



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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Weapons Systems Division/Division des systèmes
d'arme
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Cleaning kits for C6,7,8 & 9 weapon		
Solicitation No. - N° de l'invitation W8486-152583/A		Date 2017-03-27
Client Reference No. - N° de référence du client W8486-152583		Amendment No. - N° modif. 001
File No. - N° de dossier 014bm.W8486-152583	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-014-26246		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2017-03-27
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-12		Time Zone Fuseau horaire Eastern Standard Time EST
Address Enquiries to: - Adresser toutes questions à: Bailey (bm div.), Pamela		Buyer Id - Id de l'acheteur 014bm
Telephone No. - N° de téléphone (819) 420-1739 ()		FAX No. - N° de FAX (819) 956-5650
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Amendment 001 to W8486-152583 is raised to include the Terms and Conditions portion of the Request for Standing Offer that were mistakenly omitted

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and any other annexes.

1.2 Summary

- 1.2.1** The Department of National Defence has a requirement for a Standing Offer for the provision of weapon cleaning kits in support of the C 6, 7, 8 and 9 fleet of weapons. The Standing Offer is for a period of 3 years with an option for 2 additional one year periods, deliveries will be made to Canadian Forces Supply Depots, Montreal and Edmonton.
- 1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer - 2 hard copies;

Section II: Financial Offer - 1 hard copy;

Section III: Certifications – 1 hard copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

In their technical offer, Offerors must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer and provide pricing for each item in accordance with Annex A, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The Bidder must provide samples of all the items, transportation charges prepaid, and without charge to Canada as part of their proposal. The samples submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the samples do not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Bidder must provide one sample of each item listed at Annex A as part of their bid, transportation charges prepaid, and without charge to Canada. The samples submitted by the Bidder must conform to the specifications in accordance with Annex B and will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to provide, the bid will be declared non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors

The price of the offer will be evaluated as follows:

1. (a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- (b) foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers 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 RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Canada requests that offerors provide prices DDP, Duty Delivery Paid. Offers will be assessed on a DDP destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria in accordance with Annex B to be declared responsive. The responsive offer with the lowest evaluated price for the aggregate of all items will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, if some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award of Standing Offer 2017 to 2020.

Option Year One 2020-2021

Option Year Two 2021-2022

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Pamela Bailey
Contracting Officer
E: pamela.bailey@pwgsc.gc.ca
Defence and Major Projects Sector (DMPS).
Public Services and Procurement Canada
Place du Portage, Phase III, 11, rue Laurier Street, Gatineau, QC K1A 0S5
Government of Canada
New phone 819-420-1739

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer will be identified upon award of the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Procurement Authority

The Procurement Authority for the Standing Offer will be identified upon award of the Standing Offer.

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.

6.5.4 Offeror's Representative

Individual responsible for Delivery/Invoicing/Technical matters;

Name: _____

Title : _____

Organisation: _____

Address : _____

Téléphone : ____-____-____

Email : _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence, DLP 3-1.

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

Individual Call-ups in excess of \$400,000.00 made pursuant to this Standing Offer must be approved by the PSPC Contracting Authority

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Basis of Payment ;
- e) Annex B, Drawings and Specifications;
- f) Annex C, Department of National Defence Minimum Requirements for Manufacturers Standard Pack;
- g) Annex D, Packaging Requirements
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.3 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

6.4 Payment

6.4.1 Method of Payment

H1001C (2008-05-12) Multiple Payments

6.5 SACC Manual Clauses

C2611C (2007-11-30) Customs Duties - Contractor Importer

6.6 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex A. 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.

6.6.1 Limitation of Price

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

6.7 Invoicing Instructions

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:

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

To be provided upon award of the Standing Offer

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

one (1) copy must be forwarded to the Procurement Authority.

6.8 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

6.9 SACC Manual Clauses

A9006C (2012-07-16) Defence Contract
B7500C (2006-06-16) Excess Goods
C2801C (2014-11-27) Priority Rating – Canadian Contractors
D5510C (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5545C (2010-08-16) ISO 9001:2008 – Quality Management systems – Requirements (Quality Assurance Code C
D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor
D5606C (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor
D9002C (2007-11-30) Incomplete Assemblies
D6010C (2007-11-30) Palletization

6.10 Delivery, Inspection and Acceptance

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

The Contractor must package all items in accordance with Annex D, Packaging Requirements.

6.11 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the 942 Call up Against a Standing Offer and delivered:

Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial contractor.

6.12 Consignees

7 CFSD - RECEIPTS SECTION
195 AVE & 82 ST - Bldg. 236
Edmonton, AB
T5J 4J5

25 CFSD
6262 Notre Dame East
Montreal, QC
H1N 3V9

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List of Annexes

Annex A – Basis of Payment

Annex B – Drawings and Specifications

Annex C – Department of National Defence Minimum Requirements For Manufacturer's Standard Pack

Annex D – Packaging Requirements

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