



**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

Or By/Ou par Fax To/A: (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).

Title / Titre: Air Traffic Light Gun and Accessories/Pistolet de feux de circulation aérienne et accessoires		Solicitation No / No de l'invitation: W8485-205649/A	
Date of Solicitation / Date de l'invitation: 1 August/ 1 aout 2019			
Address Enquiries to – Adresser toutes questions à: National Defence Headquarters 101 Colonel By Drive Ottawa, On K1A 0K2 Attn: Patrick Dallaire, DAP 7-2-4 patrick.dallaire2@forces.gc.ca			
Telephone No. / N° de téléphone: 819-939-4915		FAX No / No de fax:	
Destination: 25 CFSD Montreal 6363 Notre Dame St E Montreal, QC H1N 1V9			

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

Solicitation Closes / L'invitation prend fin: At / à : 14:00 / 2:00 PM On / le : 10 Septembre/10 septembre 2019
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Delivery required / Livraison exigée: On/or before 31 Decembre/31 decembre 2019	Delivery offered / Livraison proposée:
Vendor Name and Address / Raison sociale et adresse du fournisseur:	
Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie):	
Name / Nom: _____	Title / Titre: _____
Signature: _____	Date: _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS.....	2
1.4 TRADE AGREEMENTS.....	2
PART 2 - BIDDER INSTRUCTIONS.....	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS	3
2.3 ENQUIRIES - BID SOLICITATION	3
2.4 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS.....	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	8
PART 6 - RESULTING CONTRACT CLAUSES.....	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT.....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES.....	9
6.6 PAYMENT.....	11
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	12
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 DEFENCE CONTRACT	12
6.12 <i>SACC MANUAL CLAUSES</i>	12
6.13 CONDITION OF MATERIAL – CONTRACT.....	12
6.14 PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000	12
6.15 SHIPPING INSTRUCTIONS – FREE ON BOARD DESTINATION AND DELIVERED DUTY PAID	13
ANNEX “A”	14
LINE ITEM DETAILS.....	14
ANNEX “B” TO PART 3 OF THE BID SOLICITATION	16
ELECTRONIC PAYMENT INSTRUMENTS	16

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA)

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or 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 3 is deleted
- c) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days
- d) Section 08, Transmission by facsimile or by epost Connect – Delete Sub-section 2
- e) Section 20, Further Information - Delete sub-section 2.

2.1.1 SACC Manual Clauses

B1000T – (2014-06-26) Condition of Material-Bid
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.

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 separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 specified in part 6. Prices should appear in the in Annex "A", Line Item Details only.

3.1.1 Pricing

Bidders must submit their financial bid as follows:

Bids must be submitted in Canadian dollars

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods noted in Annex A Line Items Details, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately

3.1.2 Prices - Items

Bidders must submit firm prices for all items listed in Annex "A", Line Item Details

3.1.3 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.

3.1.4 SACC Manual Clause

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

Section III: Certifications

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

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.5 Best Deliver date - Bid

While initial delivery is requested is 31 December 2019, Bidders should indicate the best delivery that could be offered in Annex A “Line Item Detail”.

3.1.6 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6

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 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

The price of the bid must be in Canadian dollars, delivery duty paid at destination, Incoterms 2010, Canadian customs duties and excise taxes included where applicable and Applicable Taxes extra,

4.2 Basis of Selection

A bid must comply with all the requirements of the bid solicitation 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.

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

5.2.2 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) (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

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

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

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

- a. 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 Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 31 December 2019.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Patrick Dallaire
Title: Contracting Officer
Directorate: DAP 7-2-4
National Defence Headquarters

MGen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON
K1A 0K2
Telephone: (819) 939-4915
E-mail address: patrick.dallaire2@forces.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 Technical Authority

The Technical Authority for the Contract is: (**NOTE TO BIDDER: to be inserted by DND at time of contract award**)

Name: _____
Title: _____
Organization: _____
Address: _____

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

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 (**NOTE TO BIDDER: must be filled out and submitted by the Vendor with their bids**)

The person responsible for:

General Inquiries:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No.: _____
Facsimile No.: _____
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 a firm unit price as specified in Annex A" line item details for a cost of \$ _____ to be inserted at contract award), in Canadian dollars. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Single Payment

H1000C (2008-05-12), Single Payments

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.7 Invoicing Instructions

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

W1941
Department of National Defense
25 Canadian Forces Supply Depot
PO Box 4000
STN Forces, STN K
Montreal, QC, Canada
H1N 3R9
ATTN : Account Payable Section
 - (b) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Line Item Details;
- (d) the Contractor's bid dated _____ : **(NOTE TO BIDDER: to be inserted by DND at time of contract award)**

6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
D2000C (2007-11-30), Marking
D2001C (2007-11-30), Labelling
D2025C (2013-11-06), Wood Packaging Materials
D5545C (2010-08-16), ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)
D6010C (2007-11-30), Palletization
D9002C (2007-11-30), Incomplete Assembly
G1005C (2016-01-28), Insurance – No Specific Requirement

6.13 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.

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

The Contractor must prepare item number(s) 1-3 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 item number(s) 1-3 in quantities of 1 by package.

6.15 Shipping Instructions – Free on Board Destination and Delivered Duty Paid

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

Incoterms 2010 “DDP Delivered Duty Paid” Montreal (QC)

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.

25 CF Supply Depot Montreal
Montreal, Qué.

Telephone: 1-866-935-8673 (toll free) or
514-252-2777 Ext.2363/4673/4282

Email: 25DAFCTrafficRDV@forces.gc.ca

ANNEX "A"

Line Item Details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Unit Price, Applicable Taxes Extra	Extended Price	Delivery date proposed
1	<p>NSN : 6230-21-921-0204 Light, Traffic, Aircraft P/N requested : 901 NSCM/NCAGE: 3AR84, ATI Avionics. Inc. ISO 9001:2008 QUALITY ASSURANCE: C</p> <p>Please state in your offer whether the offered P/N is as requested or an equivalent</p> <ul style="list-style-type: none"> • P/N offered _____ • NSCM/CAGE _____ 	EA	15	<p>Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA</p>	<p>Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada</p>	\$ _____	\$ _____	DD/MM/YYYY
2	<p>NSN: 6140-21-921-1082 Battery, Storage P/N requested: 3900-01293 NSCM/NCAGE: 3AR84, ATI Avionics. Inc ISO 9001:2008 QUALITY ASSURANCE: C</p> <p>Please state in your offer whether the offered P/N is as requested or an equivalent</p> <ul style="list-style-type: none"> • P/N Offered _____ • NSCM/CAGE _____ 	EA	8	<p>Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA</p>	<p>Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada</p>	\$ _____	\$ _____	DD/MM/YYYY

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Unit Price, Applicable Taxes Extra	Extended Price	Delivery date proposed
3	<p>NSN: 6240-21-921-1031 Lamp, Metal, Halide P/N requested: 2460-01893 NSCM/NGAGE: 3AR84, ATI Avionics. Inc. ISO 9001:2008 QUALITY ASSURANCE: C</p> <p>Please state in your offer whether the offered P/N is as requested or an equivalent</p> <ul style="list-style-type: none"> • P/N Offered _____ • NSCM/CAGE _____ 	EA	30	<p>Department of National Defence Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA</p>	<p>Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada</p>	\$ _____	\$ _____	DD/MM/YYYY
Sub Total						_____	_____	_____
Applicable Taxes						_____	_____	_____
Total (GST/QST Included)						_____	_____	_____

ANNEX "B" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);