

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Evidence Bags and Labels	
<b>Solicitation No. - N° de l'invitation</b> 47167-145944/B	<b>Date</b> 2014-04-24
<b>Client Reference No. - N° de référence du client</b> 1000315944	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-623-65029	
<b>File No. - N° de dossier</b> hs623.47167-145944	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-06-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Denis	<b>Buyer Id - Id de l'acheteur</b> hs623
<b>Telephone No. - N° de téléphone</b> (819) 956-4003 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Statement of Work, Annex B - Pricing, Annex C - Schedule of Shipping Addresses and Quantities, Annex D - Specimen Only and Annex E - Pallet Dimension.

### 2. Summary

The Canada Border Services Agency (CBSA) has a requirement to purchase 40,000 evidence bags R634 - 20006634, 90,000 evidences bags, R635 - 20006635 and 85,000 evidence bags R636 - 20006636, in accordance with Annex A - Statement of Work, Annex B - Pricing, Annex C - Schedule of Shipping Addresses and Quantities, Annex D - Specimen Only and Annex E - Pallet Dimension.

The requirement includes an option to purchase 60,000 evidence bags R634 - 20006634, 120,000 evidences bags, R635 - 20006635 and 90,000 evidence bags R636 - 20006636 to be exercised within twenty-four (24) months from the effective date of the contract.

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

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

### 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 seven (7) 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.

### 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.

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## 5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders 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 bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 6. Environmental Considerations

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

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

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

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

1. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and at Annex B - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex B and submit it with their bid.

### **Section III: Certifications**

#### **1. Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **1. Additional Information**

Canada requests that bidders submit the following information:

##### **1.1 Delivery**

###### **1.1.1 Firm Quantity**

Item 001 – 40,000 evidence bags R634 - 20006634 must be delivered within **fifteen (15) to twenty (25)** calendar days from the effective date of the contract.

Item 002 - 90,000 evidences bags R635 - 20006635 must be delivered within **fifteen (15) to twenty (25)** calendar days from the effective date of the contract.

Item 003 - 85,000 evidence bags R636 - 20006636 must be delivered within **fifteen (15) to twenty (25)** calendar days from the effective date of the contract.

###### **1.1.2 Optional Quantity**

Item 004 - If an option is exercised, up to 60,000 evidence bags R634 - 20006634 will be delivered within **fifteen (15) to twenty (25)** calendar days.

Item 005 - If an option is exercised, up to 120,000 evidence bags R635 - 20006635 will be delivered within **fifteen (15) to twenty (25)** calendar days.

Item 006 - If an option is exercised, up to 90,000 evidence bags R636 - 20006636 will be delivered within **fifteen (15) to twenty (25)** calendar days.

#### **2. Pre-Production Samples**

After contract award, the successful Bidder will be required to provide three (3) pre-production samples of item 001, item 002 and item 003, to the Technical Authority for acceptance within at least fifteen (15) calendar days.

If the first sample(s) are rejected, the Contractor must submit the second sample(s) within fourteen (14) calendar days of notification of rejection from the Technical Authority.

#### **3. Exchange Rate Fluctuation**

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.



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2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
  3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
  4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
  5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
  6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
  7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.
  8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

#### 4. Certifications

Bidders must submit the certifications required under Part 5.

#### 5. Supplier Contacts

Name and telephone number of the person responsible for:

##### General enquiries

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_

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E-mail address: \_\_\_\_\_

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1. Mandatory Technical Evaluation criteria

**Bidders must demonstrate how they have successfully supplied evidence bags to a police agency or a law enforcement agency within the last five (5) years.**

#### 1.2 Financial Evaluation

Bids must be completed in full and provide all the financial information requested in the bid solicitation and at Annex B - Pricing by the bid closing date and time to enable a full and complete evaluation.

