

**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 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**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Packaging items   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8486-173958/A  | <b>Date</b><br>2017-08-03  |
| <b>Client Reference No. - N° de référence du client</b><br>W8486-173958   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$HS-644-73209                 |
| <b>File No. - N° de dossier</b><br>hs644.W8486-173958   | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-09-13</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Torabi, Yasamin  | <b>Buyer Id - Id de l'acheteur</b><br>hs644                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819)420-2249 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -  |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven 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, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Annex A – Purchase Description for Packaging Materials, Annex B – Pricing, Annex C – Price Determination - Industrial Product Price Indexes, Annex D – Electronic Payment Instruments and Annex E – Mandatory Evaluation Criteria.

### **1.2 Summary**

This requirement is to establish a National Individual Standing Offer (NISO) for the supply of packaging materials, in accordance with the Annex A – Purchase Description for Packaging Materials, Annex B – Pricing, Annex C – Price Determination - Industrial Product Price Indexes, Annex D – Electronic Payment Instruments, Annex E – Mandatory Evaluation Criteria and with the Design Data List DDL-8486-173958 dated 2017-03-14.

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

The Offeror must supply Packaging Materials to the Department of National Defence (DND) on an as-and-when requested basis to be delivered to CFB Montreal, Quebec and CFB Edmonton, Alberta.

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 Canadian Free Trade Agreement (CFTA).

### **1.3 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 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

### 2.1 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 (2017-04-27) 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

#### 2.1.1 SACC Manual Clause

| SACC Reference | Title                         | Date       |
|----------------|-------------------------------|------------|
| M1004T         | Condition of Material - Offer | 2016-01-28 |

### 2.2 Submission of Offer

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.

### 2.3 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.4 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.

## **2.5 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.

## **2.6 Design Data List (DDL) Request**

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 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 copies)
- Section III: Certifications (one (1) hard copies)
- Section IV: Additional Information (one (1) hard copies)

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) (<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 fiber 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.

### **3.1.1 Equivalent Products and Substitute Products**

#### **3.1.1.1 Equivalent Products**

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



- (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
- 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 substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the solicitation for that item.
- 3. In conducting its evaluation of the Offer, Canada may, but will have no obligation to, request Offerors 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 solicitation, at the sole cost of Offerors, within three (3) business days (or other delay specified herein) of the request. If the Offeror fails to provide the requested information within the specified delay, Canada may declare the Offer non-responsive.

### **3.1.2 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 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.

### **3.1.3 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 fourteen (14) calendar days from the effective date of the Standing Offer.

## **Section II Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 6B and Annex B - Pricing. The total amount of Applicable Taxes must be shown separately.

### **3.1.4 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D, Electronic Payment Instruments, to identify which ones are accepted.

If Annex D, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.5 Exchange Rate Fluctuation**

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the Offer at time of offering. The Offeror must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its Offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the Standing Offer. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of offering, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where Offer are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

## **Section III Certifications**

Offerors must submit the certifications required under Part 5.

## **Section IV Additional Information**

Canada requests that Offerors provide the following additional information:

### 3.1.6 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 Montréal,

Item 001 - within \_\_\_\_\_ calendar days

Item 002 - within \_\_\_\_\_ calendar days

Item 003 - within \_\_\_\_\_ calendar days

Item 004 - within \_\_\_\_\_ calendar days

For delivery to CFB Edmonton,

Item 005 - within \_\_\_\_\_ calendar days

Item 006 - within \_\_\_\_\_ calendar days

Item 007 - within \_\_\_\_\_ calendar days

Item 008 - within \_\_\_\_\_ calendar days

### 3.1.7 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**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Offerors must meet all Mandatory Technical Criteria as detailed in Annex E - Mandatory Evaluation Criteria

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial 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

##### **4.1.2.2 Evaluation of Price**

The price evaluation will be in accordance with Annex B – Pricing.

