



**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

any reference to FOB is interpreted as DDP

Title - Sujet C17 INITIAL SPARE PARTS	
Solicitation No. - N° de l'invitation W8475-165264/B	Date 2016-05-18
Client Reference No. - N° de référence du client W8475-165264	
GETS Reference No. - N° de référence de SEAG PW-\$\$BF-136-25849	
File No. - N° de dossier 136bf.W8475-165264	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Seto, Helen	Buyer Id - Id de l'acheteur 136bf
Telephone No. - N° de téléphone (873) 469-3320 ()	FAX No. - N° de FAX () -
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

Airframes / Aero Engines R&O Division / Division de la
réparation de la révision des cellules et des moteurs
11 Laurier St. / 11, rue Laurier
8C1, 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
D - 1	429 SQN, 8 WG TRENTON MAJOR EQUIPMENT SECTION 8 WING SUPPLY TRENTON 46 PORTAGE DR, BLDG 162 TRENTON ON K0K 3W0 CANADA	W847A	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. NDHQ-DGMPD (AIR) 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
24	KFW-250 SPARE FILTER KIT	D - 1	W847A	30	Each	\$	\$		See Herein	
25	KFP-250 SPARE FILTER KIT	D - 1	W847A	30	Each	\$	\$		See Herein	
26	03-075 SPARE FILTER KIT	D - 1	W847A	30	Each	\$	\$		See Herein	
27	03-096 SPARE FILTER KIT	D - 1	W847A	30	Each	\$	\$		See Herein	
29	TRAINING/TRAVEL/LIVING EXPENSE TRE NTON	D - 1	W847A	1	Each	\$	\$		See Herein	
30	NSN - NNO: 4930-01-652-1200 TANK & PUMP UNIT, LIQUID DISPENSIN G, PORTABLE NSCM/CAGE - COF/CAGE: 1MR39 Part No. - N° de la partie: SL250-24 OPTION H	D - 1	W847A	1	Each	\$	\$		See Herein	
31	NSN - NNO: 4930-01-652-1195 TANK & PUMP UNIT, LIQUID DISPENSIN G, PORTABLE NSCM/CAGE - COF/CAGE: 1MR39 Part No. - N° de la partie: SL250-24 OPTION C	D - 1	W847A	1	Each	\$	\$		See Herein	



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
32	NSN - NNO: 4930-01-652-1197 TANK & PUMP UNIT, LIQUID DISPENSIN G, PORTABLE NSCM/CAGE - COF/CAGE: 1MR39 Part No. - N° de la partie: SL250H-24 OPTION H	D - 1	W847A	1	Each	\$	\$		See Herein	
33	NSN - NNO: 4930-01-652-1198 TANK & PUMP UNIT, LIQUID DISPENSIN G, PORTABLE NSCM/CAGE - COF/CAGE: 1MR39 Part No. - N° de la partie: SL250H-24 OPTION C	D - 1	W847A	1	Each	\$	\$		See Herein	
35	USER&MAINTENANCE MANUAL - LINE 30	D - 1	W847A	1	Each	\$	\$		See Herein	
36	USER&MAINTENANCE MANUAL - LINE 31	D - 1	W847A	1	Each	\$	\$		See Herein	
37	USER&MAINTENANCE MANUAL - LINE 32	D - 1	W847A	1	Each	\$	\$		See Herein	
38	USER&MAINTENANCE MANUAL - LINE 33	D - 1	W847A	1	Each	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Requirement

The requirement is detailed under the "Line Item Detail" and Part 6 – Resulting Contract.

1.3 Trade Agreements

This 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).

1.5 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.

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-andguidelines/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.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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 sections as follows:

- 3.1.1: Technical Bid (1 hard copy)
- 3.1.2: Financial Bid (1 hard copy)
- 3.1.3: Certifications and Additional Information (1 hard copy)

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green

Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

3.1.1 Technical Bid

3.1.1.1 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

3.1.1.2 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial And Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example,

if a bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement for the Contractor to provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
 I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.

2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - c. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
 - d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or

- e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
- i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

3.1.1.3 Controlled Goods Program- Bid

1. As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

- a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

3.1.2 Financial Bid

Bidders must submit firm prices for all items listed in the Line Item Details.

3.1.2.1 SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation

3.1.3 Electronic Payment of Invoices – Bid

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

If Annex “C” 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.

3.1.4 Certifications and Additional Information

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

One (1) contract will be awarded based on the results of the financial evaluation.

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 Mandatory Technical Criteria

In order to be responsive, the bidder must provide the part number detailed in the Line Item detail. Bidders proposing substitute products will be considered non-compliant. Bidders proposing items must provide airworthiness documentation as described in 5.1.3 for each item proposed.

4.1.2 Financial Evaluation

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

5.1.2 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.

5.1.3 Military Aviation Replacement Parts - Airworthiness Documentation

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied as per article 3.1.1.2:

Item #	Document Description

PART 6 - RESULTING CONTRACT CLAUSES

Solicitation No. - N° de l'invitation
PW-\$\$
Client Ref. No. - N° de réf. du client
W8475-165264

Amd. No. - N° de la modif.
File No. - N° du dossier
W8475-165264/B

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

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. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

6.1.2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC.

6.1.3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.

6.1.4. The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
- b) Industrial Security Manual (Latest Edition).

6.2 Statement of Requirement

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

6.2.1 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

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.

6.3.2 Integrity Provisions - Contract

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website [at http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).

6.4 Term of Contract

6.4.1 Delivery Date

Solicitation No. - N° de l'invitation
PW-\$\$
Client Ref. No. - N° de réf. du client
W8475-165264

Amd. No. - N° de la modif.
File No. - N° du dossier
W8475-165264/B

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

All the deliverables should be received **after** 02 July 2016 and must be received before 31 March 2017.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carolyn Marcichiw
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: LAEPSS
Address: 8C1-67, 11 Laurier Ave, Gatineau, QC K1A 0S5

Telephone: 819-956-0143
Facsimile: 819-956-9110
E-mail address: Carolyn.marcichiw@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 Procurement Authority

The Procurement Authority for the Contract is:

_____ (Name of Procurement Authority)

_____ (Title)

_____ (Organization)

_____ (Address)

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

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.

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

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Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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 firm unit price(s) as specified in the line item details for a total cost of \$ _____. 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.6.5 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 distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.
Procurement Authority DAP 4-3-3
101 Colonel By Drive,
Ottawa, ON
 - 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 consignee.

6.6.6 Electronic Payment of Invoices – Contract

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)

6.7 Certifications

6.7.1 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.

6.8 Applicable Laws

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

6.9 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](#) (2015-07-03);
- (c) Annex A, Line Item Detail;
- (d) Annex B Certifications
- (e) the Contractor's bid dated _____

6.10 Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

6.11 Delivery

6.11.1 Preparation for Delivery – United States- based Contractor

1. Preservation and packaging for items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.11.2 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for items must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Req'd must be in accordance with D-LM-008-011/SF-001.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.11.3 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:
2. Free on Board (Destination) common carrier 429 Squadron, 8 Wing Trenton, 10 North Star Dr., Astra, ON K0K 3W0 for shipments from the United States government.

6.11.4 Controlled Goods Program – Contract (Applicable to Items 16, 17)

1. As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#)
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP. Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

6.11.5 Controlled Goods (Applicable to Items 16, 17)

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

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6.11.6 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) (Applicable to Items 4, 6 and 9)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

6.11.7 Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor (Applicable to line items 4, 6 and 9)

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7224 or 902-427-7150

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Quebec - Montreal 514-732-4410 or 514-732-4477
Quebec - Quebec City 418-694-5998, ext. 5996
National Capital Region - Ottawa 819-939-0168
Ontario - Toronto 416-635-4404, ext. 6081 or 2754
Ontario - London 519-964-5757
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
Alberta - Calgary 403-410-2320, ext. 3830
Alberta - Edmonton 780-973-4011, ext. 2276
British Columbia - Vancouver 604-225-2520, ext. 2460
British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

6.11.8 Release Documents (Department of National Defence) - United States-based Contractor

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

6.11.9 Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel BY Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

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The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

6.12 Military Aviation Replacement Parts - Airworthiness Documentation (Applicable to)

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

Item #	Document Description

6.13 Requirements and Authorized Materials for Painting and Repainting AMSE (Applicable to Items 4, 6 and 14)

1. AMSE being completely repainted shall be finished with Chemical Agent Resistant Coating (CARC), specification MIL-DTL-64159, Type II on the exterior and Epoxy MIL-C-22750 for the interior.

Authorized Colours

2. Unless otherwise designated/indicated in subsequent paragraphs, AMSE used on or near the flight line (including equipment being used in hangars) shall be painted green, FED-STD-595 colour 34094, externally and white, FED-STD-595 colour 17925 internally. The authorized colour for equipment used in the handling of Phosphate Ester type hydraulic fluid is blue, FED-STD-595 colour 15052. Apply all applicable markings utilizing Chemical Agent Resistant Polyurethane Coating FED-STD-595 black 37030.

Primers

3. Specification; MIL-DTL-0053022, Type II. Primer, Epoxy coating, Corrosion Inhibiting, Lead and Chromate Free; **OR**
Specification; MIL-PRF-23377, Type I, Class C2. Primer Coatings, Epoxy, High-Solids.

Thinner

4. Specification; MIL-T-81772, Type II. Thinner, Aircraft Coating

6.14. SACC Manual Clauses

SACC Manual Clause A0301C (2007-05-25) Military Aviation Replacement Parts - Maintenance of Records
SACC Manual Clause B7500C (2006-06-16) Excess Goods
SACC Manual Clause C2611C (2007-11-30) Customs Duties- Contractor Importer
SACC Manual Clause D0050C (2007-11-30) End User Certificate
SACC Manual Clause D2000C (2007-11-30) Marking
SACC Manual Clause D2001C (2007-11-30) Labelling
SACC Manual Clause D2025C (2013-11-06) Wood Packaging Materials
SACC Manual Clause D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor

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SACC Manual Clause D5606C (2012-07-16) Release Documents (Department of National Defence) -
Canadian-based Contractor

SACC Manual Clause D6010C (2007-11-30) Palletization

SACC Manual Clause D9002C (2007-11-30) Incomplete Assemblies

SACC Manual Clause B1202C (2007-05-25) Age Control of Elastomeric Materials

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ANNEX "A"
Statement of Work

Statement of Work

Training to the Royal Canadian Air Forces (RCAF) On the Portable Fluid Dispenser Usage and Maintenance On the C-17 Globemaster III Aircraft.

1.0 SCOPE

1.1 **Purpose.** The purpose of this Statement Of Work (SOW) is to define training requirements to support the Royal Canadian Air Forces (RCAF) technicians on the operation and required maintenance for the Portable Fluid Dispenser used on the C-17 Globemaster III.

1.2 **Background.** The RCAF through 429 Squadron personnel operates and maintains five (5) C-17 Globemaster III aircraft at Canadian Forces Base (CFB) Trenton, Ontario, Canada. The following equipment was procured to support RCAF technicians for the C17 aircraft maintenance:

a) Portable Fluid Dispenser SL250-24 and SL250H-24

- Option H MIL-L-23699, NSN 4930-01-652-1200

Including Starline options (91) tank heater system, (92) IDG coupler with dust plug,(93) starter / spline extension hose, (108) volume on hose end and (952) waste container 2 gallons

- Option C MIL-PRF-83282, NSN 4930-01-652-1195

Including Starline options (91) tank heater, (103) 3 micron absolute filter, (108) volume on hose end and (952) waste container 2 gallons

- Option H MIL-L-23699, NSN 4930-01-652-1197

Including Starline options (91) tank heater, (92) IDG coupler with dust plug,(93) starter / spline extension hose, (108) volume on hose end and (955) waste container 5 gallons

- Option C MIL-PRF-83282, NSN 4930-01-652-1198

Including Starline options (91) tank heater system, (103) 3 micron absolute filter, (108) volume on hose end and (955) waste container 5 gallons

b) Spare Filter Kit

- KFW-250
- KFP-250
- 03-075,
- 03-096

1.3 Time, Location and Method.

- a) The training will take place at a time agreed upon between the Contractor and the Technical Authority (TA).
- b) The training will take place at 429 (T) Squadron (1 Hangar), 76 Westwin Ave, Astra, Ontario, K0K 3W0. 429 Squadron and the squadron will provide a classroom.

c) The training will be conducted in person at the location stated in paragraph b.

1.3 Class size
Anticipated number of participants for the in-class training is between 10 and 15.

2.0 REQUIREMENTS

2.1 Tasks.

a. The Contractor must provide training on the use of the equipment listed at paragraph 1.2. The training must include, but not limited to:

- Operating Instructions;
- Maintenance Instructions;
- Calibration Instructions (if applicable);
- All safety procedures to minimize the risk of injuries to technicians and damage to the aircraft;
- Oil change recommendation under normal operating conditions;
- Outlining unit's features, such as, but not limited to:
 - Battery operating and specifics;
 - Recharging of the unit;
 - Towing of the unit;
 - Tank capacity, level gauge, and relief valve;
 - Hose length and utilization;
 - Flow rate and fluid shut off valve;
 - Mechanical flow meter;
 - Fill connections both hydraulic and oil;
 - Filtration and replacement;
 - Fluid type; and
- Answering queries from the technicians relating to the items listed in 1.2.

3.0 DELIVERABLES

3.1 The contractor must submit to the TA, one week after contract award the following:

- a) a proposal of tentative dates for the in-class training;
- b) an agenda for the in-class training;

3.2 The contractor must deliver the required in-class training necessary to instruct the RCAF on the safe operation and maintenance of the equipment, as detailed in the paragraph 1.2.

3.3 The Contractor must provide training material, such as presentation material used in the delivery of the course, reference material, and any other relevant documents.

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ANNEX "B"

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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)

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ANNEX "D" SRCL