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W8486-138388/C

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

W8486-138388

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This bid solicitation cancels and supersedes previous bid solicitation number W8486-138388/B, with a closing of 2014-03-27 at 14:00.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts plus annexes as follow:

- 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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 purchase description, the pricing, the Price Determination - Industrial Product Price Indexes, Offer Evaluation Criteria & Process and their appendices.

2. Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the supply of packaging materials, in accordance with the Annexes A, B, C, D and with the Design Data List DDL-8486-138388 Rev. A dated 2014-04-10.

This requirement will be for an initial period of one (1) year, with an option to extend the offer for two (2) additional period of one (1) year.

The Offeror must supply Packaging Materials to the Department of National Defence (DND) on an as-and-when requested basis.

The final destination of some of the items required under this RFSO/NISO are for deliveries in any Northern area which include areas subject to Comprehensive Land Claims Agreements. As such, all CLCAs apply to this procurement.

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

This procurement is not subject to the Controlled Goods Program.

3. Debriefings

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 fifteen (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 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 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 (2014-06-26) 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: one hundred and twenty (120) days

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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.

5. Improvement of Requirement During Solicitation Period

Should Offerors consider that the Purchase Description contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **seven (7) calendar days** before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

6. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful Offeror will be requested, after issuance of a Standing Offer, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User, thereby reducing printed material.

Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

7. Design Data List (DDL) Request

To order a copy of the DDL, drawings, and specifications, offerors must contact the Standing Offer Authority by email and provide their full mailing address. If offerors have not received the documents at least ten (10) calendar days prior to bid closing date, offerors should communicate with the Standing Offer Authority.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications and Additional Information one (1) hard copy.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre 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 colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I Technical Offer

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

1. Equivalent Products and Substitute Products

1.1 Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the RFSO 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 technical criteria that are specified in the RFSO; 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, quality and performance 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 equivalent product; or
- (b) the equivalent product fails to meet or exceed the mandatory form, fit, function, quality and performance criteria specified in the RFSO for that item.

3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering an equivalent product to demonstrate, at the sole cost of offerors, that the equivalent product is equivalent to the item specified in the RFSO.

4. Bidders are encouraged to offer or suggest green products whenever possible.

1.2 Substitute Products - Replaced Part Numbers from the OEM

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the offeror provides upon request of the Standing Offer Authority:

- a. proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. all required technical information (as detailed in Part 3, Section I, 1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

2. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering an equivalent product to demonstrate, at the sole cost of offerors, that the equivalent product is equivalent to the item specified in the RFSO.

2. Pre-Production Sample

After the issuance of the Standing Offer and if requested by Canada, the successful Offeror will be required to provide one (1) pre-production sample to the Standing Offer Authority for acceptance within _____ calendar days from the effective date of the contract.

Section II Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex B - Pricing. The total amount of Applicable Taxes must be shown separately.

1. SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

2. Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

- ☐ VISA
☐ Master Card

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III Certifications and Additional Information

1. Certifications

Offerors must submit the certifications required under Part 5.

2. Additional Information

Canada requests that Offerors provide the following additional information:

2.1 Delivery

While Delivery of the items is requested within **fifteen (15) calendar days** from receipt of a call-up against the Standing Offer, the best delivery that could be offered, which should not exceed **twenty-eight (28) calendar days**, is as follows:

The delivery of the items will be delivered within the number of calendar days specified below from receipt of a call-up against the Standing Offer.

For delivery to CFB Edmonton,

Item E2 - within _____ calendar days

Item E3 - within _____ calendar days

Item E4 - within _____ calendar days

Item E5 - within _____ calendar days

For delivery to CFB Montréal,

Item M2 - within _____ calendar days

Item M3 - within _____ calendar days

Item M4 - within _____ calendar days

Item M5 - within _____ calendar days

2.2 Offeror's Representatives

Canada requests that Offerors provide the following information:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

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

1.1.1 Mandatory Technical Evaluation Criteria

Offerors must meet all Mandatory Technical Evaluation Criteria as detailed in Annex D - Offer Evaluation Criteria & Process.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

The prices offered must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and, Applicable Taxes extra.