### **4.2 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 AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website

([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

Or

B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

| <b>Green Practices within the Offerors' organization</b>   | <b>Insert a checkmark for each criterion that is met</b> |
|--|--|
| 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.  |  |

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

**5.2.3.2 Product Conformance for All Items**

The Offeror certifies that all goods proposed conform, and will continue to conform throughout the duration of the Standing Offer, to the requirement detailed under the “Line Item Detail” and in the Design Data List (DDL-8486-173958 dated March 14, 2017).

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to fulfill the requirement for the supply packaging materials, in accordance with the Annex A – Purchase Description for Packaging Materials, Annex B – Pricing, Annex C – Price Determination - Industrial Product Price Indexes, Annex D – Electronic Payment Instruments and with the Design Data List (DDL-8486-173958 dated 2017-03-14)

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

##### 6.1.1 Pre-Production Sample

If requested by Canada, the Offeror must provide one (1) pre-production sample for **to be inserted by PWGSC** to the Standing Offer Authority within fourteen (14) calendar days from the effective date of the Standing Offer.

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

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

The Standing Offer Authority will notify the Offeror, 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 Offeror from complying with all contractual requirements.

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

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

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



## 6.2 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.

### 6.2.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**Clause 2005 04, Offer** is amended as follows:

**Delete:** In its entirety.

**Insert:**

1. The Offeror offers to provide and deliver to Canada the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Identified Users listed in the Standing Offer may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-ups is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three calendar months' notice before imposing this requirement;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

**Clause 2005 05, call-ups** is amended as follows:

**Delete:** In its entirety.

**Insert:**

If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

### 6.2.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- First quarter: April 1 to June 30;
- Second quarter: July 1 to September 30;
- Third quarter: October 1 to December 31;
- Fourth 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);

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.

### **6.2.3 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

## **6.3 Term of Standing Offer**

### **6.3.1 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.**

### **6.3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional period of one year 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 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.

## **6.4 Authorities**

### **6.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Yasamin Torabi  
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 : 819-420-2249  
Facsimile: 819-956-5227  
E-mail address: Yasamin.torabi@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.

#### 6.4.2 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.

#### 6.4.3 Offeror's Representative

**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: \_\_\_\_\_

#### 6.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is **to be inserted by PWGSC** or its delegated representative.

#### 6.6 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in the paragraphs below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **6.7 Limitation of Call-ups**

For Identified Users, Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

Requirement exceeding \$40,000.00 (Applicable Taxes included) must be submitted to PWGSC Standing Offer Authority.

#### **6.8 Priority of Documents**

If there is a discrepancy between the wordings 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- e) Annex A - Purchase Description for Packaging Material dated 2017-03-24;
- f) Annex B - Pricing dated 2017-06-20;
- g) Annex C - Price Determination – Industrial Product Price Indexes dated 2017-06-20
- h) the Offeror's offer dated (**To be inserted by PWGSC**) as amended (**To be inserted by PWGSC**)

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### **6.10 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.

### **6.11 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.

### **6.12 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.

### **6.1 Requirement**

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

#### **6.1.1 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.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

The Contractor must make the delivery as follows:

For delivery to CFB Montréal,

Item 001 - within to be inserted by PWGSC calendar days

Item 002 - within to be inserted by PWGSC calendar days

Item 003 - within to be inserted by PWGSC calendar days

Item 004 within to be inserted by PWGSC calendar days

For delivery to CFB Edmonton,

Item 005 - within to be inserted by PWGSC calendar days

Item 006 - within to be inserted by PWGSC calendar days

Item 007 - within to be inserted by PWGSC calendar days

Item 008 - within to be inserted by PWGSC calendar days

## **6.4 Payment**

### **6.4.1 Basis of Payment**

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.

