



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:

Elizabeth Kadamani
Elizabeth.Kadamani@forces.gc.ca

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 indiqué(s).

Title/Titre Satellite Modem	Solicitation No – N° de l'invitation W6369-220304
Date of Solicitation – Date de l'invitation 05 January 2022	
Amendment No. OR	
Address Enquiries to – Adresser toutes questions à Elizabeth Kadamani Elizabeth.Kadamani@forces.gc.ca	
Telephone No. – N° de téléphone 343-548-4369	FAX No – N° de fax N/A
Destination CFS Leirim 3545 Leirim Rd, Bldg 273 Ottawa, ON K1G 3Z4	

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 30 June 2022	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 _____

Solicitation Closes – L'invitation prend fin

At – à : 14 :00

On - le : 14 February 2022

December 2021 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements applicable to this Contract.

1.2 Statement of Requirement

The requirement is detailed in Annex "A", Statement of Requirement.

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 Office of the Procurement ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.

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) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26), Condition of Material – Bid
SACC Manual Clause B4024T (2020-07-01), No Substitute Products

2.2 Submission of Bids

Unless specified in the RFP or otherwise directed by the Procurement Authority, bids must be submitted to the Department of National Defence by the date, time and email address indicated on page 1 of the bid solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC or by mail will not be accepted.

2.2.1 A9076T (2007-05-25) Improvement of the Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Procurement Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Procurement Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in separately bound sections as follows:

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

Due to the nature of the bid solicitation, bids transmitted by facsimile, mail or epost connect Service will not be accepted.

Estimated delivery dates must appear in the technical bid.

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

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 the 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 "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Delivery Offered

While delivery is required by 30 June 2022, Bidders should indicate the best delivery that could be offered in the Estimated Delivery Date column of Annex "B" – Basis of Payment.

3.1.5 Bidders Representative

Name and contact information of the person responsible for:

General Inquiries

Name: _____
Telephone: _____
Email: _____

Delivery follow-up

Name: _____
Telephone: _____
Email: _____

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

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

4.1.2 Financial Evaluation

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

1. The price of the bid will be evaluated as follows:
 - a. Bidders must submit firm prices for all items identified in Annex "B" – Basis of Payment, Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date

- or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. For the purposes of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25) 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 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Statement of Requirement

The Contractor must provide the items in Annex "A" – Statement of Requirement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4011 (2012-07-16) Supplemental General Conditions: Goods – Medium Complexity, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Period of the Contract is from the date of Contract to 30 June 2022 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 30 June 2022.

6.4.5 Delivery Points

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

Incoterms 2010 "DDP Delivered Duty Paid"

The Contractor must deliver the goods to the address below by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Technical Authority identified in the section entitled Authorities below. The consignee may refuse shipments when prior arrangements have not been made.

CFS Leitrim
3545 Leitrim Rd, Bldg 273
Ottawa, ON
K1G 3Z4

Contact

Name: (to be inserted at Contract award)
Phone: (to be inserted at Contract award)
Email: (to be inserted at Contract award)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Elizabeth Kadamani
Title: Senior Procurement Officer, DES Proc 5-3-2
Department of National Defence
Directorate: Directorate of Electronic Systems Procurement

Phone: 343-548-4369
Email: Elizabeth.Kadamani@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 this Contract is:

Name: (to be inserted at Contract award)
Title: (to be inserted at Contract award)
Directorate: (to be inserted at Contract award)
Address: (to be inserted at Contract award)

Telephone: (to be inserted at Contract award)
E-mail address: (to be inserted at Contract award)

The Technical Authority is the representative of the department 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: [to be inserted at Contract award](#)
Title: [to be inserted at Contract award](#)
Organization: [to be inserted at Contract award](#)
Address: [to be inserted at Contract award](#)

Telephone: [to be inserted at Contract award](#)
Email: [to be inserted at Contract award](#)

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 "B" for a total cost of \$_____ ([insert the amount at contract award](#)). Customs duties and excise taxes are included, and applicable Taxes are extra.

6.6.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

6.6.3 Method of Payment

SACC *Manual* Clause H1000C (2008-05-12) Single Payment

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

H5001C (2008-12-12) 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. One (1) copy of the invoice must be submitted by email to:

Elizabeth.Kadamani@forces.gc.ca

6.8 Packaging

D3018C (2014-09-25) 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.

D2025C (2017-08-17) Wood Packaging Materials

D6010C (2007-11-30) Palletization

6.9 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.11 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 supplemental general conditions 4011 (2012-04-16) Goods – Medium Complexity
- c) the general conditions 2010A (2020-05-28) General Conditions: Goods (Medium Complexity);
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated _____ (*to be inserted at Contract award*).

6.12 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.13 SACC Manual Clauses

G1005C (2016-01-28) Insurance

6.14 Dispute Resolution

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

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W6369-220304

Amd. No. - N° de la modif.
OR
File No. - N° du dossier
W6369-220304

Buyer ID - Id de l'acheteur
C2B
CCC No./N° CCC - FMS No./N° VME

6.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa.opo.gc.ca, by telephone at 1-866-734-5169 or by web at www.opo-boa.gc.ca

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Buyer ID - Id de l'acheteur
C2B
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" – STATEMENT OF REQUIREMENT

Item	Part Number	Description	Unit of Issue	Quantity	Destination Address
1	MDM5010 Newtec Satellite Modem	Tx-Rx Connector: N-Type (50 Ohm) - Clock reference: 10/50 MHz reference for BUC - Mains Power Supply Unit: PSU 110/240 Vac - Power Cord: US power cord (NEMA 5-15) - Mounting Options: Rack bolts (no slider kit) SW Options - User Traffic Encryption: Standard 56-bit User Traffic Encryption	EA	2	CFS Leitrim 3545 Leitrim Rd, Bldg 273 Ottawa, ON K1G 3Z4

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Buyer ID - Id de l'acheteur
C2B
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" – BASIS OF PAYMENT

Item	Part Number	Description	Unit of Issue	Quantity	Destination Address	Estimated Delivery Date	FIRM UNIT PRICE: Delivered Duty Paid (DDP), transportation costs included, Applicable taxes extra	EXTENDED PRICE: Applicable taxes Extra	TOTAL PRICE: Applicable taxes included
1	MDM5010 Newtec Satellite Modem	Tx-Rx Connector: N-Type (50 Ohm) - Clock reference: 10/50 MHz reference for BUC - Mains Power Supply Unit: PSU 110/240 Vac - Power Cord: US power cord (NEMA 5-15) - Mounting Options: Rack bolts (no slider kit) SW Options - User Traffic Encryption: Standard 56-bit User Traffic Encryption	EA	2	CFS Leitrim 3545 Leitrim Rd, Bldg 273 Ottawa, ON K1G 3Z4	<u> </u> D/M/Y	\$	\$	\$

ANNEX “C” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)