Offerors must submit firm unit prices for all items, all delivery location for the initial period

1.2.2 Evaluation of Price

The price evaluation will be in accordance with Annex B - Pricing

2. Basis of Selection

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

Only one (1) offer will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2.1 Equivalent and Substitute Products Conformance Certification

Offeror offering Equivalent or Substitute products certifies that all Equivalent Products and Substitute Products proposed conform, and will continue to conform throughout the duration of the Standing Offer and any resulting contract, to all technical specifications of the purchase description.

This certification does not relieve the offer from meeting the requirement detailed in Part 3, Section I, Equivalent Products and Substitute Products.

Offeror's authorized representative Signature

Date

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this RFSO.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement for the supply of packaging materials, in accordance with the Annexes A, B, C, D and with the Design Data List (DDL-8486-138388 Rev. A dated 2014-04-10).

The Offeror must supply Packaging Materials to the Department of National Defence (DND) on an as-and-when requested basis.

The final destination of some of the items required under this NISO are for deliveries in any Northern area which include areas subject to Comprehensive Land Claims Agreements. As such, all CLCAs apply to this procurement.

1.1 Pre-Production Sample

If requested by Canada, the Contractor must provide one (1) pre-production sample for **to be inserted by PWGSC** to the Contracting Authority within **to be inserted by PWGSC** calendar days from the effective date of the contract.

The Contractor shall carry out all required inspections and tests on the pre-production sample to verify conformance to the requirements specified in the contract.

The Contractor must provide the sample(s) and a copy of the inspection and test report(s), when requested, to the Contracting Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.

The Contracting Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance, or rejection of the pre-production sample(s). The notice of conditional acceptance or acceptance shall not relieve the Contractor from complying with all contractual requirements.

The Contractor must not commence the production and must not make any deliveries until the Contractor has received notification from the Contracting Authority that the sample(s) is(are) acceptable. Any production before sample acceptance will be at the sole risk of the Contractor.

Where the Contracting Authority rejects the pre-production sample(s) submitted by the Contractor because it is unable to meet the contractual requirements, Canada shall terminate the contract for Default in accordance with the general conditions stated in the Contract.

The pre-production sample(s) may not be required if the Contractor is currently in production. The Contractor must submit a written request for waiver of the pre-production sample(s) to the Contracting Authority. The waiving of this requirement will be at the discretion of the Contracting Authority.

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

2.1 General Conditions

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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 an electronic format (Microsoft Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority. The Offeror must submit a sample of the Standing Offer Report 30 days after the issuance of Standing Offer.

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 reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Identified user
- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Location of Delivery (Edmonton or Montréal)
- 1g. Reporting Period (Quarter and Per Fiscal Year);
- 1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
- 1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
- 1j. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)

- 2a. Item number;

- 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
- 2c. Total Number of Item ordered (Per Location of Delivery);
- 2d. Total Number of Item ordered (Per Identified user);

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period. An electronic version of the form in Excel spreadsheet format is available from the Standing Offer Authority upon request.

2.3 Standing Offers - Final Usage Report

On completion or termination of the Standing Offer, the Offeror must produce a detailed final usage report with all cumulative data of the call-ups. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format to the Standing Offer Authority, no later than **fifteen (15) calendar days** after the end of the completion or the set aside of the Standing Offer

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **To be inserted by PWGSC** to **To be inserted by PWGSC**.

3.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional period of one (1) year, under the same conditions and at the rates or prices 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 at least **sixty (60) calendar days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Benoît Paquin
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street

Gatineau, QC K1A 0S5
Telephone : 819-956-3966
Facsimile: 819-956-5227
E-mail address: benoit.paquin@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.

4.2 Technical Authority

The Technical Authority is:

To be inserted by PWGSC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

The Technical Authority is responsible for all the technical content of the Work under the resulting contracts. 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 by the Standing Offer Authority.

4.3 Offeror's Representatives

General enquiries

Name: **To be inserted by PWGSC**
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: **To be inserted by PWGSC**
Telephone No. _____
Facsimile No. _____
E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : DLP 3-4 or its delegated representative.

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$60,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

8. 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;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-06-26), General Conditions - Goods (Medium Complexity);
- e) the Annex A - Purchase Description for Packaging Materials, dated 2014-06-26;
- f) the Annex B - Pricing, dated 2014-06-26;
- g) the Annex C - Price Determination - Industrial Product Price Indexes, dated 2014-06-26;
- h) the Offeror's offer dated (To be inserted by PWGSC) , as amended (To be inserted by PWGSC).

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

10. 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.