##### 1.2.1 Mandatory Financial Evaluation Criteria

Prices will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duty and Excise Taxes included where applicable and Applicable Taxes Extra;

### 2. Aggregate Evaluated Price

- 1) For each item in Table 1, as detailed in Annex B - Pricing, the firm quantity will be multiplied by the firm unit price, to obtain the subtotal per item.

The sum of all subtotals per item will determine the evaluated price for Table 1.

- 2) For the optional quantity in Table 2, 3 and 4, the firm unit price of all price ranges for the 1st , 2nd and 3rd year will be averaged by adding all the firm unit prices and dividing that result by the total number of firm unit prices to obtain the average unit price. The average unit price will be multiplied by the estimated quantity to obtain the evaluated price per table.

- 3) The sum of the evaluated price for table 1, 2, 3 and 4 will determine the aggregate evaluated price for all items of the bid.

The following is an example of evaluation for the optional quantity.

Table 2 – Optional Quantity Item 004, 20006634 R634			For Evaluation Purposes Only		
Period	Quantity Ordered	Firm Unit Price	Estimated Quantity	Average Unit Price	Evaluated Price for Table 2
1st Year – First 12 months from date of contract award	5,000 – 15,000 15,001 – 24,000 24,001 and above	\$1.27 \$1.14 \$1.05	60,000	\$1.32	\$79,200.00
2nd Year – Second 12 months from date of contract award	5,000 – 15,000 15,001 – 20,000 24,001 and above	\$1.43 \$1.35 \$1.28			
3rd Year – Third 12 months from date of contract award	5,000 – 15,000 15,001 – 20,000 24,001 and above	\$1.59 \$1.56 \$1.28			

$$\$1.27 + \$1.14 + \$1.05 + \$1.43 + \$1.35 + \$1.28 + \$1.59 + \$1.56 + \$1.28 = \$11.95$$

$$\$11.95 \text{ divided by } 9 = \$1.32$$

$$\$1.32 \text{ multiplied by } 60,000 = \$79,200.00$$

\$79,200.00 would represent the evaluated price for table 2

## 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price for all items 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" 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.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Financial Capability

**SACC Reference**

A9033T

**Title**

Financial Capability

**Date**

2012-07-16

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## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Requirement

The Contractor must deliver 40,000 evidence bags R634 - 20006634, 90,000 evidence bags R635 - 20006635 and 85,000 evidence bags R636 - 20006636, in accordance with Annex A – Statement of Work, Annex B – Pricing, Annex C – Schedule of Shipping Addresses and Quantities, Annex D – Specimen Only and Annex E – Pallet Dimensions.

An option is included to purchase up to 60,000 bags R634 - 20006634, 120,000 bags R635 - 20006635 and 90,000 bags R636 - 20006636 to be exercised within twenty-four (24) months from the effective date of the contract.

#### 1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twenty-four (24) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional evidence bags.

### 2. 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.

#### 2.1 General Conditions

2010A (2014-03-01), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

### 3. Security Requirement

There is no security requirement applicable to this Contract.

#### 4. Term of Contract

##### 4.1 Firm Quantity

Item 001 – 40,000 evidence bags must be delivered within to be inserted by PWGSC calendar days from the effective date of the contract.

Item 002 - 90,000 evidence bags must be delivered within to be inserted by PWGSC calendar days from the effective date of the contract.

Item 003 - 85,000 evidence bags must be delivered within to be inserted by PWGSC calendar days from the effective date of the contract.

##### 4.2 Optional Quantity

Item 004 - If an option is exercised, up to 60,000 evidence bags will be delivered within to be inserted by PWGSC calendar days.

Item 005 - If an option is exercised, up to 120,000 evidence bags will be delivered within to be inserted by PWGSC calendar days.

Item 006 - If an option is exercised, up to 90,000 evidence bags will be delivered within to be inserted by PWGSC calendar days.

