

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|---|
| Title - Sujet SWITCH, FLOW | |
| Solicitation No. - N° de l'invitation W8482-156587/A | Date 2014-11-24 |
| Client Reference No. - N° de référence du client W8482-156587 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HN-446-66195 | |
| File No. - N° de dossier hn446.W8482-156587 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-10 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Garcia Lozano, Quiterie | Buyer Id - Id de l'acheteur hn446 |
| Telephone No. - N° de téléphone (819) 956-3594 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|--|---------------------------------------|--|
| W0100 | DEPARTMENT OF NATIONAL DEFENCE FORMATION COMMANDER HMC DOCKYARD BLDG D-206 DOOR 1 THRU 13 HALIFAX Nova Scotia B3K5X5 Canada | W8482 | DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada |
| W2B02 | DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER CFB ESQUIMALT BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada | W8482 | DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada |

| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire | | Del. Offered Liv. offerte |
|--------------|---|-------------------------|-----------------|-------------|----------------------|--------------------------|---------------------|---------------------------|
| | | | | | | Destination | FOB/FAM Plant/Usine | |
| 1 | NSN - NNO: 5930-01-373-3976 SWITCH, FLOW P/N: 123397, NSCM:04034 Gems Sensors Inc. *** OR EQUIVALENT *** ----- P/N offered: _____ NSCM offered: _____ Delivery offered: _____ | W0100 | W8482 | 5 | Each | \$ | \$ | See Herein |
| 2 | NSN - NNO: 5930-01-373-3976 SWITCH, FLOW P/N: 123397, NSCM:04034 Gems Sensors Inc. *** OR EQUIVALENT *** ----- P/N offered: _____ NSCM offered: _____ Delivery offered: _____ | W0100 W2B02 Total | W8482 W8482 | 0 3 3 | Each Each Each | \$ \$ \$ | \$ \$ \$ | 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 | | Del. Offered Liv. offerte |
|-----------------|--|-------------------------|-----------------------|-------------|----------------------|--------------------------|------------------------|------------------------------|
| | | | | | | Destination | FOB/FAM Plant/Usine | |
| 3 | NSN - NNO: 5930-01-373-3976 SWITCH, FLOW P/N: 123397, NSCM: 04034 Gems Sensors Inc. *** OR EQUIVALENT *** ----- P/N offered: _____ NSCM offered: _____ Delivery offered: _____ | W0100 W2B02 Total | W8482 W8482 | 0 1 1 | Each Each Each | \$ \$ \$ | \$ \$ \$ | See Herein See Herein |

Solicitation No. - N° de l'invitation

W8482-156587/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn446W8482-156587

Buyer ID - Id de l'acheteur

hn446

CCC No./N° CCC - FMS No/ N° VME

W8482-156587

This page has been intentionally left blank

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract

Solicitation No. - N° de l'invitation
W8482-156587/A
Client Ref. No. - N° de réf. du client
W8482-156587

Amd. No. - N° de la modif.
File No. - N° du dossier
hn446W8482-156587

Buyer ID - Id de l'acheteur
hn446
CCC No./N° CCC - FMS No./N° VME

- 12. SACC Manual Clauses
- 13. SACC Manual Clauses (Delivery)

List of Annexes:

Annex A

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 stated herein and in the quantities stated at section Line Item Detail.

2.1 Delivery Requirement

Delivery is requested to be completed by April 2015.

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.

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 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|-----------------------|------------|
| <u>A9033T</u> | Financial Capability | 2012-07-16 |
| <u>B1000T</u> | Condition of Material | 2014-06-26 |

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.

Solicitation No. - N° de l'invitation
W8482-156587/A
Client Ref. No. - N° de réf. du client
W8482-156587

Amd. No. - N° de la modif.
File No. - N° du dossier
hn446W8482-156587

Buyer ID - Id de l'acheteur
hn446
CCC No./N° CCC - FMS No./N° VME

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 provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one (1) hard copy)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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 fifteen (15) 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 a 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 twenty (20) business 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.