11. Meeting after Issuance of Standing Offer

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required after the issuance of the Standing Offer. A meeting will be convened at Canada's discretion to review the procedures

for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

12. Progress Meetings

Progress meetings will take place on an as-and-when required basis.

The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

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.

1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2014-06-26), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

At section 08, Inspection and Acceptance of the Work

Delete paragraph 1 in its entirety and replace with the following:

1. All the Work is subject to inspection and acceptance by Canada at destination by the consignee. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

3. Term of the Contract

3.1 Delivery

The Contractor must make the delivery as follows:

For delivery to CFB Edmonton,

Item E2 - within to be inserted by PWGSC calendar days

Item E3 - within to be inserted by PWGSC calendar days

Item E4 - within to be inserted by PWGSC calendar days

Item E5 - within to be inserted by PWGSC calendar days

For delivery to CFB Montréal,
Item M2 - within to be inserted by PWGSC calendar days
Item M3 - within to be inserted by PWGSC calendar days
Item M4 - within to be inserted by PWGSC calendar days
Item M5 - within to be inserted by PWGSC calendar days

4. Payment

4.1 Basis of Payment for the Initial Period

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B - Pricing, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes where applicable and, Applicable Taxes extra.

For the Extended Periods, the firm unit prices specified in Annex B – Pricing will be revised in accordance with Annex C - Price Determination - Industrial Product Price Indexes.

4.2 Payment of Invoices by Credit Card

The credit card (To be inserted by PWGSC) is accepted.

OR

The credit cards (To be inserted by PWGSC) and (To be inserted by PWGSC) are accepted.

4.5 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2611C	Customs Duties - Contractor Importer	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

5. 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 on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Procurement Authority unless otherwise specified by the Standing Offer Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.

(b) One (1) copy must be forwarded or e-mail to the identified user in the Call-up against de Standing Offer.

6. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractor	2011-05-16
D2000C	Marking	2008-05-12
D2001C	Labelling	2007-11-30
D2006C	Marking and Preparation of Paper	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
G1005C	Insurance	2008-05-12

7. 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 as follow:

Item	NSN	UoI	Standard Pack (Minimum Order)
E2, M2	8115-21-1025209	EA	1 BD of 25 EA
E3, M3	8115-21-8419984	EA	1 PG of 100 EA
E4, M4	8105-21-8553225	EA	1 PG of 250 EA
E5, M5	8115-21-8553226	EA	1 BD of 25 EA

8. Shipping Instructions

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid at destination. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. 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, Alberta
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

9. Canadian General Standards Board - Standards

A copy of the CAN/CGSB-43.22, CAN/CGSB-43.30 referred to in Annex A - Purchase Description for Packaging Materials is available and may be purchased from:

Canadian General Standards Board Sales Centre
Public Works and Government Services Canada
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec, Canada
K1A 0S5

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5644
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

10. United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defence Website, at the following address: <http://dodssp.daps.dla.mil/>.

11. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

1. The Contractor is requested provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User thereby reducing printed material.

2. The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
3. Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PURCHASE DESCRIPTION
FOR PACKAGING MATERIALS

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1.0 Scope

1.1 General

- 1.1.1 This Purchase Description (PD) covers the requirements for packaging materials for the Department of National Defence (DND).

1.2 Acronyms and Abbreviations

DND	Department of National Defence
NSN	NATO Stock Number
PD	Purchase Description

2.0 Applicable Documents

2.1 Applicability

- 2.1.1 The following documents form part of this PD to the extent specified herein.

2.2 Specifications and Drawings

IDENTIFYING NUMBER	DOCUMENT TITLE
D-85-001-130/SF-001	Specification for Box, Intermediate Packing, Folding Cracker
DND Drawing # 385697	Box, Fiberboard
DND Drawing # 385698	Bag, Plastic, Polyethylene, Clear
DND Drawing # C70 E00176	Container, Rifle, FN

2.3 Notes

Unless otherwise specified in the drawing, all tolerances on dimensions shall be $\pm 1/16$ inch. Those tolerances, however, shall not affect the form, fit and function of any item part of this purchase description.