##### 4.3 Pre-Press Material and Sample

The pre-press material and the sample will be delivered to the contractor within ten (10) calendar days after contract award. The pre-press material must be returned to the Technical Authority within twenty (25) calendar days after acceptance of the blueprints or low resolution proofs. The originator Technical Authority reserves the right to modify the artwork for each delivery. Artwork simply refers to text/images printed on the bags and is to ensure that any changes made to the bags are covered in the printing process as well.

CBSA will supply single pieces of camera-ready copy in hard copy (paper artwork) format for every job; size as, with trim, marks, colour and screen divided. A sample will be provided.

Pre-press material cannot be altered in any way, and must be returned in the same condition it was received by the contractor.

##### 4.4 Blueprints or Low Resolution Proofs

The Contractor must submit two (2) sets of blueprints or low resolution proofs, "Iris", trimmed to exact size, with colour and screens indications clearly shown, to the Technical Authority at the address specified in Annex C - Schedule of Shipping Addresses and Quantities and signed for by the Technical Authority or "Publishing personnel" for acceptance within five (5) calendar days from receipt of the pre-press material and sample or the modified pre-press material with confirmation sent by facsimile. The set of blueprints or low resolution proofs must be in accordance with the pre-press material and the sample provided by CBSA. This above process should in no way amend or change the original specified delivery schedule.



If the first set of blueprints or low resolution proofs are rejected, the Contractor must submit the second set of blueprints or low resolution proofs within five (5) calendar days of notification of rejection from the Technical Authority.

The Contractor must submit the set of blueprints or low resolution proofs to the Technical Authority, transportation charges prepaid, and without charge to Canada. The set of blueprints or low resolution proofs submitted by the Contractor will remain the property of Canada.

The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the set of blueprints or low resolution proofs. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.

The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the set of blueprints or low resolution proofs are acceptable. Any production of items before the set of blueprints or low resolution proofs acceptance will be at the sole risk of the Contractor.

Rejection by the Technical Authority of the second set of blueprints or low resolution proofs submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

The set of blueprints or low resolution proofs may not be required if the pre-press material was not modified at Canada's request. The request for waiver of blueprints or low resolution proofs must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority.

#### **4.5 Pre-Production Samples**

The Contractor must provide five (5) pre-production samples of item 001, 002, and 003 to the Technical Authority, at the address specified in Annex C - Shipping Addresses, for acceptance at least fifteen (15) calendar days before all the scheduled deliveries as detailed at article 4.1 and 4.2.

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

If the first pre-production samples are rejected, the Contractor must submit the second pre-production samples within five (5) calendar days of notification of rejection from the Technical Authority.

The Contractor must submit the pre-production samples to the Technical Authority, transportation charges prepaid, and without charge to Canada. The pre-production samples submitted by the Contractor will remain the property of Canada.

The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the pre-production samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other terms of the Contract.

The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the

pre-production samples are acceptable. Any production of items before the pre-production samples acceptance will be at the sole risk of the Contractor.

Rejection by the Technical Authority of the second pre-production sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

#### **4.6 Modifications to the Pre-Press Material**

Canada may, at its discretion, modify the pre-press material at any time during the performance of the Contract by sending a written notice to the Contractor at least forty-five (45) calendar days before any scheduled delivery as specified at article 4.1 and 4.2. The modified pre-press material will be delivered to the Contractor within ten (10) calendar days following the written notice.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Denis Allard  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: (819) 956-4003  
Facsimile: (819) 956-5227  
E-mail address: denis.allard@pwgsc.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 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC  
Canada Border Services Agency  
473 Albert Street  
Ottawa, Ontario, K1A 0L8  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

Canada Border Services Agency

473 Albert Street, 6th Floor

Ottawa, Ontario, K1A 0L8

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.4 Contractor'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. Payment

### 6.1 Basis of Payment

#### 6.1.1 Firm Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

#### 6.1.2 Optional Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, FCA Free Carrier, at Contractor's Canadian facility or the Contractor's Canadian distribution point, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, 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 SACC Manual Clauses

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

## 6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

## 7. Invoicing

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.

