



**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

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

Title - Sujet PC-12 Pilatus Aircraft Parts		
Solicitation No. - N° de l'invitation M7594-164704/B		Date 2016-02-18
Client Reference No. - N° de référence du client M7594-164704		
GETS Reference No. - N° de référence de SEAG PW-\$CAG-006-25681		
File No. - N° de dossier 006cag.M7594-164704	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-29		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Cormier, Manon		Buyer Id - Id de l'acheteur 006cag
Telephone No. - N° de téléphone (819) 956-0512 ()		FAX No. - N° de FAX (819) 997-0437
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 2016-03-31	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
M7594	RCMP Air Services 2000 Research Road Ottawa Hangar OTTAWA Ontario K1V 9B4 Canada	M7594	RCMP Air Services 1200 Vanier Parkway Ottawa Ontario K1A 0R2
M7594	RCMP Air Services 2000 Research Road Ottawa Hangar OTTAWA Ontario K1V 9B4 Canada	M7594	RCMP Air Services 1200 Vanier Parkway OTTAWA Ontario K1A 0R2 Canada



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	21022281 - Servo (KSA2700) No consideration will be given to bid with a delivery date after March 31, 2016. Aucune considération sera accordée aux soumissions avec une date de livraison après le 31 Mars 2016. Part No. - N° de la partie: 065-190-0101	M7594	M7594	1	Each	\$	\$	2016-03-31	
4	21026496 - Advance Graphics Module No consideration will be given to bid with a delivery date after March 31, 2016. Aucune considération sera accordée aux soumissions avec une date de livraison après le 31 Mars 2016. Part No. - N° de la partie: 7036410-1904	M7594	M7594	1	Each	\$	\$	2016-03-31	



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
5	21028820 - MAU NETWORK I/F CONTROL LER SEE NOTES No consideration will be given to bid with a delivery date after March 31, 2016. Aucune considération sera accordée aux soumissions avec une date de livraison après le 31 Mars 2016. Part No. - N° de la partie: 7038231-1801	M7594	M7594	1	Each	\$	\$		2016-03-31	



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
6	21028236 - CSIO Module No consideration will be given to bid with a delivery date after March 31, 2016. Aucune considération sera accordée aux soumissions avec une date de livraison après le 31 Mars 2016. Part No. - N° de la partie: 7036333-1906	M7594	M7594	1	Each	\$	\$		2016-03-31	

This bid solicitation cancels and supersedes previous bid solicitation number M7594-164704/A dated January 22, 2016 with a closing of February 9, 2016 at 02:00 PM (EST).
A debriefing session will be provided upon request to bidders who bid on the previous solicitation.

Items 2, 4, 5 and 6 are re tender with revised mandatory requirements.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this requirement.

1.2 Requirement

1.2.1 The requirement is detailed under the "Line Item Details".

1.2.2 Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

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

2.4 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

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

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3.1 Technical Bid

3.1.1 Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement to provide with each item, supplied under the resulting Contract, a Certificate of Conformance, or certified true copies as specified herein:

1. Parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:

- a) Positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
- b) Either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following: *"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations."*
- c) Identification of both the authorized signatory and the organization.

2. Parts which have an application to a civilian type certified aircraft must be supplied with a Certificate of Conformance, namely:

- a) Form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
- b) FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
- c) Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
- d) European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- e) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

Positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;

Either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following: *"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations"*.

- f) Identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.
(A0300T, 21/03/13)

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3.1.2 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.

(B4024T, 15/08/06)

3.2 Financial Bid

3.2.1 Bidders must submit their financial bid on the line items details pages and in accordance with the Basis of Payment. The total amount of applicable Taxes must be shown separately.

3.2.2 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.

(C3011T, 11/06/2011)

3.3 Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

4.1 Evaluation

4.1.1 Mandatory Technical Criteria

The Bidders must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately:

- i. Material Condition must be New as described in Part 6;
- ii. No substitute; and
- iii. Delivery of each item must be made on or before March 31, 2016. No consideration will be given to bid with a delivery date after March 31, 2016.