3.0 Description of the Packaging Materials

3.1 *DELETED*

3.2 Rifle Box

As part of the standing offer, the Contractor shall provide rifle boxes. The rifle boxes shall:

- 3.2.1 Be a rifle box, die-cut, modified five panel wrapper;

- 3.2.2 Be constructed of single wall corrugated fiberboard of at least 70% recycled content;
- 3.2.3 Use a knocked-down assembly method;
- 3.2.4 Have the following printed note (bilingual): "REUSABLE CONTAINER - DO NOT DESTROY" "CONTENANT REUTILISABLE" "A NE PAS DETRUIRE"; and
- 3.2.5 Be built in accordance with DND Drawing C70 E00176; and

Item #	NSN	Reference
E2, M2	8115-21-102-5209	C70 E00176

3.3 Lunch Box, Carton

As part of the standing offer, the Contractor shall provide lunch boxes, carton. The lunch boxes, carton shall:

- 3.3.1 Be a paperboard box of folding cracker self-locking tuck-top style;
- 3.3.2 Have a flat assembly;
- 3.3.3 Have the following printed note (bilingual) "CANADIAN FORCES LUNCH BOX" "BOITE DE REPAS" "FORCES CANADIENNES", (NOTE: paragraph 3.1 of reference - "wood chip" material in lieu of the specified "folding screening board" is acceptable),
- 3.3.4 Be built in accordance with D-85-001-130/SF-001; and

Item #	NSN	Reference
E3, M3	8115-21-841-9984	D-85-001-130/SF-001

3.4 Bag for fresh water supply

As part of the standing offer, the Contractor shall provide bags for fresh water supply. The bags for fresh water supply shall:

- 3.4.1 Be a plastic bag;
- 3.4.2 Be a flat bag style;
- 3.4.3 Be made of clear 4 mil single wall polyethylene;
- 3.4.4 Be made of heat-seal assembly with opening at one end (width), (for use with fiberboard box NSN 8115-21-855-3226, for fresh water supply, northern areas); and

3.4.5 Be built in accordance with DND Drawing # 385698;

Item #	NSN	Reference
E4, M4	8105-21-855-3225	DND Drawing # 385698

3.5 Box for fresh water supply

As part of the standing offer, the Contractor shall provide boxes for fresh water supply. The boxes for fresh water supply shall:

3.5.1 Be a shipping box of regular slotted box style;

3.5.2 Be constructed of single wall corrugated fiberboard;

3.5.3 Use a knocked-down assembly method;

3.5.4 Have fill markings on inside of box, (for use with bag NSN 8105-21-855-3225, for fresh water supply, northern areas); and

3.5.5 Be built in accordance with DND Drawing # 385697;

Item #	NSN	Reference
E5, M5	8115-21-855-3226	DND Drawing # 385697

4.0 Performance Compliance

DND reserves the right to conduct verification to ensure product compliance with any or all of the performance requirements defined in this Annex.

Annex B – Pricing
And
Appendix B1 – Aggregate Price Evaluation

See Attachments section of the Tender Notice.

File's Name : W8486-138388_RFSO_EN_Ann_B.XLSX

Annex C - Price Determination - Industrial Product Price Indexes

For each extended periods, the firm prices for each item will be determined by calculating and applying the Industrial Product Price Indexes. The data used will be the latest twelve (12) months period ending the month of the closing date of the Request for Standing Offer and the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the initial or the extended period, as applicable.

The industrial product price index annual average can be found in the catalogue no. 62-011-X under table 2 – Industrial product price indexes, by commodity and commodity aggregations. It is published by Statistics Canada each month of the year. For the requirement of this Standing Offer, Table 2 – 6 Rubber, leather and plastic fabricated products section Plastic bags and shipping sacks (v53385440) will apply to Item E4 and M4. Table 2 – 11 Pulp and paper products section Corrugated boxes and cartons (v53433676) will apply to Item E2, E3, E5, M2, M3 and M5.

Industry Price Indexes – Chronological Index

<http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-011-X&chprog=1&lang=eng>

Industry Price Indexes - Statistical Tables for the month of September 2013

<http://www.statcan.gc.ca/pub/62-011-x/2013009/tablesectlist-listetableauxsect-eng.htm>

Plastic bags and shipping sacks (v53385440)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009	115.8	115.6	115.6	114.9	114.9	115.0	115.1	113.6	113.6	113.6	113.6	113.6
2010	113.6	114.3	114.5	116.4	116.4	116.4	116.0	111.5	111.5	111.7	111.7	111.5
2011	111.5	111.5	112.3	112.5	112.5	114.3	114.3	113.1	112.9	113.4	113.5	113.2
2012	113.5	113.5	113.5	113.6	113.6	113.6	113.1	113.1	113.0	113.0	113.0	112.9
2013	112.7	112.8	114.7	114.9	114.9	114.8	115.6	115.6	115.6

