

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

Facsimile: 819-997-9776

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes –					
L'invitation prend fin					
At – à : 1400 hours / heures EST					

On - le: 14 December / decembre 2016

Title/Titre	Solicitation No – Nº de l'invitation
HOIST, CHAIN / PALAN, A	W8482-178675/A
CHAINE	
Date of Solicitation - Date de l'invitat	tion
2016 October 27 / 2016 octobre 27	
Address Enquiries to - Adresser toute	s questions à
-	-
Jeremy Joost - jeremy.joost@forces.g	c.ca
, , , ,	
Telephone No. – Nº de téléphone	FAX No - No de fax
819-939-3673	N/A
Destination	
Specified Herein / Précisé dans le prés	entes
•	

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.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
	1 1 16 6 1 6
Name and title of person authorized to print) - Nom et titre de la personne auto	. , , ,
(caractère d'imprimerie)	
Name/Nom	Title/Titre
Signature	Date



TABLE OF CONTENTS

PARI 1	1 - GENERAL INFORMATION	2
1.1	REQUIREMENT	2
1.2	Debriefings	
1.3	TRADE AGREEMENTS	2
PART 2	2 - BIDDER INSTRUCTIONS	3
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2	SUBMISSION OF BIDS	
2.3	Enquiries - Bid Solicitation	
2.4	APPLICABLE LAWS	3
PART 3	3 - BID PREPARATION INSTRUCTIONS	4
3.1	BID PREPARATION INSTRUCTIONS	4
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1	EVALUATION PROCEDURES	6
4.2	BASIS OF SELECTION	6
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1	CERTIFICATIONS REQUIRED WITH THE BID	7
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	6 - RESULTING CONTRACT CLAUSES	8
6.1	SECURITY REQUIREMENTS	8
6.2	REQUIREMENT	
THE R	REQUIREMENT IS DETAILED IN ANNEX "A", LINE ITEM DETAILS	8
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.4.2		
6.5 6.6	AUTHORITIESPayment	
6.7	INVOICING INSTRUCTIONS	
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.9	APPLICABLE LAWS	
6.10	PRIORITY OF DOCUMENTS	10
6.11	DEFENCE CONTRACT	10
6.12	SACC MANUAL CLAUSES	
6.13 6.14	D3018C (2007-11-30) PREPARATION FOR DELIVERY	11
0.14	11	5 UNKNOWN
ANNEX	("A"	12
REQ	UIREMENT	12
ANNEX	("B" TO PART 3 OF THE BID SOLICITATION	13
ELEC	CTRONIC DAVMENT INSTRUMENTS	12

PART 1 - GENERAL INFORMATION

1.1 Requirement

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

1.2 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.

1.3 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2016-04-04) 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 05, Submission of Bids Subsection 2(d) is deleted

2.1.1 SACC Manual Clauses

SACC Manual Clause <u>B1000T</u> (2014-06-26), Condition of Material SACC Manual Clause B3000T (2006-06-16) Equivalent Products

2.2 Submission of Bids

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

Bidders must indicate the bid solicitation number on the packaging when submitting their bids.

2.3 Enquiries - Bid Solicitation

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

24E

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 copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 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 Exchange Rate Fluctuation

C3010T(2014-11-27) Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

Solicitation No. - N° de l'invitation

- 24E
- 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- 4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- 5. Alternate rates or calculations proposed

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign

4.2 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

W8482-178675 24E

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 <u>Ineligibility and Suspension Policy</u> (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.

5.2 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 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (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.

5.2.2 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.

W8482-178675 24E

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

The <u>2010A</u> (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

Definition of Minister is modified as follows:

"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.

6.4		Term	of (Cont	ract
^ 4	4	D - 11	1	D - 4 -	

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (insert the date).

6.4.2 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:

Facsimile:

E-mail:

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:

To be provided at contract award

W8482-178675	24E	
Name:		
Title:		
Organization:		
Address:		
Telephone:		
Facsimile:		
e "		

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:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail:

6.6 Payment

6.6.1 Basis of Payment

C0207C (2013-04-25) Firm Price

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

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

6.6.3 SACC Manual Clauses

H1001C (2008-05-12) Multiple Payments

B1006C (2014-06-26) Condition of Material

B7500C (2006-06-16) Excess Goods

6.7 Invoicing Instructions

H5001C (2008-12-12) Invoicing Instructions

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

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date
- b) Name and address of the consignee(s)
- c) Item number, quantity, part number, reference number and description
- d) Contract numbers.
- Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the consignee for certification and payment. Department of National Defence