Each invoice must be supported by:

- (a) a copy of the document confirming that CBSA has received the pre-press material.
2. Invoices must be distributed as follows:
    - (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
    - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

Canada Border Services Agency  
Forms Management Services  
473 Albert Street, 6th Floor  
Ottawa, Ontario  
K1A 0L8

Attention: Technical Authority: To be inserted by PWGSC

## 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 Ontario.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2014-03-01) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Statement of Work;
- (d) Annex B - Pricing;
- (e) Annex C - Schedule of Shipping Addresses and Quantities;
- (f) Annex D - Specimen Only;
- (g) Annex E - Pallet Dimensions;
- (h) The Contractor's bid dated (to be inserted by PWGSC) \_\_\_\_\_, as amended (to be inserted by PWGSC) \_\_\_\_\_.

## 11. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
B7500C	Excess Goods	2006-06-16
G1005C	Insurance	2008-05-12

## 12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the

requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Inspection and acceptance will be accomplished at destination.

### 13. Preparation for Delivery

The Contractor must package all items in parcels of 100 and then 500 per boxes. The Contractor must package in new and uniform corrugated boxes with no filler material or void spaces. Boxes must not exceed thirty-five (35) lbs. Packing slip to accompany each individual shipment.

The Contractor must deliver the goods on pallets as described in Annex E - Pallet Dimensions. The pallet height, including the goods must not exceed 57 inches high. The pallets will remain the property of Canada.

#### 13.1 Labelling

Boxes and pallets must be bilingually labelled as to "Quantity, Form No. & Rev. date, Title, Material No. and Contract Number". Along with printed information on label See Annex "D" - Specimen Only, there will also be a requirement for a "Bar Code" (See below).

Label information on pallets must be clearly indicated on four (4) sides. Label information on boxes must be clearly indicated on end of box. Labels to be printed in black ink on white paper.

#### 13.2 Bar Code

Standard Bar Code 3 of 9, as defined in the AIM document USS-39 (USD-3) must be used (AIM is the Automatic Identification Manufacturers Inc.) The "Bar Code" will include information for a 10 digit "Contract number" and for an 8 digit "Material number" with no blank space in between.

Human readable print must always be below the Bar Code. The average first read rate for Bar Code symbols must be 95% (ie only 5 in 100 will require more than 1 scan). The Bar Code symbol can be printed with carbon or non-carbon ink.

The paper requirements for the actual label to ensure proper readability of the Bar Code are:

- 1) White stock with matte finish, black ink.
- 2) Stock must have smooth surface coating.
- 3) No recycled paper components.
- 4) Stock must be able to reflect 70% to 90% of the light from the illumination source back to the light detector.
- 5) Label must have permanent adhesive.

Description must be in both English and French.

### 14. 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 the addresses as specified in Annex C - Schedule of Shipping Addresses and Quantities by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the warehouse by fax as detailed in Annex C - Schedule of Shipping Addresses and Quantities.

In order to receive shipping confirmation from the warehouses, the Contractor must provide the following information:

- Material No.
  - Shipping date
  - Number of skids
  - Contact name and telephone No.
  - Contract No.
  - Quantities
  - Type of transport vehicle
3. The consignee may refuse shipments when prior arrangements have not been made. Date of delivery must not be changed once an Advance Shipping Notification (ASN) is supplied to the warehouse.
  4. Packing slip must accompany each shipment and must indicate clearly the number of pallets, boxes and total quantity shipped.
  5. CBSA will require a one (1) business day time frame, from receipt of printed documents, to complete inspection, for confirmation of quantity received and for acceptance of shipment.

## 15. Environmental Considerations

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

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

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

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

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**ANNEX A****STATEMENT OF WORK****1. OBJECTIVE:**

Canada Border Services Agency (CBSA) has a requirement for three (3) different sizes of evidence bags R634 - 20006634, R635 - 20006635 and R636 - 20006636, for the collection, storage and shipment of evidence while respecting the chain-of-custody by recording the movement of the exhibit.