Corrugated boxes and cartons (v53433676)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009	109.5	107.5	107.3	106.3	105.9	105.6	102.4	102.7	102.4	99.1	97.4	97.3
2010	98.8	101.1	101.5	102.9	105.6	105.6	106.2	106.4	106.2	105.7	105.7	105.8
2011	105.9	105.9	105.9	105.8	105.8	105.5	105.5	105.4	103.0	103.0	103.0	102.3
2012	100.6	100.7	100.1	100.1	100.1	100.1	100.1	100.1	101.6	102.5	103.3	103.3
2013	104.2	104.1	104.1	105.7	108.4	108.6	108.6	108.8	108.8

1. Formula for the adjustment of the firm prices for the extended periods.

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE}$$

Where : $P_{(e)}$ = Firm Price for the extension period;

P = Firm Price of the initial period of the standing offer;

$AVE_{(e)}$ = Index annual average is calculated with the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the initial or the extended period, as applicable. The $AVE_{(e)}$ calculated will not be modified as a result of any revision to the Index.

AVE = Index annual average is calculated with the data of the latest twelve (12) months period at time of closing of the Request for Standing Offer.

The adjustment derived from the ratio $AVE_{(e)} / AVE$ cannot be lower than 1. If the ration $AVE_{(e)} / AVE$ would be lower than 1, the firm prices for the extended period will correspond to the firm prices of the initial period.

2. Example

For the purpose of this example,

The request for standing offer closed on November 17, 2010.

The initial period of the standing offer was from January 25, 2011 to January 24 2012.

The first extended period was from January 25, 2012 to January 24 2013.

The second extended period was from January 25, 2013 to January 24 2014.

The firm price of the Item was \$200 for the initial period.

2.1 AVE Determination

In accordance with the definition of AVE above, the latest twelve (12) months period available the month of the closing date of the Request for Standing Offer was November 2009 to October 2010

Industry Price Indexes - Statistical Tables

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009	98.8	101.1	101.5	102.9	105.6	105.6	106.2	106.4	106.2	105.7	105.7	105.8
2010	105.9	105.9	105.9	105.8	104.8	104.5	104.5	104.4	103.0	103.0		

$$AVE = \frac{105.7 + 105.8 + 105.9 + 105.9 + 105.9 + 105.8 + 104.8 + 104.5 + 104.5 + 104.4 + 103.0 + 103.0}{12}$$

$$AVE = \frac{1\,259.2}{12} = 104.93$$

The Index annual average (AVE) calculated is 104.93 in accordance with the data of the twelve (12) months period available at closing date of the Request for Standing Offer.

2.2 AVE_(e) Determination for the first extended period

In accordance with the definition of AVE_(e) above, the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the initial which is December 25, 2011 will be the period of December 2010 to November 2011.

Industry Price Indexes - Statistical Tables

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009	98.8	101.1	101.5	102.9	105.6	105.6	106.2	106.4	106.2	105.7	105.7	105.8
2010	105.9	105.9	105.9	105.8	104.8	104.5	104.5	104.4	103.0	103.0	104.0	104.8
2011	104.6	105.7	105.1	106.1	106.1	106.1	106.1	106.1	106.6	107.5	107.3	

$$AVE = \frac{104.8 + 104.6 + 105.7 + 105.1 + 106.1 + 106.1 + 106.1 + 106.1 + 106.1 + 106.1 + 106.6 + 107.5 + 107.3}{12}$$

$$AVE = \frac{1\,272.1}{12} = 106.01$$

The Index annual average (AVE_(e)) calculated is 106.01 in accordance with the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the initial.

2.2.1 Firm price determination for the first extended period

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE} = \$200 \times \frac{106.01}{104.93} = \$200 \times 1.010 = \$202.06$$

The firm price for the first extended period of the item would be \$202.06.

2.3 AVE_(e) Determination for the second extended period

In accordance with the definition of AVE_(e) above, the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the initial which is December 25, 2011 will be the period of December 2011 to November 2012.