### **6.4.2 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **6.4.3 SACC Manual Clauses**

| <b>SACC Reference</b> | <b>Title</b>        | <b>Date</b> |
|-----------------------|---------------------|-------------|
| C6000C                | Limitation of Price | 2011-05-16  |
| H1001C                | Multiple Payments   | 2008-05-12  |

## **6.5 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 in 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.



## 6.6 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 |
| B7010C         | Marking and Labelling   | 2008-05-12 |
| C2800C         | Priority Rating   | 2013-01-28 |
| C2801C         | Priority Rating - Canadian Contractor                             | 2011-05-16 |
| 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 |

## 6.7 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

**FCC**

Foreign Currency Component (per unit)

**i<sub>0</sub>**

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

**i<sub>1</sub>**

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (i.e  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause

### 6.8 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-001, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items as follow:

| Item     | UoI | Standard Pack (Minimum Order) |
|----------|-----|-------------------------------|
| 001, 005 | EA  | 1 BD of 25 EA                 |
| 002, 006 | EA  | 1 PG of 100 EA                |
| 003, 007 | EA  | 1 PG of 250 EA                |
| 004, 008 | EA  | 1 BD of 25 EA                 |

### 6.9 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, Québec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

#### **6.10 Canadian General Standards Board - Standards**

A copy of the CAN/CGSB-43.22, CAN/CGSB-43.30 and CAN/CGSB-86.1 referred to in the solicitation 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](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

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

#### **6.11 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/>.

PURCHASE DESCRIPTION  
FOR PACKAGING MATERIALS

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## **Annex A**

### **Requirement**

#### **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 Rifle Box**

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

- 3.1.1 Be a rifle box, die-cut, modified five panel wrapper;
- 3.1.2 Be constructed of single wall corrugated fiberboard of at least 70% recycled content;
- 3.1.3 Use a knocked-down assembly method;
- 3.1.4 Have the following printed note (bilingual): "REUSABLE CONTAINER - DO NOT DESTROY" "CONTENANT REUTILISABLE" "A NE PAS DETRUIRE"; and
- 3.1.5 Be built in accordance with DND Drawing C70 E00176; and

| Item #   | NSN              | Reference  |
|----------|------------------|------------|
| 001, 005 | 8115-21-102-5209 | C70 E00176 |

### **3.2 Lunch Box, Carton**

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

- 3.2.1 Be a paperboard box of folding cracker self-locking tuck-top style;
- 3.2.2 Have a flat assembly;
- 3.2.3 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),
- 3.2.4 Be built in accordance with D-85-001-130/SF-001; and

| Item #   | NSN              | Reference           |
|----------|------------------|---------------------|
| 002, 006 | 8115-21-841-9984 | D-85-001-130/SF-001 |

### **3.3 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:

- 3.3.1 Be a plastic bag;
- 3.3.2 Be a flat bag style;
- 3.3.3 Be made of clear 4 mil single wall polyethylene;
- 3.3.4 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
- 3.3.5 Be built in accordance with DND Drawing # 385698;

| Item #   | NSN              | Reference            |
|----------|------------------|----------------------|
| 003, 007 | 8105-21-855-3225 | DND Drawing # 385698 |

### **3.4 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:

- 3.4.1 Be a shipping box of regular slotted box style;
- 3.4.2 Be constructed of single wall corrugated fiberboard;
- 3.4.3 Use a knocked-down assembly method;
- 3.4.4 Have fill markings on inside of box, (for use with bag NSN 8105-21-855-3225, for fresh water supply, northern areas); and
- 3.4.5 Be built in accordance with DND Drawing # 385697;

| Item #   | NSN              | Reference            |
|----------|------------------|----------------------|
| 004, 008 | 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: W8486-173958\_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 other plastic packaging materials, not elsewhere classified (V79310091) will apply to Item 003 and 007. Table 2 – 11 Pulp and paper products section Corrugated boxes and cartons (V79310093) will apply to Item 001, 002, 004, 005, 006 and 008.

