

**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

Title - Sujet RADIO SET	
Solicitation No. - N° de l'invitation W8482-146158/A	Date 2014-05-30
Client Reference No. - N° de référence du client W8482-146158	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-031-24505	
File No. - N° de dossier 031qd.W8482-146158	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sparkes, Michelle	Buyer Id - Id de l'acheteur 031qd
Telephone No. - N° de téléphone (819) 956-0312 ()	FAX No. - N° de FAX (819) 956-0636
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE FORMATION COMMANDER, HMC DOCKYARD BLDG D-206 DOOR 1 THRU 13 HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE P.O. BOX 99000 STN FORCES MARITIME FORCES ATLANTIC HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER, CFB ESQUIMALT BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 CFB ESQUIMALT, COLWOOD VICTORIA British Columbia V9A7N2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5820-21-920-7249 RADIO SET SERIALIZED ITEM • SPECIAL FEATURES>PORTABLE VHF/AM; POWER SOURCE: 120.0 VOLTS AC, 60.0 HERTZ, SINGLE, 28.0 VOLTS DC, EXTERNAL OR INTERNAL BATTERY; MAJOR COMPONENTS: 1 TRANSCEIVER, 1 AC/DC POWER SUPPLY MODULE AND LINEAR AMPLIFIER, 1 REMOTE CONTROL BOARD WITH RECORDER OUTPUT AND HAND MICROPHONE, 1 MOUNTING PLATE SPECIFICATION/STANDARD DATA>38546-910600, OPT 1 MANUFACTURERS SPECIFICATIONS END ITEM IDENTIFICATION>EXTERNAL NAVAL COMMUNICATION SYSTEM NSCM/CAGE - COF/CAGE: 38546 Part No. - N° de la partie: 910600, OPT 1	W0100	W010B	6	Each	\$XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 5820-21-920-7249 RADIO SET SERIALIZED ITEM • SPECIAL FEATURES>PORTABLE VHF/AM; POWER SOURCE: 120.0 VOLTS AC, 60.0 HERTZ, SINGLE, 28.0 VOLTS DC, EXTERNAL OR INTERNAL BATTERY; MAJOR COMPONENTS: 1 TRANSCEIVER, 1 AC/DC POWER SUPPLY MODULE AND LINEAR AMPLIFIER, 1 REMOTE CONTROL BOARD WITH RECORDER OUTPUT AND HAND MICROPHONE, 1 MOUNTING PLATE SPECIFICATION/STANDARD DATA>38546-910600, OPT 1 MANUFACTURERS SPECIFICATIONS END ITEM IDENTIFICATION>EXTERNAL NAVAL COMMUNICATION SYSTEM	W0100 W2B02 Total	W010B W2B02	0 4 4	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings
4. Trade Agreements
5. Communications Notice

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Preparation of Delivery
14. Shipping Instructions
15. Release Documents - Distribution

16. Consignee

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under the "Line Item Detail" at Page 2 herein.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Trade Agreements

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

5. Communication Notice

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

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

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

1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material
B3000T (2006-06-16) Equivalent Products

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Solicitation No. - N° de l'invitation

W8482-146158/A

Amd. No. - N° de la modif.

File No. - N° du dossier

031qdW8482-146158

Buyer ID - Id de l'acheteur

031qd

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

W8482-146158

CCC No./N° CCC - FMS No/ N° VME

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: One (1) had copy of the Financial Bid; and

Section II: One (1) hard copy of Certifications

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

1.2 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.

1.3 Section I: Financial Bid

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Canadian-based Suppliers:

Bidders who complete the "Vendor/Firm Name and Address" block on page one (1) of this RFP with an address **WITHIN CANADA** (also referred to herein as "Canadian-based suppliers") must quote FIRM unit/lot prices for all items detailed at page 2, as follows:

GST/HST/QST: Extra
Incoterms 2000: Delivery Duty Paid (DDP)

Foreign-based Suppliers:

Bidders who complete the "Vendor/Firm Name and Address" block on page one (1) of this RFP with an address **OUTSIDE OF CANADA** (also referred to herein as "foreign-based suppliers") must quote FIRM unit/lot prices for all items detailed at page 2, as follows:

GST/HST/QST: Extra

Incoterms 2000: Delivery Duty Unpaid (DDU)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.4 Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Financial Evaluation and Evaluation Procedures

1.1 The price of the bid will be evaluated as follows:

- a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

1.2 Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada at noon on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

1.3 Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

1.4 For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

1.5 After the RFP closing date, no amendment to the proposal shall be accepted. However, during the evaluation, Public Works and Government Services Canada may, at its discretion, request clarification in writing.

1.6 Proposals will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids.

1.7 The quality and completeness of the proposals will form the basis of the evaluation. The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidder should not that all MANDATORY requirements are identified specifically with the word "shall", "must", "will" and "mandatory". In the case where a MANDATORY item cannot be or is not complied with, the proposal shall receive no further consideration.

