

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 a Standing Offer Demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Title - Sujet SAND BAG FILLING MACHINE		
Solicitation No. - N° de l'invitation W8486-124130/A		Date 2012-05-29
Client Reference No. - N° de référence du client W8486-124130		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-442-60574
File No. - N° de dossier hn442.W8486-124130	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-11		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Hamel, Jean-Yves		Buyer Id - Id de l'acheteur hn442
Telephone No. - N° de téléphone (819)956-8278 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Pricing and Delivery and the Quarterly Standing Offer Business Volume Report.

2. Summary

The Department of National Defence (DND) has a requirement to establish a National Individual Standing Offer (NISO) for the supply of sand bag filling machines. The NISO will be for a period of two (2) years from the issuance of the Standing Offer. This NISO contains options to extend the Standing Offer by two (2) additional periods of one (1) year each.

The following estimated usage forecast for the next four (4) years is provided to assist Offerors in the preparation of their offers.

Firm and option periods:

Estimate of 60 units total/year - Delivery to Montreal, Quebec and Edmonton, Alberta.

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT) and the Bilateral Agreements.

3. Security Requirement

There is no security requirement associated with the requirement.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

Section 8 of 2006, Standard Instructions - Request for Standing Offers - 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
B1000T	Condition of Material	2007-11-30
M9033T	Financial Capability	2011-05-16

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 Offeror:

(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 offer fails to provide all the information requested to allow the Standing Offer 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 offers, Canada may, but will have no obligation to, request offerors offering a substitute product to demonstrate, at the sole cost of offerors, that the substitute product is equivalent to the item specified in the bid solicitation.

1.3 Substitute Products - Samples (DND)

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

The Offeror must, upon request from the Standing Offer 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 Offeror 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 Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

2. Submission of Offers

Offers 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 Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Prices must appear in **Annex A - Requirement, Pricing and Delivery** only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

1.1 Offeror Contacts

Name and telephone number of the person responsible for :

Call-ups:

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Section I: Financial Offer (One (1) hard copy)

Offerors must submit their financial offer in accordance with **Annex A - Requirement, Pricing and Delivery**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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 offer non-responsive.

Pricing Basis

The offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), 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 II: Certifications (One (1) hard copy)

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

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

Technical compliance (description of items from **Annex A - Requirement, Pricing and Delivery**);

Acceptance of terms and conditions as mentioned in the RFSO;

Compliance with pricing basis;

Completion of the information requested in the RFSO;

Acceptance of Disclosure of Information clause in 2005 - General Conditions - Standing Offers - Goods or Services.

1.2 Financial Evaluation

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

Compliance with Pricing Basis.

The Offer price will be determined by processing the items at **Annex A - Requirement, Pricing and Delivery** as follows:

Sum of items with identical NSN's total price

(unit price x quantity).

(aggregate groupings basis)

1.2.1 Conditions/Certifications Precedent to Contract

Federal Contractors Program for Employment Equity as specified in PART 5;
Financial Capability as specified at PART 2, para 1.1.

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC).

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

Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at **Annex A - Requirement, Pricing and Delivery**.

2. Security Requirement

There is no security requirement associated with the requirement.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex B - Quarterly Standing Offer Business Volume Report**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fourteen (14) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the issuance of the Standing Offer to will be inserted at standing offer.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ninety (90) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Contract is:

Jean-Yves Hamel

Supply 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) 956-8278

Facsimile : (819) 953-4944

E-mail : JeanYves.Hamel@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Offeror's Representative

Name and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at standing offer

Telephone No: will be inserted at standing offer

Facsimile No: will be inserted at standing offer

E-mail address: will be inserted at standing offer

Delivery Follow-up

Name: will be inserted at standing offer

Telephone No: will be inserted at standing offer

Facsimile No: will be inserted at standing offer

E-mail address: will be inserted at standing offer

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: will be inserted at standing offer.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ will be inserted at standing offer (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-03-02), General Conditions - Goods, (Medium Complexity);
- e) **Annex A - Requirement, Pricing and Delivery;**
- f) the Offeror's offer dated will be inserted at standing offer.

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2.3 SACC Manual Clauses

SACC Reference	Section	Date
B4019C	United States Military Specifications and Standards	2008-12-12
B7500C	Excess Goods	2008-05-12

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

3.2 SACC Manual Clauses

SACC Reference	Section	Date
A9006C	Defence Contract	2008-05-12

4. Payment

4.1 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 **Annex A - Requirement, Pricing and Delivery**. 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.

4.2 Limitation of Price

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

4.3 SACC Manual Clauses

SACC Reference	Section	Date
D0050C	End User Certificate	2008-05-12
H1001C	Multiple Payments	2008-05-12

5. 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.
- Invoices must be distributed as follows:
 - 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: will be inserted at standing offer

- (b) The original and one (1) copy must be forwarded to the address shown in the "Ship to" block of the Call-up Against a Standing Offer for certification and payment.
- (c) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

Department of Public Works and Government Services
 "HN" Division
 7B3 Place du Portage, Phase III
 11 Laurier Street
 Gatineau, QC
 K1A 0S5
 Attention: Jean-Yves Hamel

6. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

7. SACC Manual Clauses

SACC Reference	Section	Date
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2007-11-30
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12

7.1 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 reprourement 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.

7.2 Release Documents - Distribution

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

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to: _____

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors 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.

8. SACC Manual Clauses (Delivery)

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

8.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (destination) Incoterms 2000 for shipments from a commercial contractor.

8.2 Preparation for Delivery

The Contractor must prepare all items 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 items in quantities of one (1) by package.

8.3 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

Annex A - Requirement, Pricing and Delivery

Evaluation will be evaluated based on an aggregate yearly usage of 60 units as follows:

Items 001 is for delivery to Montreal, Quebec:

Item 001 NSN: 4235200016363, SAND BAG FILLING MACHINE.

Unit of Issue: Each

P/N: 194044 P/N Offered: _____

NCAGE: L4051 NCAGE Offered: _____

Supplier: R. E. S. ENTERPRISES INC

Unit Price	Delivery ARO	Unit Price	Delivery ARO	Unit Price	Delivery ARO
Firm Period	Weeks	Option Period 1	Weeks	Option Period 2	Weeks
\$		\$		\$	

Items 002 is for delivery to Edmonton, Alberta:

Item 002 NSN: 4235200016363, SAND BAG FILLING MACHINE.

Unit of Issue: Each

P/N: 194044 P/N Offered: _____

NCAGE: L4051 NCAGE Offered: _____

Supplier: R. E. S. ENTERPRISES INC

Unit Price	Delivery ARO	Unit Price	Delivery ARO	Unit Price	Delivery ARO
Firm Period	Weeks	Option Period 1	Weeks	Option Period 2	Weeks
\$		\$		\$	

Annex B - Quarterly Standing Offer Business Volume Report

[illegible]