



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet BUFFER	
Solicitation No. - N° de l'invitation W8482-178440/A	Date 2016-05-09
Client Reference No. - N° de référence du client W8482-178440	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-035-25837	
File No. - N° de dossier 035ml.W8482-178440	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-25	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: Tinkess, Dianne	Buyer Id - Id de l'acheteur 035ml
Telephone No. - N° de téléphone (819) 420-2901 ()	FAX No. - N° de FAX (819) 956-0897
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

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
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 PO BOX 99000, STN FORCES CUST SERV DIV, BLDG D-206, 2ND FL HALIFAX Nova Scotia B3K5X5 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER, CFB ESQUIMALT BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 2010-21-900-1996 BUFFER NSCM/CAGE - COF/CAGE: U4076 Part No. - N° de la partie: 3542213	W0100	W8482	7	SE	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 2010-21-900-1996 BUFFER SHELF LIFE/BATCH MANAGED ITEM NSCM/CAGE - COF/CAGE: U4076 Part No. - N° de la partie: 3542213	W2B02	W8482	5	SE	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT - BID	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2 SUBMISSION OF BIDS.....	2
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	4
4.1 EVALUATION PROCEDURES.....	4
4.2 BASIS OF SELECTION – MULTIPLE ITEMS.....	5
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	5
5.1 CERTIFICATIONS REQUIRED WITH THE BID	5
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	5
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT - CONTRACT.....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT	7
6.5 AUTHORITIES	7
6.6 PAYMENT	8
6.7 INVOICING INSTRUCTIONS	9
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	10
6.9 APPLICABLE LAWS.....	10
6.10 PRIORITY OF DOCUMENTS	10
6.11 SACC MANUAL CLAUSES	11
6.12 SHELF LIFE	11
6.13 ADDITIONAL PACKAGE MARKINGS – IDENTICAL	11
6.14 PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000.....	11
6.15 SHIPPING INSTRUCTIONS – DELIVERY AT DESTINATION	11

Solicitation No. - N° de l'invitation
W8482-178440/A
Client Ref. No. - N° de réf. du client
W8482-178440

Amd. No. - N° de la modif.
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Requirement - Bid

The requirement is detailed under the "Line Item Detail".

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 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](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material – Bid
B3000T (2006-06-16) Equivalent Products

2.2 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.

Solicitation No. - N° de l'invitation
W8482-178440/A
Client Ref. No. - N° de réf. du client
W8482-178440

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035ml. W8482-178440

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

2.2.1 Delivery

While delivery is requested by 6 June 2016, the best delivery that could be offered is _____.

2.3 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 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.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (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) (<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

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

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Financial Evaluation Criteria

Evaluation of Price – Canadian / Foreign Bidders

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.
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 in effect 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.

3. Although Canada reserves the right to award the Contract either on an FCA Free Carrier Contractor facility or DDP destination, Canada requests that bidders provide prices FCA Free Carrier Contractor facility or shipping point and DDP destination. Bids will be assessed on a DDP destination basis.
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.

4.2 Basis of Selection – Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract..

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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/politiquepolicy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

Solicitation No. - N° de l'invitation
W8482-178440/A
Client Ref. No. - N° de réf. du client
W8482-178440

Amd. No. - N° de la modif.
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035ml. W8482-178440

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CCC No./N° CCC - FMS No./N° VME

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy, the Bidder must provide the required documentation, as applicable.

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html>), the Bidder 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 - 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (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 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

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide the items detailed under the "Line Item Detail".

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received by_____.

6.5 Authorities

6.5.1 Contracting Authority - 1

The Contracting Authority for the Contract is:

Jean-François Laprise
Supply Specialsit
Public Works and Government Services Canada
Acquisitions Branch
Marine Systems Directorate
Place du Portage, Phase III -6C2
11 Laurier St.
Gatineau, QC
K1A 0S5
Telephone: 819-420-2902
Facsimile: 819-956-0897
E-mail address: Jean-francois.laprise@tpsgc-pwgsc.gc.ca

Solicitation No. - N° de l'invitation
W8482-178440/A
Client Ref. No. - N° de réf. du client
W8482-178440

Amd. No. - N° de la modif.
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035ml. W8482-178440

Buyer ID - Id de l'acheteur
035ml
CCC No./N° CCC - FMS No./N° VME

Contracting Authority - 2

The Contracting Authority for the Contract is:

Dianne Tinkess
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Marine Systems Directorate
Place du Portage, Phase III -6C2
11 Laurier St.
Gatineau, QC
K1A 0S5
Telephone: 819-420-2901
Facsimile: 819-956-0897
E-mail address: Dianne.Tinkess@tpsgc-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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

The Project 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 Project Authority, however the Project 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.

6.5.3 Contractor's Representative

Name: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Prices

Solicitation No. - N° de l'invitation
W8482-178440/A
Client Ref. No. - N° de réf. du client
W8482-178440

Amd. No. - N° de la modif.
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035ml. W8482-178440

Buyer ID - Id de l'acheteur
035ml
CCC No./N° CCC - FMS No./N° VME

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 the Line Item Detail. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.3 Limitation of Price

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

6.6.4 Method of Payment

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

6.6.5 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor
C2801C (2014-11-27) Priority Rating – Canadian-based Contractors

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be submitted on the supplier's own invoice form and must be prepared to show:
 - (a) The date
 - (b) Name and address of the consignee
 - (c) Item number, quantity, part number, reference number and description
 - (d) Contract number.
3. Invoices must be distributed as follows:
 - (a) The original and one (1) copy of all invoices must be forwarded to the appropriate consignee.
 - i. Halifax
Maritime Forces Atlantic
Accts Payable Bldg. S-90, Room 334
2686 Sextant Lane, Stadacona
PO Box 99000 Stn Forces
Halifax, NS B3K 5X5
 - ii. Esquimalt
Dept of National Defence
CFB Esquimalt
Base Logistics
Stn Forces PO Box 17000
Victoria BC

V9A 7N2

(b) One (1) copy to:

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

Attention: D Mar P 4-3-2-5

(c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

4. Payment will only be made on receipt of satisfactory invoices duly supported by specific release documents and/or other documents called for under this document. Invoices are not be submitted prior to shipment of materiel.
5. If payment is to be made to an address other than the address on the cover page of the contract, it is to be clearly identified within the body of the contract as the "Remit to" address. This address should include the following:

Company name
Full Address
City
Province/State
Postal/Zip Code

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (The contracting authority will insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

6.10 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 general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Requirement; and
- (d) the Contractor's bid dated _____ (The contracting authority will insert the date of submission).

6.11 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods
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)
D6009C (2013-04-25) Shipping Instructions - Delivery and Destination Schedules Unknown
D6010C (2007-11-30) Palletization
D9002C (2007-11-30) Incomplete Assemblies

6.12 Shelf Life

The Contractor must ensure that item(s) 001 & 002 will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

6.13 Additional Package Markings – Identical

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for all items.
 - a. Specification number;
 - b. Manufacturer's name;
 - c. Drawing number;
 - d. Cure date of rubber components;
 - e. Expiration date of shelf life.
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

6.14 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 001 and 002 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 001 and 002 in quantities of 1 by package.

6.15 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- a. Free on Board (Destination) common carrier HMC Dockyard, Halifax, NS and CFB Esquimalt, Victoria BC for shipments from the United States government; or
- b. Delivered Duty Paid (DDP) HMC Dockyard, Halifax, NS and CFB Esquimalt, Victoria BC Incoterms 2000 for shipments from a commercial contractor.