**2. REQUIREMENT****ITEM 1: R634                      MATERIAL No.: 20006634****DESCRIPTION:**

Solid white matte finish background on outside front of bag 7 3/4"W x 8 3/4"H overprinted by black text (ink), to the scale of supplied sample. (Matte finish to be of excellent quality to permit smudge free, and fade proof writing).

**SIZE:** 18 5/8" wide x 24 1/4" high at front and 22 1/4" at back

**ITEM 2: R635                      MATERIAL No.: 20006635****DESCRIPTION:**

Solid white matte finish background on outside front of bag 5 1/2"W x 8 1/2"H overprinted by black text (ink), to the scale of supplied sample.. (Matte finish to be of excellent quality to permit smudge free, and fade proof writing).

**SIZE:** 5 3/4" wide x 12 1/2" high at front and 9 1/4" at back

**ITEM 3: R636                      MATERIAL No.: 20006636****DESCRIPTION:**

Solid white matte finish background on outside front of bag 7 3/4"W x 8 3/4"H overprinted by black text (ink), to the scale of supplied sample. (Matte finishes being of excellent quality to permit smudge free, and fade proof writing).

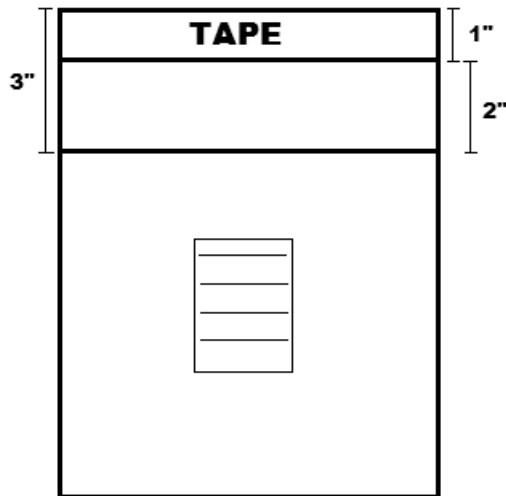
**SIZE:** 10" wide x 18" high at front and 16" at back

**3. DESCRIPTION OF BAGS FOR ALL ITEMS:**

- must be made from clear Polyethylene 4.25 mil thick;
- must have a tamperproof bag seal on three sides;
- must be printed on one side in two colors (black and white) with no bleeds;
- must have adhesive-backed tape that is tamperproof with **(Permanent Extra Glue)**;
- must have tape that is 1" wide covering the entire width of the bag on the 3" front top extension (see figure 1);



- must have a closure feature with removable covering strip made from the same material as the back;
- once the bag is closed (sealed) it must be permanently sealed (**Permanent extra glue**) and not able to be opened without either damage to the plastic of the bag or the tape;

**FIGURE 1**

:

4. **PRINT QUALITY FOR ALL ITEMS:** Office
5. **STOCK FOR ALL ITEMS:** Clear Polyethylene 4.25 mil.
6. **PRE PRESS MATERIAL:**

CBSA will supply single pieces of camera-ready copy; size as, with trim marks, colour and screen divided. A sample will be provided.

Pre-press material cannot be altered in any way, and must be returned in the same condition it was received by the contractor.

