

**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> FLIGHTLINE KNEE PADS	
<b>Solicitation No. - N° de l'invitation</b> W8486-151167/A	<b>Date</b> 2014-05-16
<b>Client Reference No. - N° de référence du client</b> W8486-151167	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-333-65132	
<b>File No. - N° de dossier</b> hn333.W8486-151167	<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 2014-06-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Chow, Mejuine	<b>Buyer Id - Id de l'acheteur</b> hn333
<b>Telephone No. - N° de téléphone</b> (819) 956-6283 ( )	<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  
7B3, 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
W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT RECEIPTS AND ISSUES SECTION EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K 25 DAFC / MAGASIN MONTREAL Quebec H1N3R9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination  Plant/Usine	Unit Price/Prix unitaire FOB/FAM	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 4240-20-007-5203 PADS, KNEE, INDUSTRIAL BASIC MATERIAL>PLASTIC MOLDED WITH FOAM, GEL SUPPORT ATTACHMENT METHOD>TWO ADJUSTABLE WEB STRAPS WITH HOOK AND LOOP FASTENER SPECIAL FEATURES>ONE SIZE FITS ALL, WHITE AND BLACK PART NAME ASSIGNED BY CONTROLLING AGENCY>STITCHED, PLASTIC CAP SWIVEL KNEEPADS • Supplier: Kuny's Leather MFG Ltd, 5901 44A St., Leduc, AB, Canada • • Or Equivalent: Part# offered: _____ • NSCM offered: _____ • Delivery offered: _____ NSCM/CAGE - COF/CAGE: L05S0 Part No. - N° de la partie: KP 295	WB941	W1941	200	PR	\$  			



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	NSN - NNO: 4240-20-007-5203 PADS, KNEE, INDUSTRIAL BASIC MATERIAL>PLASTIC MOLDED WITH FOAM, GEL SUPPORT ATTACHMENT METHOD>TWO ADJUSTABLE WEB STRAPS WITH HOOK AND LOOP FASTENER SPECIAL FEATURES>ONE SIZE FITS ALL, WHITE AND BLACK PART NAME ASSIGNED BY CONTROLLING AGENCY>STITCHED, PLASTIC CAP SWIVEL KNEEPADS • Supplier: Kuny's Leather MFG Ltd, 5901 44A St., Leduc, AB, Canada • • Or Equivalent: Part# offered: _____ • NSCM offered: _____ • Delivery offered: _____ NSCM/CAGE - COF/CAGE: L05S0 Part No. - N° de la partie: KP 295	WB941 W2481 Total	W1941 W2481	0 200 200	PR PR PR	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	

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Line Item Detail - Détails de l'article



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: 4240-20-007-4879 PADS, KNEE, INDUSTRIAL BASIC MATERIAL>EV50 FOAM, KYDEX PLASTIC ATTACHMENT METHOD>TWO ADJUSTABLE ELASTIC STRAPS WITH BUCKLES SPECIAL FEATURES>HARDSHELL KNEE CAPS, LIGHTWEIGHT AND ANATOMICAL, THESE KNEE CAPS FEATURE T-LOCK QUICK RELEASE TRI-GLIDE BUCKLE, ONE SIZE FITS ALL, SELECT COLOUR PART NAME ASSIGNED BY CONTROLLING AGENCY>KNEE CAPS • Supplier: Arcteryx Equipment Inc., 100-2155 Dollarton Hwy, North Vancouver, BC, Canada • • Or Equivalent: Part# offered: _____ • NSCM offered: _____ • Delivery offered: _____ NSCM/CAGE - COF/CAGE: L1628 Part No. - N° de la partie: 9467	WB941 W2481 Total	W1941 W2481	0 100 100	PR PR PR	\$ \$ \$	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	See Herein 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
5	NSN - NNO: 4240-20-007-5011 PADS, KNEE, INDUSTRIAL BASIC MATERIAL>BLACK MESH CLOTH, NEOPRENE, INJECTED GEL, POLYURETHANE ATTACHMENT METHOD>TWO ADJUSTABLE ELASTIC STRAPS WITH HOOK AND LOOP FASTENERS SPECIAL FEATURES>CLEAR COVER WITH INJECTED POLYURETHANE AND GEL WITH NEOPRENE LINER, ADJUSTABLE STRAPS PART NAME ASSIGNED BY CONTROLLING AGENCY>GEL TOTAL FLEX ALL TERRAIN • Supplier: Tommyco Kneepads Inc., 12202 Old Yale Rd, Surrey, BC, Canada • • Or Equivalent: Part# offered: _____ • NSCM offered: _____ • Delivery offered: _____ NSCM/CAGE - COF/CAGE: L4063 Part No. - N° de la partie: 30321	WB941 W2481 Total	W1941 W2481	700 0 700	PR PR PR	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein See Herein	

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### ANNEX A Requirement



## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The contractor must provide the goods in accordance with the technical requirements and in the quantities stated at Annex A and at pages 2 to 7.