Industry Price Indexes - Statistical Tables

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2009	98.8	101.1	101.5	102.9	105.6	105.6	106.2	106.4	106.2	105.7	105.7	105.8
2010	105.9	105.9	105.9	105.8	104.8	104.5	104.5	104.4	103.0	103.0	104.0	104.8
2011	104.6	105.7	105.1	106.1	106.1	106.1	106.1	106.1	106.6	107.5	107.3	105.3
2012	104.8	104.1	103.1	103.7	103.4	103.6	103.6	103.1	103.1	103.0	103.3	

$$AVE = \frac{105.3 + 104.8 + 104.1 + 103.1 + 103.7 + 103.4 + 103.6 + 103.6 + 103.1 + 103.1 + 103.0 + 103.3}{12}$$

$$AVE = \frac{1\,244.1}{12} = 103.68$$

The Index annual average (AVE_(e)) calculated is 103.68 in accordance with the data of the latest twelve (12) months period available thirty (30) calendar days before the end of the first extended period.

2.3.1 Firm price determination for the second extended period

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE} = 200\$ \times \frac{103.68}{104.93} = 200\$ \times 0.988 = 197.62\$$$

Because the ratio $AVE_{(e)} / AVE$ cannot be lower than 1, the firm price for the second extended period of item will be the firm price of the initial period which is \$200.

Annex D - Offer Evaluation Criteria & Process

GENERAL

1.1 Purpose

This document outlines the offer evaluation process for packaging material.

1.2 Instructions

Offerors shall be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the offeror evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements shall be met in order to meet compliance with the requirements;
- (b) Offer submissions shall address all criteria identified in the herein Annex D with complete supporting detail as identified in the column Evaluation Method of section 1.4. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the offer submission rated as non-compliant; and
- (c) Offer submissions shall provide responses in a type written narrative form. Handwritten submissions will not be considered. Offer submissions shall be a hard copy.

EVALUATION

1.3 Evaluation Methodology

The evaluation will be comprised of the following stages:

Stage 1: Review of Mandatory Requirements in Written Offer Submissions

Stage 2: Review of Pricing

Stage 3: Final Selection

Contract award shall be based on the lowest cost compliant offer submission. Responses to the mandatory requirements set forth in this section will be evaluated on a simple, stringent pass/fail basis. All mandatory criteria shall be met or the offer submission will be deemed non-compliant. The evaluation will be conducted on the supplied information only. Failure to provide sufficient detail in the offer submission to evaluate the proposal against the mandatory criteria will also deem the offer non-compliant.

1.4 Mandatory Offer Evaluation Criteria

The following evaluation criteria will be used to evaluate the proposals.

PD Item #	Requirement	Evaluation Method
M1	The Offeror shall have at least 3 (three) full years in the last 5 (five) years, prior to this proposal, of directly related experience in manufacture or supply of packaging materials identical or similar to the items described in Section 3.	The Offeror shall provide a narrative description of their experience with timeline and contact information of customers to support their claims.
M2	The Offeror shall have a proven history of an average annual sale of at least \$0,5M in the last 3 (three) years, prior to this proposal, of packaging materials identical or similar to the items described in Section 3.	The Offeror shall indicate the amount of sales and include contact information of customers to support their claims.
3.2.6	The rifle boxes shall be built in accordance with DND Drawing C70 E00176.	The offeror shall explain in one paragraph how he will fulfill this requirement. This discussion can cover topics such as dimensions, tolerances, markings, materials and/or references to similar or identical products manufactured or distributed by the offeror in the past.
3.3.5	The lunch boxes, carton shall be built in accordance with D-85-001-130/SF-001.	The offeror shall explain in one paragraph how he will fulfill this requirement. This discussion can cover topics such as dimensions, tolerances, markings, materials and/or references to similar or identical products manufactured or distributed by the offeror in the past.
3.4.6	The bags for fresh water supply shall be built in accordance with DND Drawing # 385698.	The offeror shall explain in one paragraph how he will fulfill this requirement. This discussion can cover topics such as dimensions, tolerances, markings, materials (food grade, pin hole free) and/or references to similar or identical products manufactured or distributed by the offeror in the past.
3.5.6	The boxes for fresh water supply shall be built in accordance with DND Drawing # 385697.	The offeror shall explain in one paragraph he will fulfill this requirement. This discussion can cover topics such as dimensions, tolerances, markings, materials and/or references to similar or identical products manufactured or distributed by the offeror in the past.