Section IV: Additional Information

1.6 Additional Information

1.6.1 Delivery Offered

Offered delivery is indicated at the item description herein.

1.6.2 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone: _____

E-mail: _____

Facsimile: _____

Delivery follow-up

Name: _____

Telephone: _____

E-mail: _____

Facsimile: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

Evaluation Criteria

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance (description of items 1 to 3 at section *Line Item Detail* herein);
- Bids must be submitted for all destinations per NSN.
- ***** General Environmental Criteria (GEC)**
The Bidder must complete Annex A by inserting a checkmark next to every criteria that are met. It is mandatory that each Bidder meet a minimum of four of the seven criteria listed.
Bidders are required to complete and submit Annex A with their bid. As this is a new procedure, Canada reserves the right to request Annex A after bid closing. The Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide Annex A within the required time frame will render the bid non-responsive. ***

1.2 Financial Evaluation

1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Destination, as per *Destination Details* and *Line Item Detail* sections), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included and all applicable Custom duties and Excise taxes extra, as applicable.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical

Solicitation No. - N° de l'invitation
W8482-156587/A
Client Ref. No. - N° de réf. du client
W8482-156587

Amd. No. - N° de la modif.
File No. - N° du dossier
hn446W8482-156587

Buyer ID - Id de l'acheteur
hn446
CCC No./N° CCC - FMS No./N° VME

evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an identical NSN basis will be recommended for award of a contract.

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) 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.

2. Additional Certifications Precedent to Contract Award

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

2.1 General Environmental Criteria Certification

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table found at Annex A is accurate and complete.

Solicitation No. - N° de l'invitation
W8482-156587/A
Client Ref. No. - N° de réf. du client
W8482-156587

Amd. No. - N° de la modif.
File No. - N° du dossier
hn446W8482-156587

Buyer ID - Id de l'acheteur
hn446
CCC No./N° CCC - FMS No./N° VME

By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, four out of seven requirements identified in the General Environmental Criteria Table found at Annex A;

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

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 stated herein and in the quantities stated at section *Line Item Detail*.

2.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|---|------------|
| <u>B1501C</u> | Electrical Equipment | 2006-06-16 |
| <u>B4019C</u> | United States Military Specifications and Standards | 2007-11-30 |
| <u>B7500C</u> | 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 (2014-06-26), 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:

Quiterie GARCIA LOZANO – 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) 956-3594 Facsimile: (819) xxx-xxxx
E-mail address: Quiterie.GarciaLozano@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 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

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

Delivery Follow-up

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

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices prices, as specified in the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and 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 Limitation of Price

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

6.3 Single Payment or Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.4 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|-----------|------------|
| <u>G1005C</u> | Insurance | 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 consignee.
 - (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: Quiterie García Lozano.

8. Certifications

8.1 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 _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

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 (2014-06-26) General Conditions - Goods (Medium Complexity);
- c. the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))

11. Defence Contract

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

12. SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|--|------------|
| <u>D5545C</u> | 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)

| SACC Reference | Section | Date |
|----------------|--------------------------|------------|
| <u>D2000C</u> | Marking | 2007-11-30 |
| <u>D2001C</u> | Labelling | 2007-11-30 |
| <u>D6010C</u> | Palletization | 2007-11-30 |
| <u>D2025C</u> | Wood Packaging Materials | 2013-11-06 |
| <u>D9002C</u> | 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:

Delivered Duty Paid (DDP) Destination, as per *Destination Detail* and *Line Item Detail* sections, Incoterms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery (D3018C)

The Contractor must prepare item number 1 to 3 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 item number 1 to 3 in quantities of *one (1)* by 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) 2B1 CF Esquimalt
Esquimalt, B.C.
Telephone: 250-363-4963
- (b) 7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441

Annex A

The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.

| Green practices within supplier's organization: | Insert a checkmark for each criteria that is met |
|--|---|
| Promotes a paperless environment through directives, procedures and/or programs. | |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client. | |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification. | |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. | |
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program. | |
| A minimum of 50% of office equipment has an energy efficient certification. | |
| Registered to ISO 14001 or has an equivalent environmental management system in place | |