



**REQUEST FOR QUOTATION/OFFER
DEMANDE DE PRIX/D'OFFRE**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Roberto Petrocco
D Mar P 3-3-6

Email:
[DMarP3BidSubmission-
DOMar3Soumissiondesoffres@forces.gc.ca](mailto:DMarP3BidSubmission-DOMar3Soumissiondesoffres@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 indique(s).

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: 100 AMP ACOS Supplemental Part Kits EC 20180065	Solicitation No – N° de l'invitation W8482-231258/A
Date of Solicitation – Date de l'invitation 10 March 2023	
Address Enquiries to – Adresser toutes questions à Roberto Petrocco Directorate of Maritime Procurement 3-3-6 (D Mar P 3-3-6) DMarP3BidSubmission-DOMar3Soumissiondesoffres@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax
Destination See Herein	

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.

Solicitation Closes – L'invitation prend fin

At – à : 14:00 EDT/ HAE

On – le : 04 April 2023 / 04 avril 2023

Delivery required - Livraison exigée	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	4
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT.....	4
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 ELECTRONIC SUBMISSION OF BIDS	5
2.2.1 SACC MANUAL CLAUSES.....	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS.....	7
3.1.1 ELECTRONIC PAYMENT OF INVOICES – BID.....	7
3.1.2 EXCHANGE RATE FLUCTUATION.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.1.1 TECHNICAL EVALUATION.....	8
4.1.1.1 MANDATORY TECHNICAL CRITERIA	8
4.1.1.2 EVALUATION PROCEDURES FOR EQUIVALENT PRODUCTS	8
4.1.2 FINANCIAL EVALUATION	10
4.2 BASIS OF SELECTION	10
4.2.1 MANDATORY TECHNICAL CRITERIA.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	11
5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION.....	11
5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION.....	11
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 REQUIREMENT.....	12
6.3 STANDARD CLAUSES AND CONDITIONS	12
6.4 TERM OF CONTRACT.....	12
6.5 AUTHORITIES.....	13
6.6 PAYMENT.....	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.9 APPLICABLE LAWS	15
6.10 PRIORITY OF DOCUMENTS	15
6.11 DEFENCE CONTRACT.....	15
6.12 SACC MANUAL CLAUSES.....	16
6.13 PACKAGING	16
6.14 ASBESTOS.....	16
6.15 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	16

Solicitation No. - N° de l'invitation
W8482-231258/A
Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
CCC No./N° CCC - FMS No./N° VME

6.16 SHIPPING INSTRUCTIONS.....	16
6.17 EQUIVALENCY OF EQUIPMENT.....	19
6.18 DISPUTE RESOLUTION.....	19
ANNEX A LINE ITEM DETAILS	20
APPENDIX 1 TO ANNEX A – DELIVERY AND INVOICE CODES.....	21
ANNEX B – BASIS OF PAYMENT.....	22
ANNEX C – DETAILED PART LIST OF THE 100A ACOS SUPPLEMENTAL PARTS KIT	23
ANNEX D TO PART 3 OF THE BID SOLICITATION	26

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail" at Annex A.
For a detailed breakdown of all parts included in NSN: 6110-20-A0Y-3798 refer to Annex C.

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 or by telephone.

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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 08, Delete sub-section 2
- c) Section 20, Delete sub-section 2

2.2 Electronic Submission of Bids

a) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

b) Bids must be submitted only to the D MAR P 3 Bid Receiving Positional Mailbox: DMarP3BidSubmission-DOMar3Soumissiondesoffres@forces.gc.ca by the date and time indicated on page 1 of the bid solicitation and must be pursuant with subparagraph c.

c) Individual e-mails exceeding five (5) megabytes, or those including other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or DND Point of Contact. Larger bids may be submitted through more than one e-mail. The DND point of Contact will confirm receipt of documents. It is the responsibility of the Bidder to ensure that the entire submission has been received. Bidders must not assume that all documents have been received unless the DND Point of Contact confirms receipt of each document. In order to minimize the potential for the technical issues, bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Bid documents received after the closing time and date will not be accepted.

2.2.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of Material – Bid

2.3 Enquiries - Bid Solicitation

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

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid One (1) soft copy;
Section II: Financial One (1) soft copy; and
Section III: Certifications One (1) soft copy.

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.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex D 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

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

- 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 NSCM/NCAGE they are offering.

4.1.1.2 Evaluation Procedures for Equivalent Products

- a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- b) Where equipment has been described in this bid solicitation by part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.
- c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- d) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.

e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.

f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:

(a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above,

(b) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.

g) If:

a. at least one bid is received proposing an equivalent part,

b. no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,

c. no acceptable specifications of the requested Item of Supply are available to Canada, and

d. Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing),

then,

i. if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.

ii. if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

4.1.2 Financial Evaluation

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria 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](#) website.

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

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](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

"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 Period of the Contract

The period of the Contract is from the date of Contract award to the end of the warranty period as described in Section 09 of 2010A (2022-12-01) General Conditions - Goods (Medium Complexity).

