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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this requirement.

### **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 fifteen (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 Canadian Free Trade Agreement (CFTA), the North American Free Trade Agreement (NAFTA), and the World Trade Organisation – Agreement on Government Procurement (WTO-AGP).

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## **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 and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02 (2012-03-02) - Procurement Business Number, is deleted in its entirety.
- b) Section 05 (2018-05-22) - Submission of bids, Subsection 2, is deleted in its entirety.
- c) Section 05 (2018-05-22) - Submission of bids, Subsection 4, is amended as follows:
  - Delete: 60 days,
  - Insert: 90 days.
- d) Section 08 (2019-03-04) - Transmission by facsimile or by epost Connect, Subsection 2 - is deleted in its entirety.
- e) Section 20 (2017-04-27) - Further Information -Subsection 2 - is deleted in its entirety.

#### **2.1.1 SACC Manual Clauses**

<u>A9130T</u>	Controlled Goods Program – Bid	2014-11-27
<u>B1000T</u>	Condition of Material - Bid	2014-06-26
<u>B3000T</u>	Equivalent Products	2006-06-16

### **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 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

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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:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (one (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. The prices must be shown in the Annex "A", Line Item Details only.

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### 3.1.1 Pricing

Bidders must submit their financial bid as follow:

Bid 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, and Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

### 3.1.2 Prices - Multi-Item Bid Solicitation

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

### 3.1.3 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	Exchange Rate Fluctuation	2013-11-06
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Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that Bidders submit the following information:

### 3.1.5 Best Delivery Date - Bid

While delivery is requested by 30 June 2020, Bidders should indicate the best delivery that could be offered in Annex "A", Line Item Details.



### **3.1.6 Bidder's Representatives**

Canada requests that Bidders provide information for the contact person responsible for:

#### **General Enquiries**

Name:

Telephone:

Facsimile:

E-mail:

#### **Delivery Follow-up**

Name:

Telephone:

Facsimile:

E-mail

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

##### **4.1.1.1 Mandatory Technical Criteria**

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- a) Comply with all details described at Annex "A", Line Item Details. Bidders must clearly indicate the Part Number and the NSCM/NCAGE they are offering.
- b) Bidders proposing an equivalent product must include the brand name and model and/or Part Number and the NSCM/NCAGE

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at Montreal, Incoterms 2010, Canadian Custom Duties and excise taxes included, Applicable Taxes excluded.

### **4.2 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 item by item basis per NATO Stock Number (NSN), will be recommended for award of a contract.

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## **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. 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 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](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.

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## **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 this Contract.

### **6.2 Statement of Requirement**

The Contractor must provide the items detailed under the 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 *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**

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

#### **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:

Name: Ladislau Kolozsvari  
Title: Contract Officer  
Organization: Department of National Defence (DND)  
Directorate: Director Aerospace Procurement (DAP) 7-3-3  
Address: 101 Colonel By Drive

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Ottawa, ON, K1A 0K2  
Telephone: (819) 939-6149  
Facsimile: (819) 939-4448  
E-mail address: LADISLAU.KOLOZSVARI@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: Department of National Defence  
Directorate: \_\_\_\_\_  
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.

### 6.5.3 Contractor's Representative *(NOTE TO BIDDER: to be inserted by DND at time of contract award)*

The person responsible for:

#### General Inquiries:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Follow-Up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Basis of 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 Payment**

H1001C (2008-05-12), Multiple 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 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:  
  
Department of National Defence  
25 CF Supply Depot  
P.O. BOX 4000, STN "K"  
Montreal, QC  
H1N 3R9  
CANADA  
ATTN: Invoice Section  
W1941
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

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## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.9 Applicable Laws

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

### 6.10 Priority of Documents

If there is a discrepancy between the 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 (2018-06-21) General Conditions – Goods (Medium Complexity);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated to be inserted by the Contracting Authority, as amended to be inserted by the Contracting Authority.

### 6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

### 6.12 Preparation for Delivery

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

The Contractor must prepare item number(s) 1-2 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) 1-2 in quantities of 1 by package.

#### 6.12.2 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.

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25 CF Supply Depot Montreal  
Montreal, Québec.  
Telephone: 1-866-935-8673 (toll free) or  
514-252-2777 Ext.2363/4673/4282  
Email: [25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

### 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 Additional SACC Manual Clauses

A9131C	Controlled Goods Program - Contract	2014-11-27
B4060C	Controlled Goods	2011-05-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance - No Specific Requirement	2016-01-28



**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 : 5985-99-758-6585</p> <p>ANTENNA</p> <p>P/N requested: XV07-960-1215/1120; NSCM/NCAGE: U9736, EUROPEAN ANTENNAS LTD T/A COBHAM ANTENNA SYSTEMS</p> <p>OR</p> <p>P/N requested: T002911 NSCM/NCAGE: PAFF2, DIGINEXT</p> <p>OR</p> <p>P/N requested: 65.7238.475.00-A001 NSCM/NCAGE: D0327, LEONARDO GERMANY GMBH</p> <p>OR</p> <p>P/N requested: 124964 NSCM/NCAGE: 6WCE8, EXELIS INC</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"> <li>• P/N offered _____</li> <li>• NSCM/CAGE _____</li> </ul>	EA	20	<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 DAFIC / Magasin Payable Attn: 25 CFSD Accounts Montreal, QC H1N 3R9 Canada</p>	\$ _____	\$ _____	DD/MM/YYY

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Unit Price, Applicable Taxes Extra	Extended Price	Delivery date proposed
2	NSN: 5915-99-725-5169 FILTER,RADIO FREQUENCY INTERFERENCE P/N requested: BSF-1030-1090/1347 NSCM/NCAGE: FAQSO, COBHAM MICROWAVE OR P/N requested: BSF-1030-1090/1347 NSCM/NCAGE: U9736, EUROPEAN ANTENNAS LTD T/A COBHAM ANTENNA SYSTEMS Please state in your offer whether the offered P/N is as requested or an equivalent	EA	20	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada	\$ _____	\$ _____	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);