The price of the bid will be evaluated as follows:

Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidder must provide the required certifications and associated information to be awarded a contract.

The certifications provided by the Bidder to Canada is 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 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 constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

1.2 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with this procurement.

2. Requirement

In accordance with the 'Line Item Detail' page of this document, the Department of National Defence has a requirement for the provision of various Bore Mapping Equipment to be delivered to various locations across Canada.

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* issued by Public Works and Government Services Canada. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

3.1 General Conditions

2010A (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

While delivery is requested by February 29th 2016, the best delivery that could be offered is:

_____.

4.2 Accelerated Delivery

Every effort will be made to improve delivery without any additional cost to Her Majesty.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Melanie Martyn
Public Services and Procurement Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate
Place du Portage, Phase III, 8C2

11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-956-0180
Facsimile: 819-956-5650
E-mail: melanie.martyn@tpsgc-pwgsc.gc.ca

The **Contracting Authority (CA)** 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 Procurement Authority

The Procurement Authority for the Contract is:

TBD

The **Procurement Authority (PA)** is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for DND procurement, supply, financial management and logistic support for the Contract. The PA monitors all expenditures to ensure proper and consistent cash flow. Any proposed changes to the Scope of the Work may be discussed with the PA, but any resulting change can only be confirmed by a Contract amendment issued by the CA.

5.3 Technical Authority

The Technical Authority for the Contract is:

TBD

The **Technical Authority (TA)** 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.

5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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 the Line Item Detail page of this document. Customs duties are excluded 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 Taxes - Foreign Based Contractor

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.

6.3 Multiple Payments

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;
- c. the Work delivered has been accepted by Canada.

6.4 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfil 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.

6.5 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.

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 addresses for certification and payment:

Item 00001

Qty one (1) Calibration Ring:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00002

Qty one (1) Calibration Ring:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00003

Qty one (1) Optical Profiling Sensor:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00004

Qty one (1) Optical Profiling Sensor:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00005

Qty one (1) Machine Gun
Maintenance Stand:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00006

Qty one (1) Machine Gun
Maintenance Stand:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00007

Qty one (1) Gun Tube Test Set:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00008

Qty one (1) Gun Tube Test Set:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00009

Qty one (1) Barrel Maintenance
Stand:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00010

Qty one (1) Barrel Maintenance
Stand:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00011

Qty one (1) Cannon Bore Erosion
Gage Guide:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00012

Qty one (1) Cannon Bore Erosion
Gage Guide:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00013

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00014

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

Item 00015

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
PO Box 17000 Stn Forces
Victoria, BC
V9A 7N2

Item 00016

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Acct. Payable Section
Bldg S90 Rm 334
PO Box 99,000 Stn Forces
Halifax, NS
B3K 5X5

- b. One (1) copy of each invoice must be forwarded to the following address:

Department of National Defence
NDHQ
DGAEPM
101 Colonel By Drive
Ottawa, Ontario
K1A0K2

Attn: D Mar P 4-3-5-6

- c. One (1) copy of each invoice must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing co-operation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

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 wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2003 (03-07-2015);
- (c) the general conditions 2010A (03-09-2015);
- (f) the Contractor's bid dated _____.

11. 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.

12. Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

13. 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.

14. Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the *Access to Information Act* and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

15. Priority Rating

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.

Or

Priority Rating - 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: DGAPrioritesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca ; 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.

16. Controlled Goods

For items 00003, 00004, 00007 and 00008 only:

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

16.1 Controlled Goods Program - Contract

For items 00003, 00004, 00007 and 00008 only:

1. As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#).
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP. Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

17. Delivery, Inspection and Acceptance

17.1 Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified below:

Incoterms 2010 "DDP Delivered Duty Paid"

Item 00001

Qty one (1) Calibration Ring:

Department of National Defence
Base Logistic Officer
CFB Esquimalt
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00002

Qty one (1) Calibration Ring:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

Item 00003

Qty one (1) Optical Profiling Sensor:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood

Item 00004

Qty one (1) Optical Profiling Sensor:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13

Victoria, BC
V9A 7N2

Halifax, NS
B3K 5X5

Item 00005

Qty one (1) Machine Gun
Maintenance Stand:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00006

Qty one (1) Machine Gun
Maintenance Stand:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

Item 00007

Qty one (1) Gun Tube Test Set:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00008

Qty one (1) Gun Tube Test Set:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

Item 00009

Qty one (1) Barrel Maintenance
Stand:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00010

Qty one (1) Barrel Maintenance
Stand:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

Item 00011

Qty one (1) Cannon Bore Erosion
Gage Guide:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00012

Qty one (1) Cannon Bore Erosion
Gage Guide:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

Item 00013

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood

Item 00014

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13

Victoria, BC
V9A 7N2

Halifax, NS
B3K 5X5

Item 00015

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
CFB Esquimalt
Base Commander
Bldg 66 Colwood
Victoria, BC
V9A 7N2

Item 00016

Qty one (1) Electrical Special
Purpose Cable Assembly:

Department of National Defence
Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5

17.2 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)

For items 00001-00012

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2008 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software"*.

17.3 Release Documents (Department of National Defence) - Canadian-based Contractor

For items 00001-00012

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form *CF 1280*, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms *DND 2227/DND 2228* in lieu of DND form *CF 1280*.

Or

Release Documents (Department of National Defence) - United States-based Contractor

For items 00001-00012

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

Or

Release Documents (Department of National Defence) - Foreign-based Contractor

For items 00001-00012

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

17.4 Release Documents – Distribution
For items 00001-00012

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: D Mar P 4-3-5-6
- e. One (1) copy to the Quality Assurance Representative;

- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.*

17.5 Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

For items 00001-00012

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

- Atlantic - Halifax 902-427-7224 or 902-427-7150
- Quebec - Montreal 514-732-4410 or 514-732-4477
- Quebec - Quebec City 418-694-5998, ext. 5996
- National Capital Region - Ottawa 819-939-0168
- Ontario - Toronto 416-635-4404, ext. 6081 or 2754
- Ontario - London 519-964-5757
- Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
- Alberta - Calgary 403-410-2320, ext. 3830
- Alberta - Edmonton 780-973-4011, ext. 2276
- British Columbia - Vancouver 604-225-2520, ext. 2460
- British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

Or

Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

For items 00001-00012

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

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 requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

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

For items 00013-00016

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 Technical Authority, or the Quality Assurance Authority.

17.7 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.

17.8 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.

17.9 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)

17.10 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each package for positive identification purposes.

17.11 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

17.12 Incomplete Assemblies

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

17.13 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.