**ANNEX B****PRICING**

<b>Table 1 - Firm Quantity</b>				<b>For Evaluation Purposes only</b>
<b>Item</b>	<b>Material No.</b>	<b>Quantity</b>	<b>Firm Unit Price</b>	<b>Subtotals per items</b>
001	20006634 R634	40,000	\$ /Unit	\$ To be inserted by PWGSC
002	20006635 R635	90,000	\$ /Unit	\$ To be inserted by PWGSC
003	20006636 R636	85,000	\$ /Unit	\$ To be inserted by PWGSC
			<b>Total Evaluated Price for Table 1</b>	

<b>Table 2 – Optional Quantity Item 004, 20006634 R634</b>			<b>For Evaluation Purposes Only</b>		
<b>Period</b>	<b>Quantity Ordered</b>	<b>Firm Unit Price</b>	<b>Estimated Quantity</b>	<b>Average Unit Price</b>	<b>Evaluated Price for Table 2</b>
1 <sup>st</sup> Year – First 12 months from date of contract award	5,000 – 15,000	\$	60,000	To be inserted by PWGSC	To be inserted by PWGSC
	15,001 – 24,000	\$			
	24,001 and above	\$			
2 <sup>nd</sup> Year – Second 12 months from date of contract award	5,000 – 15,000	\$			
	15,001 – 24,000	\$			
	24,001 and above	\$			
3 <sup>rd</sup> Year – Third 12 months from date of contract award	5,000 – 15,000	\$			

15,001 – 24,000	\$
24,001 and above	\$

Table 3 – Optional Quantity Item 005, 20006635 R635			For Evaluation Purposes Only		
Period	Quantity Ordered	Firm Unit Price	Estimated Quantity	Average Unit Price	Evaluated Price for Table 3
1 <sup>st</sup> Year – First 12 months from date of contract award	5,000 – 20,000	\$	120,000	To be inserted by PWGSC	To be inserted by PWGSC
	20,001 – 30,000	\$			
	30,001 and above	\$			
2 <sup>nd</sup> Year – Second 12 months from date of contract award	5,000 – 20,000	\$			
	20,001 – 30,000	\$			
	30,001 and above	\$			
3 <sup>rd</sup> Year – Third 12 months from date of contract award	5,000 – 20,000	\$			
	20,001 – 30,000	\$			
	30,001 and above	\$			

Table 4 – Optional Quantity Item 006, 20006636 R636			For Evaluation Purposes Only		
Period	Quantity Ordered	Firm Unit Price	Estimated Quantity	Average Unit Price	Evaluated Price for Table 4
1 <sup>st</sup> Year – First 12 months from date of contract award	5,000 – 20,000	\$	90,000	To be inserted by PWGSC	To be inserted by PWGSC
	20,001 – 30,000	\$			
	30,001 and above	\$			
2 <sup>nd</sup> Year – Second 12 months from date of contract award	5,000 – 20,000	\$			
	20,001 – 30,000	\$			
	30,001 and above	\$			
3 <sup>rd</sup> Year – Third 12 months from date of contract award	5,000 – 20,000	\$			
	20,001 – 30,000	\$			
	30,001 and above	\$			

Solicitation No. - N° de l'invitation

47167-145944/B

Amd. No. - N° de la modif.

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

1000315944

Buyer ID - Id de l'acheteur

hs623

File No. - N° du dossier

hs62347167-145944

CCC No./N° CCC - FMS No/ N° VME

**ANNEX C****SCHEDULE OF SHIPPING  
ADDRESSES AND QUANTITIES****LISTE DES ADRESSES  
D'EXPÉDITION ET QUANTITÉS**

<b>Material No. – N° du matériel</b>	<b>Form No. – N° du formulaire</b>	<b>Total Quantity – Quantité totale Progressive shipping dates</b>
<b>20006634</b>	<b>R634 (04)</b>	<b>40,000</b>
<b>20006635</b>	<b>R635 (04)</b>	<b>90,000</b>
<b>20006636</b>	<b>R636 (04)</b>	<b>85,000</b>
CBSA 201 Weston Street Winnipeg, Manitoba R3E 3H4 Att: Receiving Fax: (204) 984-6691	ASFC 8503 201 rue Weston Winnipeg Manitoba R3E 3H4 Att: Réception Télécopier: (204) 984-6691	<b>40,000</b> <b>90,000</b> <b>85,000</b>
Samples 150 Isabella Street 7 <sup>th</sup> floor Ottawa, Ontario K1A 0L8  Kathryn Barber	Échantillons 8515 150 rue Isabella 7 <sup>ième</sup> étage Ottawa ON K1A 0L8  Kathryn Barber	