Industrial product price index:

<http://www5.statcan.gc.ca/cansim/home-accueil?lang=eng&p2=49&MM>

Vectors for the commodity groups:

[http://www23.statcan.gc.ca/imdb-bmdi/document/2318\\_D6\\_T9\\_V1-eng.htm](http://www23.statcan.gc.ca/imdb-bmdi/document/2318_D6_T9_V1-eng.htm)

Other plastic packaging materials, not elsewhere classified (V79310091)

|      | Jan   | Feb   | Mar   | Apr   | May   | June  | July  | Aug   | Sept  | Oct   | Nov   | Dec   |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 2013 | 107.1 | 106.2 | 107   | 107.3 | 108.8 | 107.3 | 107.5 | 108.4 | 108.5 | 109.4 | 109.7 | 109.6 |
| 2014 | 110.2 | 110.1 | 111.4 | 110.9 | 110.3 | 110.7 | 110.1 | 109.7 | 110.2 | 111.3 | 113   | 113.3 |
| 2015 | 111.5 | 109.5 | 108.6 | 108.6 | 108.5 | 106.8 | 106   | 106.6 | 106.9 | 106.9 | 106.1 | 106.9 |
| 2016 | 109.5 | 110.5 | 111.5 | 112.4 | 112.2 | 111.4 | 111.1 | 108   | 108.5 | 109.7 | 111   | 111   |
| 2017 | 109.5 | 109.1 | 112   | 113.4 | ..    | ..    | ..    | ..    | ..    | ..    | ..    | ..    |

Corrugated boxes and cartons (V79310093)

|      | Jan   | Feb   | Mar   | Apr   | May   | June  | July  | Aug   | Sept  | Oct   | Nov   | Dec   |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 2013 | 99.9  | 99.8  | 99.8  | 107.6 | 108.1 | 108.4 | 108.4 | 108.6 | 108.7 | 108.4 | 108.5 | 108.3 |
| 2014 | 107.5 | 107.7 | 108   | 113.7 | 114.3 | 114.5 | 114.5 | 114.9 | 114.9 | 114.9 | 114.9 | 114.9 |
| 2015 | 114.9 | 122   | 122.3 | 122.4 | 122.6 | 122.8 | 123.5 | 123.3 | 129.9 | 130.4 | 130.4 | 131.4 |
| 2016 | 131.7 | 139.7 | 139.8 | 139.8 | 139.9 | 139.9 | 139.3 | 139.7 | 139.5 | 139.5 | 139.3 | 139.4 |
| 2017 | 140.3 | 140.3 | 140.3 | 140.3 | ..    | ..    | ..    | ..    | ..    | ..    | ..    | ..    |

## 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 ratio  $AVE_{(e)} / AVE$  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<sub>(e)</sub> Determination for the first extended period

In accordance with the definition of AVE<sub>(e)</sub> 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 |       |

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

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

The Index annual average (AVE<sub>(e)</sub>) 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<sub>(e)</sub> Determination for the second extended period

In accordance with the definition of AVE<sub>(e)</sub> 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  
ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

**Annex E****Mandatory Evaluation Criteria**

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

| <b>PD Item #</b> | <b>Requirement</b>  | <b>Evaluation Method</b>   |
|------------------|---|--|
| 001              | The Offeror must have at least 3 (three) full years in the last 5 (five) years of related experience in manufacture or supply of packaging materials identical or similar to the items described in Annex A, Section 3 at Request For Proposal (RFSO) closing date. | The Offeror must provide a narrative description of their experience with timeline and contact information of customers to support their claims.   |
| 002              | The Offeror must have a proven history of an average annual sale of at least \$0,5M in the last 3 (three) years of packaging materials identical or similar to the items described in Annex A, Section 3 at RFSO closing date.                                      | The Offeror must indicate the amount of sales and include contact information of customers to support their claims.  |
| 3.1.5            | The rifle boxes must be built in accordance with DND Drawing C70 E00176.  | The offeror must explain 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.                             |
| 3.2.4            | The lunch boxes, carton must be built in accordance with D-85-001-130/SF-001.   | The offeror must explain 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 bags for fresh water supply must be built in accordance with DND Drawing # 385698.  | The offeror must explain 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. |
| 3.4.5            | The boxes for fresh water supply must be built in accordance with DND Drawing # 385697.   | The offeror must explain 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.                             |