#### **2.1 Delivery Requirement**

Delivery is requested to be completed by August 22, 2014.

### **3. Debriefings**

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

### **4. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2007-11-30

### 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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#### 4. Applicable Laws

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

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests 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

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

##### 1.1 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 designates the brand name and model and/or part number and NCAGE of the substitute product;
- 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 provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within five (5) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

## **1.2 Equivalent Products - Samples (DND)**

If the Bidder offers an equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within ten (10) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **1.3 Pricing - Multi-Item Bid Solicitation**

Bidders do not have to quote a price for every item in the bid solicitation in order to be evaluated. Bidders may withdraw one or more items after bid closing but prior to contract award by advising in writing the Contracting Authority.

### **1.4 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.

## **Section III: Certifications**

### **1.5 Certifications**

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation

W8486-151167/A

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

W8486-151167

Amd. No. - N° de la modif.

File No. - N° du dossier

hn333W8486-151167

Buyer ID - Id de l'acheteur

hn333

CCC No./N° CCC - FMS No./N° VME

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## **Section IV: Additional Information**

### **1.6 Delivery Offered**

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

### **1.7 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: \_\_\_\_\_

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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 – Mandatory Criteria**

The following Mandatory requirement must be submitted with the bid for evaluation:

Technical compliance (description of item 1 to 5 from page 2 to 7 & in annex A herein),  
Bids must be submitted for all destinations per NSN.

#### **1.2 Financial Evaluation - Pricing Basis**

The bidder must quote firm unit price in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### **2. Basis of Selection**

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

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**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

**1. Mandatory Certifications Required Precedent to Contract Award****1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

**1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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**PART 6 - RESULTING CONTRACT CLAUSES****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Requirement**

The contractor must provide the goods in accordance with the technical requirements and in the quantities stated herein at Annex A and at pages 2 to 7.

**2.1 SACC Manual Clauses**

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

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

**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:

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



Telephone: (819) 956-6283

Facsimile: (819) 953-4944

E-mail address: [mejuine.chow@pwgsc-tpsgc.gc.ca](mailto:mejuine.chow@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 Technical Authority

The Technical Authority for the Contract is:

Name: will be inserted at contractTitle: will be inserted at contract

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail: will be inserted at contract

The Technical Authority named above 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 Technical Authority, however the Technical 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 contractTelephone: will be inserted at contractFacsimile: will be inserted at contractE-mail: will be inserted at contract

### Delivery Follow-up

Name: will be inserted at contractTelephone: will be inserted at contractFacsimile: will be inserted at contractE-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, as specified in the contract. Transportation charges to destination and all applicable Customs duties and Excise Tax are included, while 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 SACC Manual Clauses

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

## 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 consignees' addresses shown on page 2 of the Contract for certification and payment.

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

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa (ON) K1A 0K2

Attention: \_\_\_\_\_.

- (c) 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: Mejuine Chow.

## 8. Certifications - Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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 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 (2014-03-01) General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_ (*date of bid*), as clarified / amended on \_\_\_\_\_ (*if applicable*).

## 11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

## 12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16

### 12.1 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.

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

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

**13.1 Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) CFSD Montreal (QC), CFSD Edmonton (AB), Incoterms 2000 for shipments from a commercial contractor.

**13.2 Preparation for Delivery**

The Contractor must prepare all item numbers for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all item numbers to a maximum quantity of one hundred (100) per package.

**13.3 Shipping - Scheduling**

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

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## ANNEX A

### REQUIREMENT

**Item 1.****4240-20-007-5203****Industrial Knee Pads**

Description:

**Basic Material:** High-density, closed foam.  
**Attachment method:** Adjustable elastic straps.  
**Special Features:** One size fits all, color white and black.

**Item 2.****4240-20-007-4879****Industrial Knee Pads**

Description:

**Basic Material:** Flexible hard-shell protection for your knees.  
**Attachment method:** Adjustable elastic straps.  
**Special Features:** One size fits all. Color brown

**Item 3.****4240-20-007-5011****Industrial Knee Pads**

Description:

**Basic Material:** CoolMax lining. Injected Gel provides superior comfort and protection.  
**Attachment method:** Adjustable elastic straps.  
**Special Features:** One size fits all.