**PACKING SLIP MUST ACCOMPANY EACH SHIPMENT /**  
**UN FEUILLET D'EMBALLAGE DOIT ACCOMPAGNER CHAQUE ENVOI**

Solicitation No. - N° de l'invitation

47167-145944/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

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



1000315944

File No. - N° du dossier

hs62347167-145944

CCC No./N° CCC - FMS No/ N° VME

**ANNEX D****SPECIMEN ONLY / ÉCHANTILLON SEULEMENT**

<b>Quantity / Quantité</b>	<b>Contractor's Name / Nom du fournisseur</b>	<b>Production Date MM/YYYY / Date de production MM/AAAA</b>
<b>Form Number / N° de formulaire</b>	<b>Contract Number / N° de contrat</b>  X X X X X X X X X X X X X	<b>Language / Langage</b>
<b>Material Number / N° du matériel</b>  X X X X X X X X X X X X X		
<b>Title / Titre</b>		

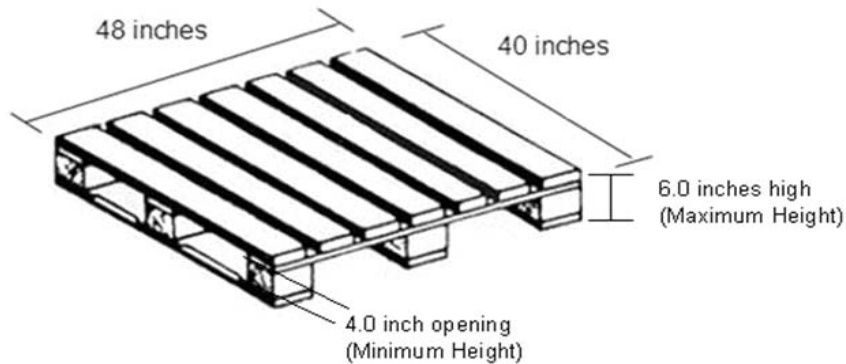
**BAR CODE INFORMATION / INFORMATION DU CODE À BARRES**

<b>Contract Number / N° de contrat</b>	<b>Material Number / N° du matériel</b>

## ANNEX E

### PALLET DIMENSIONS

#### PALLET DIAGRAM - 4-WAY BLOCK DESIGN



#### PALLET SPECIFICATIONS

- Pallets used are to be four-way block style with three (3) 40" lateral runners at the bottom of the pallet – one (1) at each end and one (1) in the middle.
- Critical pallet dimensions are:
  - Length - Longueur = 48.0"
  - Width - Largeur = 40.0"
  - Maximum height - Hauteur maximale = 6.0"
  - Minimum height gap between runners (along width)
- All lateral runners MUST have a 45° slope on all sides for power truck accessibility.
- Pallets used are to be four-way partial or block style with three lateral runners at the bottom of the pallet - one at each end and one in the middle. Spruce wood construction 3" nail, 8 nails per board to sustain weight of 2,500 lbs.
- Industry best practice for skid packaging and safety methods shall be used.
- To prevent damage of the print and/or copy jobs, stacking of pallet is unacceptable.
- Non-returnable pallets are to be used.

Solicitation No. - N° de l'invitation

47167-145944/B

Amd. No. - N° de la modif.

File No. - N° du dossier

hs62347167-145944

Buyer ID - Id de l'acheteur

hs623

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

1000315944

CCC No./N° CCC - FMS No/ N° VME

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**For Delivery Destinations: CRA Locations or CRA Warehouses**

- The pallet including all contents must be a maximum weight of 2,500 lbs and a maximum height of 56".
- The entire pallet must be shrink-wrapped a minimum of two (2) layers.