



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**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

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

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

Title/Titre OSVR - Cargo Loader Spare Parts		Solicitation No – N° de l'invitation W8476-185691/A	
Date of Solicitation – Date de l'invitation 2017-08-10			
Address Enquiries to – Adresser toutes questions à Andrew Aleinik			
Telephone No. – N° de téléphone 819-939-7343		FAX No – N° de fax 819-997-9099	
Destination Specified Herein Précisé dans les présentes			

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

**Solicitation Closes –
L'invitation prend fin**

At – à :
14 :00 HRS (EDT)

On - le :
2017-09-19

Delivery required - Livraison exigée		Delivery offered - Livraison proposée	
Vendor Name and Address - Raison sociale et adresse du fournisseur			
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)			
Name/Nom _____		Title/Titre _____	
Signature _____		Date _____	

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PART 1 - GENERAL INFORMATION**1.1 Security Requirements**

There is no security clearance related with this bid.

1.2 Requirement

The requirement is detailed in Annex "A", Line Item Details.

1.3 Comprehensive Land Claims Agreement(s)

Not applicable.

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

Not applicable.

1.5 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.

1.6 National Security Exception

Not applicable.

1.7 Trade Agreements

The requirement is subject to the provisions of the following trade agreements:

- The Canadian Free Trade Agreement (CFTA)
- The North American Free Trade Agreement (NAFTA)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement (CCOFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Panama Free Trade Agreement (CPAFTA)
- Canada-Peru Free Trade Agreement (CPFTA)

1.8 Canadian Content

Not applicable.

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 (2017-04-27) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20, Further Information is deleted in its entirety.
- c) Section 05, Submission of Bids – Subsection 3 is deleted.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services – Non-Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Effective Date
A9033T	Financial Capability	2012-07-16
B1000T	Conditions of Material	2014-06-26

2.2 Submission of Bids

- a) Bids must be submitted ONLY TO THE Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Email proposal not accepted.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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 sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certification (1 hard copy)

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

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 fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo-tangs 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 as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) to 7 Canadian Forces Supply Depot Edmonton (7 CFSD) and 25 Canadian Forces Supply Depot Montreal (25 CFSD) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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

Bids must be submitted in Canadian dollars.

3.1.1 Pricing - Multi-Item Bid Solicitation

Bidders **do not have to** quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical NATO Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising, in writing, the Contracting Authority.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.2.1 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.

3.2 Delivery Offered

While delivery is requested as indicated above, the best delivery date that could be offered is _____.

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 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- a) Technical compliance herein;
- b) Bids must be submitted for all destinations per NSN.

4.1.2 Financial Evaluation

4.1.2.1 Price Basis

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (Destination) at CFSD Montreal and CFSD Edmonton Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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 per Nato Stock Number* 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 otherwise specified, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide 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.

5.2.1 Condition of material 2010A 05 (2008-05-12)

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity.html>).

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

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under Annex "A" - Line item details.

6.2.1 SACC Manual

SACC Reference	Section	Date
B7500C	Excess goods	2006-06-16

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.

Section 01 (2016-04-04) Interpretation

Delete: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

Insert: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating – Canadian Contractors	2014-11-27

6.4 Term of Contract

6.4.1 Required Delivery Date

All the deliverables must be received on or before March 31st 2017.

6.4.2 Delivery Date

All the deliverables must be received on or before **(To be inserted at Contract Award)**

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title:
 Organization:
 Address:
 Telephone: (xxx) xxx-xxxx
 E-mail address:

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 Technical Authority

The Technical Authority for the Contract is:

The Technical Authority for the Contract is: *(To be inserted at Contract Award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ___ - ___ - ____
 Facsimile: ___ - ___ - ____
 E-mail: _____.

The Technical Authority named above 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.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: *(To be inserted at Contract Award)*

General enquiries

Name: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

Delivery follow-up

Name: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex A for a cost of \$_____ *(insert the amount at contract award)*, in Canadian Dollars. 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.

6.6.2 SACC Manual Clauses

SACC Reference	Section	Effective Date
<u>H1001C</u>	Multiple Payments	2008-05-12

6.6.3 Electronic Payment of Invoices – Contract *(To be inserted at Contract Award)*

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

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

6.6.4 SACC Manual Clause

SACC Reference	Section	Effective Date
<u>G1005C</u>	Insurance - No Specific Requirement	2016-01-28

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.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
 - b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
 3. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
 - b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

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

- a) The Articles of Agreement;
- b) The general conditions 2010A (2016-04-04);
- c) Annex "A" Line Item Details List Requirement.
- d) The Contractor's bid dated _____, as clarified on _____.

6.11 Defence Contract

SACC Reference	Section	Date
A9006C	Defense Contract	2012-07-16

6.12 Quality Assurance

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems – Requirements (Quality Assurance Code C)	2010-08-16
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2014-06-26
D5515C	Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor	2010-01-11

6.13 NATO Commercial and Government Entity Code (NCAGE)

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- a) Terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith So pay) all re-procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- b) Retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

6.14 Shipping Instructions - Delivery at Destination

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D9002C	Incomplete Assemblies	2007-11-30

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

6.15 FOR ALL ITEMS:

Delivery Duty paid (DDP) to Montreal QC / Edmonton AB (full address in line items detail and below) Inco terms 2000 for shipments from a commercial contractor.

6.16 Preparation for Delivery (DND)

The Contractor must prepare the following items for delivery in accordance with the latest issues of the following Canadian Forces packaging specifications:

For Items 016 and 017

- a) D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers;

For Items 046 to 061

- b) D-LM-008-026/SF-001, Gaskets or Seals (Rubber Natural/Synthetic, Cork, Asbestos Or Leather);

6.17 Preparation for Delivery

The Contractor must prepare item number(s) **001 to 015, 018 to 023, 026 to 045, and 062 to 073** 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 number(s) **001 to 023, and 026 to 075** in quantities of one (1) by package.

6.18 Shipping – Scheduling (DND)

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- a) 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: 780-973-4011, ext. 4524

- b) 25 CF Supply Depot Montreal
Montreal, Quebec
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

ANNEX "A" – Line Item Details List

Document attached separately: Annex "A" – Line Item Details List.

ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, Clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment on invoices

The Bidder accepts any of the following Electronic Payment Instrument(s):

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