1.8 Compliance with all mandatory provisions of the RFP, including, without limitation, all Annexes, and the term and conditions applicable to any resulting contracts is mandatory. Note the deviations to any mandatory requirement are not acceptable and will render the proposal non-responsive.

Solicitation No. - N° de l'invitation

W8482-146158/A

Amd. No. - N° de la modif.

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031qd

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-146158

031qdW8482-146158

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail" at Page 2 herein.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

3.1 General Conditions

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

4. Term of Contract

4.1 Delivery Date

All the deliverables should be received on or before August 12, 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michelle Sparkes
Public Works and Government Services Canada
Defence and Major Projects Sector (DMPS)
Place du Portage, Phase III, 8C2
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-0312

Facsimile: 819-956-0636

E-mail address: Michelle.Sparkes@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Requisitioning Authority

The Requisitioning Authority for the contract is:

D Mar P 4-3-6
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

Note: The complete details will be filled in at the time of Contract award.

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning 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 Requisitioning Authority; however, the Requisitioning 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 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries and Delivery follow-up

Name:

Organization:

Title:

Telephone:

Facsimile:

E-mail address:

Note: The complete details will be filled in at the time of Contract award.

6. Payment

6.1 Basis of Payment

Canadian contractor only:

For the performance of the Work in accordance with any resulting Contract and its Terms and Conditions, the Contractor shall be paid firm unit prices in Canadian funds, DDP Delivery Duty Unpaid Incoterms 2000, GST/HST/QST Extra, if applicable, shipping / transportation costs included.

Foreign contractor only:

For the performance of the Work in accordance with any resulting Contract and its Terms and Conditions, the Contractor shall be paid firm unit prices in Canadian funds, DDU Delivery Duty Unpaid Incoterms 2000, GST/HST/QST Extra, if applicable, shipping / transportation costs included.

6.2 Limitation of Price

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

6.3 Multiple Payments H1001C (2008-05-12) Method of Payment – Multiple Deliveries

6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes Foreign Suppliers
 C2605C (2008-05-12) Canadian Customs Duty and Sales Tax – Foreign-based Contractor
 C2608C (2012-07-16) Canadian Customs Documentation

7. Invoicing Instructions

- 7.1 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.

Invoices must be distributed as follows:

For Shipment A to Halifax, N.S.:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
 Department of National Defence
 Maritime Forces Atlantic
 P.O. Box 99000, STN Forces
 Halifax, NS B3K 5X5
 Canada
- 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 Requisitioning Authority identified under the section entitled "Authorities" of the contract:

National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Attn:
Phone:
Fax:

Note: The complete details will be filled in at the time of Contract award.

For Shipment B to Esquimalt, B.C.:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence
CFB Esquimalt
Main Warehouse BLDG 66
COLWOOD
Victoria, BC V9A 7N2
Canada

- 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 Requisitioning Authority identified under the section entitled "Authorities" of the contract:

National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Attn:
Phone:
Fax:

Note: The complete details will be filled in at the time of Contract award.

8. Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 _____.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2014-03-01), General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ (*insert date of bid*)

11. Defence Contract

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

12. SACC Manual Clauses

B7500C (2006-06-16)	Excess Goods
C2800C (2013-01-28)	Priority Rating
C2801C (2011-05-16)	Priority Rating – Canadian Contractors
D2000C (2007-11-30)	Marking
D2001C (2007-11-30)	Labelling
D2025C (2013-11-06)	Wood Packaging Materials
D5545C (2010-08-16)	ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code C)
D6010C (2007-11-30)	Palletization
D9002C (2007-11-30)	Incomplete Assemblies
G1005C (2008-05-12)	Insurance

13. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packing Specifications D-LM-008-036/SF-000, Department of National Defence's Minimum Requirement for Manufacturer's Standard Pack.

The Contractor must package all items in quantities 1 per unit pack.

The Contractor must stamp the manufacturer's serial number on each item.

14. Shipping Instructions

Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. Canada will bear the costs of the import license, pay duties, taxes and any other official charges payable upon importation.

15. Release Documents - Distribution

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters

Mgen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A 0K2

Attention: _____

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration

National Defence Headquarters

Mgen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

16. Consignee

Delivery address for Shipment A:

Solicitation No. - N° de l'invitation

W8482-146158/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

031qd

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

W8482-146158

File No. - N° du dossier

031qdW8482-146158

CCC No./N° CCC - FMS No/ N° VME

Formation Commander
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS
B3K 5X5, Canada
Attn:
Telephone:

Delivery address for Shipment B:

Base Commander
CFB Esquimalt
Bldg 66 Colwood
Victoria, BC
V9A 7N2, Canada
Attn:
Telephone: