



**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

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet MULTI DESKTOP CHARGER FOR PUMA T3		
Solicitation No. - N° de l'invitation W8482-178441/A		Date 2016-06-07
Client Reference No. - N° de référence du client W8482-178441		
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-032-25870		
File No. - N° de dossier 032qd.W8482-178441		CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-27		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: Tessier(032qd), Sebastien		Buyer Id - Id de l'acheteur 032qd
Telephone No. - N° de téléphone (819) 420-1756 ()		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

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	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Statement of Requirement

The requirement is detailed under the Annex A – Statement of Requirement and Basis of Payment.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SAAC Manual Clauses

B1000T (2014-06-26) Condition of Material – Bid
C5200T (2010-01-11) Transportation Costs Information

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

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

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

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.

3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: One (1) hard copy of the Technical Bid;
- Section II: One (1) hard copy of the Financial Bid; and
- Section III: One (1) hard copy of Certifications

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

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>)

To assist Canada in reaching its objectives, bidders should:

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

2. 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.

2.1 Equivalent Products

2.1.1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a) designates the brand name, model and/or part number of the substitute product;
- b) states that the substitute product is fully interchangeable with the item specified;
- c) provides complete specifications and descriptive literature for each substitute product;
- d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and

- e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.2 Replaced Part Numbers issued by the OEM

2.2.1 Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:

- a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b) all required technical information (as detailed in Part 3, Section I, 1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

2.3 Request for Additional Information

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex A - Statement of Requirement and Basis of Payment.

4. Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including financial evaluation.
- b. In order to be deemed responsive, bidder's proposals must comply with all General Conditions as laid out in the 2030 (2016-04-04), General Conditions – Goods (Higher Complexity) and Supplemental General Conditions associated with this RFP.
- c. An evaluation team composed of representatives of Canada will evaluate the proposals.

1.1 Technical Evaluation

- 1.1.1 Compliance with all of the mandatory provisions of the RFP, including all Annexes is mandatory. Note that deviations to any mandatory requirement are not acceptable and will render the proposal non-responsive.
- 1.1.2 The quality and completeness of the proposals will form the basis of the evaluation. The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word "shall", "must", "will", "mandatory".

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- 1.2.1 Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- 1.2.2 The financial proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.
- 1.2.3 Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

2. Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1 Certifications Required with the Bid

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

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) (<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.

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.

2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Requirement

The requirement is detailed under the Annex A – Statement of Requirement and Basis of Payment.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

3.2 Supplemental General Conditions

3.2.1 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance excluding the following articles;

- Part IV - Additional Conditions: Lease
- Part V - Additional Conditions: Maintenance

3.2.2 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

4. Term of Contract

4.1 Delivery Date

The Contractor should make the delivery as follows:

Item 001: should be delivered on or before _____ *(Date to be inserted by the Contracting Authority at time of contract award.)*

Item 002: should be delivered on or before _____ *(Date to be inserted by the Contracting Authority at time of contract award)*

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sebastien Tessier

Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector (DMPS)

Place du Portage, Phase III, 11Laurier Street, Gatineau, QC K1A 0S5
Government of Canada
Telephone: (819) 956-1086
Facsimile: (819) 953-4510
E-mail address: Sebastien.Tessier@pwgsc-tpsgc.gc.ca

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

5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted at Contract award)

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the financial and technical content of the Work under the Contract. Technical matters may be discussed with the Procurement Authority; however the Procurement Authority has no authority to authorize changes to the scope of the Work or the pricing in the Basis of Payment (Annex A). Changes to the scope of the Work or the Basis of Payment can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (To be inserted at Contract award)

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

5.4 Contractor's Representative

To be inserted at Contract award.

Bidders to provide name, title, telephone number and email address.

6. Payment

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 price firm price(s), as specified in Annex A Statement of Requirement and Basis or Payment for a 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.

6.2 SACC Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor
H1001C (2008-05-12) Multiple Payments

7. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access
A9006C (2010-07-16) Defense Contract
B4042C (2008-05-12) Identification Marking
B7500C (2006-06-16) Excess Goods
C2800C (2013-01-28) Priority Rating
C2801C (2014-11-27) Priority Rating – Canadian-based Contractors
D0050C (2007-05-25) End User Certificate
D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labeling
D2025C (2013-11-06) Wood Packaging Materials
D9002C (2007-11-30) Incomplete Assemblies
G1005C (2008-05-12) Insurance

8. Packaging Requirements

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

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 quantities of one (1) by package

9. Invoicing Instructions

- 9.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the Requisitioning Authority identified under the section entitled "Authorities" of the contract:

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

Attn:

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

10. Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

12. Applicable Laws

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

13. 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. Annex A – Statement of Requirement and Basis of Payment
- c. the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- d. the supplemental conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- e. the supplemental conditions 4006 (2010-08-16) Contract to Own Intellectual Property Rights in Foreground Information;
- f. the Contractor's bid dated _____.

14. Contractual Disputes

The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:

- 14.1 Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
- 14.2 Failing resolution under (1) above, the Manager, Defence Communications Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Defence and Major Projects Sector (DMPS) and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- 14.3 Failing resolution under (1) or (2), the Senior Director of EMTSPD, DMPS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

Annex A - Statement of Requirement and Basis of Payment

In consideration of the Contractor's satisfactory performance of its obligations, the Contractor will be paid the Firm Extended Prices, Delivered Duty Paid (DDP) in Canada, Incoterms 2010, in Canadian funds. The applicable Good and Services Tax are extra. Custom Duties and Excise Taxes included, where applicable.

Item	Destination ID	NSN	Supplier	Part Number	Part Description	Qty.	Unit Price	Firm Extended Price
1	001	P5895-20-A0QW5623	64415	CNF-0227/01	MULTI DESKTOP CHARGER FOR PUMA T3 KIT (CONTAINS : MULTIPLE BATTERY CHARGER PN 972-0321/02 POWER SUPPLY PN 9400204M0901 POWER CORD PN 67115-04/007	70		
(Item 1 Equivalent)						70		
2	002	P5895-20-A0QW5623	64415	CNF-0227/01	MULTI DESKTOP CHARGER FOR PUMA T3 KIT (CONTAINS : MULTIPLE BATTERY CHARGER PN 972-0321/02 POWER SUPPLY PN 9400204M0901 POWER CORD PN 67115-04/007	50		
(Item 2 Equivalent)						50		

Destination Reference

Destination ID	Shipping Address	Consignee Address*
001	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	Department Of National Defence Maritime Forces Atlantic PO Box 99000, STN Forces Halifax, NS B3K 5X5 Canada
002	Base Commander CFB Esquimalt Bldg 66 Colwood Victoria, BC V9A 7N2 Canada	Department Of National Defence Base Logistic Officer CFB Esquimalt STN Forces PO Box 17000 Victoria, BC V9A 7N2 Canada

*As per contract reference 9.1 A