

**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**

<b>Title - Sujet</b> CABLE 4 & 10 CONDUIT	
<b>Solicitation No. - N° de l'invitation</b> 31184-120279/A	<b>Date</b> 2012-10-19
<b>Client Reference No. - N° de référence du client</b> 31184-120279	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-330-61412	
<b>File No. - N° de dossier</b> hn330.31184-120279	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-11-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> St-Jacques, Nicole	<b>Buyer Id - Id de l'acheteur</b> hn330
<b>Telephone No. - N° de téléphone</b> (819) 956-8305 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
6B1, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	NATIONAL RESEARCH COUNCIL CANADA CENTRE FOR SURFACE TRANSPORTATION TECHNOLOGY BLDG-U89, 2320 LESTER RD, UPLANDS OTTAWA K1V 1S2 CANADA	31184	NATIONAL RESEARCH COUNCIL CANADA BLDG M-22 MONTREAL RD OTTAWA Ontario K1A0R6 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
1	EPD CABLE, 4 CONDUIT EPD CABLE, 4 CONDUIT DOUBLE OVERALL SHIELD • P/N: EPD-DND-22861 • TYCO ELECTRONICS CANADA ULC 1868 DES SOURCES POINTE-CLAIRE, QC, CANADA	D - 1	31184	2000	FT	\$	XXXXXXXXXXXX	See Herein	
2	EPD CABLE, 10 CONDUIT EPD CABLE, 10 CONDUIT MULTI-CORE, DOUBLE OVERALL SHIELD • P/N: EPD-DND-22844 • TYCO ELECTRONICS CANADA ULC 1868 DES SOURCES POINTE-CLAIRE, QC, CANADA	D - 1	31184	2000	FT	\$	XXXXXXXXXXXX	See Herein	

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**PART 1 - GENERAL INFORMATION**

**1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Requirement**

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at page 3.

**2.1 Delivery Requirement**

Delivery is requested to be completed by **February 28th, 2013**.

**2.2 Delivery Offered**

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

**2.3 Contractor Representatives**

Name and telephone number of the person responsible for :

**General enquiries**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**PART 2 - BIDDER INSTRUCTIONS**

**1. Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Solicitation No. - N° de l'invitation  
31184-120279/A

Amd. No. - N° de la modif.  
31184-120279

Buyer ID - Id de l'acheteur  
hn330

Client Ref. No. - N° de réf. du client  
31184-120279

File No. - N° du dossier  
hn33031184-120279

CCC No./N° CCC - FMS No/ N° VME

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

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

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

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

**Subsection 5.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) calendar days

**Section 8** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

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

### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9130T	Controlled Goods Program	2011-05-16
B1000T	Condition of Material	2007-11-30

### 1.2 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (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.

### 1.3 Technical Documentation

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

### 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 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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**PART 3 - BID PREPARATION INSTRUCTIONS****1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 copies)  
Section II: Financial Bid (1 copy)  
Section III: Certifications (1 copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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: Technical Bid (2 copies)**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid (1 copy)**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**1.1. Exchange Rate Fluctuation**

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

**1.2 Pricing Basis**

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

**Section III: Certifications (1 copy)**

Bidders must submit the certifications required under Part 5.

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**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**Evaluation Criteria**

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

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

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

Code of Conduct Certifications - Consent to a Criminal Record Verification as specified in Part 5;  
Technical compliance (description of items 1 to 2 at page 3);  
Acceptance of terms and conditions as mentioned in the bid solicitation;  
Completion of the proposal.

**1.2 Financial Evaluation**

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

Compliance with Pricing Basis;

The Bid price will be determined by processing items 1 to 2 at page 3 as follows:

- a. Sum of all items total price (unit price x qty.);

**1.3 Conditions/Certifications Precedent to Contract**

Federal Contractors Program as specified in Part 5.

**2. Basis of Selection**

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

**PART 5 - CERTIFICATIONS**

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

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

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

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

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

## 2. Certifications Precedent to Contract Award

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

### 2.1 Federal Contractors Program - Certification

#### **Federal Contractors Program - over \$25,000 and below \$200,000**

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

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

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

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

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**Signature**

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**Date**

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at page 3.

#### **2.1 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
B1501C	Electrical Equipment	2006-06-16

##### **2.1.1 Quantity - Minimum/Maximum (For bulk cables)**

A minimum delivery of 90 percent or a maximum delivery of 110 percent of the total quantity is acceptable to satisfy this requirement.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

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

#### **3.1 General Conditions**

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

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

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

#### **3.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9131C	Controlled Goods Program	2008-12-12
B4060C	Controlled Goods	2008-05-12

### **4. Term of Contract**

#### **4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nicole St-Jacques  
 Contracting Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Logistics, Electrical, Fuel and Transportation Directorate  
 "HN" Division  
 7B3, Place du Portage, Phase III  
 11 Laurier Street  
 Gatineau, QC, K1A 0S5  
 Telephone: 819-956-8305  
 E-mail address: Nicole.St-Jacques@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:

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

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 Contractor's Representative

Name and telephone number of the person responsible for:

#### General Enquiries

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

#### Delivery Follow-up

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

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in the contract for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

## 7. Invoicing Instructions

1. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 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.

**Department of Public Works and Government Services**

"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5

Attention: Nicole St-Jacques

## 8. Certifications

**8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

**10. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ .

**11. NATO Commercial and Government Entity Code (NCAGE) Traceability**

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

Canada may either:

- (a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

**12. SACC Manual Clauses (Delivery)**

SACC Reference	Section	Date
D9002C	Incomplete Assemblies	2007-11-30

**12.1 Shipping Instructions - Delivery at Destination**

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

- (a) Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.