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

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

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.

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.

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. (A0222T, 2014/06/26)

4.2 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, item by item, will be recommended for award of a contract. More than one (1) contract can be awarded based on the results of the financial evaluation. (A0031T, 2010/08/16)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

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.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

6.2.1 The Contractor must provide the item(s) detailed under the "Line Item Details" and as detailed herein.

6.2.2 Condition of Material - Contract

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.

(B1006C, 2014/06/26)

6.2.3 New Materiel Condition is defined as follows:

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a) the owner of the design or manufacturing rights to the items; or,
- b) the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c) distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d) maintenance organizations approved/accredited by TC or repair stations certified by the Federal Aviation Administration (FAA).

6.2.4 Civil Aircraft Inspection (Quality Assurance Code J)

The Contractor must inspect the Work described in the Contract in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and/or the Canadian Department of Transport (DOT) civil aircraft regulations. The Work is subject to verification by the Department of National Defence at destination. Proof of inspection must accompany each shipment.

The material must be released for shipment to the consignee(s) using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) must be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations.

(D5580C, (2007/11/30)

6.2.5 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: OEM Certificate of Conformance and Packing Slip.

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6.2.6 Shipping Instructions – Delivery at Origin

Goods must be consigned to the destination specified in the Contract and delivered FCA Free Carrier Contractor's facility _____ Incoterms 2000 for shipments from a commercial contractor.
(D4000C, 2008/05/12)

OR

6.2.6 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Royal Canadian Mounted Police (RCMP), 2000 Research Road, Ottawa, ON Incoterms 2000 for shipments from a commercial contractor.
(D4001C, 2008/12/12)

6.2.7 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.
(D9002C, 30/11/07)

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Manon Cormier, Supply Specialist
Organization:	Public Services and Procurement Canada Acquisition Branch, Defense and Major Project Sector Civilian Aircraft Division (CAG)
Address:	Place du Portage, Phase III, 8C1, 11 Laurier Gatineau QC K1A 0S5
Tel:	(819) 956-0512
Fax:	(819) 997-0437
E-mail address:	manon.cormier@tpsgc-pwgsc.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.

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6.4.2 Project Authority

The Project Authority for the Contract is:

Name:	Diane Palarchio
Title:	Procurement and Contracting Officer
Organization:	RCMP Air Services
Address:	73 Leikin Drive, M1, 4 th Floor, 901-89, Ottawa, ON K1A 0R2
E-mail address:	Diane.palarchio@rcmp.gc.ca

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.

6.4.3 Contractor's Representative

Delivery Follow-up		General Inquiries	
Name:		Name:	
Title:		Title:	
Telephone no:		Telephone no:	
Facsimile no:		Facsimile no:	
E-mail address:		E-mail address:	

6.5 Payment

6.5.1 Basis of Payment – DDP – Delivery Duty Paid

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follow:

Price: Firm Unit Price as specified in "Line Item Details"
GST/HST: Extra, if applicable
DDP: Destination Royal Canadian Mounted Police (RCMP), 2000 Research Road, Ottawa, ON

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.

OR

6.5.1 Basis of Payment – FCA – Free Carrier Contractor's Plant

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follow:

Price: Firm Unit Price as specified in "Line Item Details"
GST/HST: Extra, if applicable
DUTY: Extra, if applicable and payable by the consignee
FCA: Contractor's Plant Facility _____

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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.

6.5.2 Method of Payment - 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.

(H1001C, 2008/05/12)

6.5.3 Invoicing Instructions

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the consignee for certification and payment; and
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation 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.

6.7 Applicable Laws

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

6.8 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;
- (c) the Contractor's bid dated _____

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6.9 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.
(G1005C, 2008/05/12)