Maritime Forces Atlantic

V8482-178675 24E

Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada AND Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 Victoria, BC V9A 7N2

Canada

- b. One (1) copy must be forwarded to:
 Department of National Defence
 101 Colonel By Drive
 Ottawa, Ontario K1A 0K2
 Attention:
- 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.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2016-04-04) General Conditions Goods (Medium Complexity)
- (c) Annex A, Line Item Details
- (d) the Contractor's bid dated (insert date of bid)

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating – Canadian-Based Contracts	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5540C	ISO 9001:2008 Quality Management Systems – Requirements (QAC Q)	2010-08-16
D5510C	Quality Assurance Authority (DND) – Canadian-based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) – Foreign-based and United States	2010-01-11
	Contractor	

D5604C	Release Documents (DND) – Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) – United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) – Canada-based Contractor	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance – No Specific Requirement	2016-01-28

Amd. No. - N° de la modif.

6.13 D3018C (2007-11-30) Preparation for Delivery

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

The Contractor must package items in quantities of 1 by package.

6.14 D6009C (2010-01-11) Shipping Instructions - Delivery and Destination Schedules Unknown

- 1. The Contractor must ship the goods prepaid DDP Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
- 2. 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) 2B1 CF Esquimalt Esquimalt, B.C. Telephone: 250-363-4963

b) 7H1 CF Halifax Halifax, N.S.

Telephone: 902-427-1441

ANNEX A LINE ITEM DETAILS / ANNEXE A DÉTAILS DES ARTICLES

Item / Article	Part Number / Numéro de pièce	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement / Besoin de Sécurité	Quality Assurance Code (QAC) / Code de l'Assurance de la Qualité	Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra / PRIX UNITAIRE FERME: Service de livraison payé, Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
1	3022510-002	NSN / NNO: 3950-01-163-0604 HOIST, CHAIN / PALAN, A CHAINE P/N requested / Numéro de pièce demandé: 3022510-002, NSCM/MFG: 10001 NAVAIR AND NAVSEA MANAGED 5511074 ITEM 33, NSCM/MFG: 53711 NAVAL SEA SYSTEMS COMMAND OR EQUIVALENT / OU ÉQUIVALENT If offering an equivalent specify: P/N offered: Name of Manufacturer: Veuillez indiquer lorsqu'un article équivalent est proposé: Numéro de pièce proposé: Nom du fabricant:	EA / CH	2	BASE COMMANDER CFB ESQUIMALT BLDG 66 COLWOOD VICTORIA, BRITISH COLUMBIA V9A 7N2	DEPARTMENT OF NATIONAL DEFENCE BASE LOGISTICS OFFICER CFB ESQUIMALT STN FORCES, P.O. BOX 17000 VICTORIA, BRITISH COLUMBIA V9A 7N2 CANADA	NO / NON	Q	NO / NON	YES / OUI			
2	3022510-002	NSN / NNO: 3950-01-163-0604 HOIST, CHAIN / PALAN, A CHAINE P/N requested / Numéro de pièce demandé: 3022510-002, NSCM/MFG: 10001 NAVAIR AND NAVSEA MANAGED 5511074 ITEM 33, NSCM/MFG: 53711 NAVAL SEA SYSTEMS COMMAND OR EQUIVALENT / OU ÉQUIVALENT If offering an equivalent specify: P/N offered: Name of Manufacturer: Veuillez indiquer lorsqu'un article équivalent est proposé: Numéro de pièce proposé: Nom du fabricant:	EA / CH	2	FORMATION COMMANDER HMC DOCKYARD BLDG D-206 DOOR 1 THRU 13	DEPARTMENT OF NATIONAL DEFENCE MARITIME FORCES ATLANTIC ACCT PAYABLE SECTION, BLDG S90 RM 334 HALIFAX, NOVA SCOTIA B3K 5X5 CANADA	NO / NON	Q	NO / NON	YES / OUI			
		1	1	1	<u> </u>	l		1			TOTAL		

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ANNEX "B" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder acce	pts any of the following Electronic Payment Instrument(s):
() \	/ISA Acquisition Card;
() N	MasterCard Acquisition Card;
()	Direct Deposit (Domestic and International);
() E	Electronic Data Interchange (EDI);
() V	Vire Transfer (International Only);

() Large Value Transfer System (LVTS) (Over \$25M)