6.4.2 Delivery Date

All the deliverables must be received on or before _____ (*Date to be inserted at time of Contract award*).

DND reserves the right to negotiate delivery date changes to before or after April 1, 2024.

6.4.3 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: _____
Department of National Defence
Directorate: _____
Address: _____
Telephone: ____ ____ ____
E-mail address: _____

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:

Name: _____
Title: _____
Department of National Defence
Address: _____

Telephone: ____ ____ ____
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

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

Telephone: ____ ____ ____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price

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 for a cost of \$ _____ (amount inserted at contract award). Customs duties are excluded, 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 SACC Manual Clauses

H1000C (2008-05-12) Single Payment
C2000C (2007-11-30) Taxes – Foreign-based Contractor
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2608C (2020-07-01) Canadian Customs Documentation
C2610C (2007-11-30) Customs Duties – Department of National Defence - Importer
C3015C (2017-08-17) Exchange rate fluctuation adjustment

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

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

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence
Maritimes Forces Atlantic
Accts Payable Bldg. S-90, Room 334 2686
Sextant Lane, Stadacona
PO Box 99000 Stn Forces
Halifax, NS
B3K 5X5 Canada
hfxaccountspayable@forces.gc.ca

and

Department of National Defence
Base Logistics Officer
CFB Esquimalt
STN Forces,
P.O. Box 17000
Victoria, BC
V9A 7N2 Canada
esqblogacctspayable@forces.gc.ca

One (1) copy must be forwarded to:

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Attention: D Mar P 3-3-3-2
Email: DMarP3BidSubmission-DOMar3Soumissiondesoffres@forces.gc.ca

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 (2022-12-01) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Line Item Details;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Detailed Part List;
- (f) Annex D, Electronic Payment Instruments; and
- (g) the Contractor's bid dated _____.

6.11 Defence Contract

[A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

[C2800C](#) (2013-01-28), Priority Rating
[C2801C](#) (2022-03-29), Priority Rating – Canadian-Based Contracts
[D2001C](#) (2007-11-30), Labelling
[D2000C](#) (2007-11-30), Marking
[D2025C](#) (2017-08-17), Wood Packaging Materials
[D6010C](#) (2007-11-30), Palletization
[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.13 Packaging

1. Preservation and packaging for Items 001 and 002 must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001 and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Req'd must be in accordance with D-LM-008-011/SF-001.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval

6.14 Asbestos

The contractor must not use asbestos in the equipment unless no feasible alternative is available, in which case rationale must be provided. Any parts containing asbestos must be properly labelled, and the part number and location be explicitly identified in technical documentations.

6.15 Quality Management Systems - Requirements

[D5545C](#) (2019-05-30) ISO 9001:2015 – Quality Management Systems – Requirements (Quality Assurance Code C)

6.16 Shipping Instructions

Shipping Instructions (DND) Canadian-Based Contractor

1. Delivery will be FCA Free Carrier at _____ (***Inserted at Contract Award***) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a) the Contract number;
- b) consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c) description of each item;
- d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e) actual weight and dimensions of each piece type, including gross weight;
- f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable *Canadian Dangerous Goods Shipping Regulations*, and a copy of the material safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

Shipping Instructions (DND) Foreign-Based Contractor

1. Delivery will be FCA Free Carrier at _____ (*insert the named place, e.g. Contractor's facility*) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):

a. Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca

OR

b. Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor **must send** to ILUK the **completed** form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

c. Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2451-717199 or 717200
Facsimile: +49-(0)-2451-717189
Email: ILEA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a) the Contract number;
 - b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c) description of each item;
 - d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e) actual weight and dimensions of each piece type, including gross weight;
 - f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the *Standard Acquisition Clauses and Conditions Manual*) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
 - g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable *Canadian Dangerous Goods Shipping Regulations* and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.17 Equivalency of Equipment

- a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- i. equivalent in form, fit, function and quality to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract
 - ii. fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- i. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - ii. perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - iii. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

6.18 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation
W8482-231258/A
Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
CCC No./N° CCC - FMS No./N° VME

ANNEX A LINE ITEM DETAILS

Item	Description Further detail provided at Annex C - Detailed Part List of the 100A ACOS SUPPLEMENTAL PARTS KIT	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definitions can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code	Controlled Goods (CTAT or ITAR)	Trade Agreement
001	NSN: 6110-20-A0Y-3798 Item Name: 100A ACOS SUPPLIMENTAL PARTS KIT P/N requested: SPK1425980 NCAGE: 32379, ASCO POWER TECHNOLOGIES DIV OF EMERSON ELECTRIC CANADA LTD Name of Manufacturer: ASCO POWER TECHNOLOGIES DIV OF EMERSON ELECTRIC CANADA LTD OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	23	CFB Halifax Delivery Code 007X Invoice Code W010B	No	C	NO	CFTA/CKFTA/ CCFTA/CCFTA/ CPFTA
002	NSN: 6110-20-A0Y-3798 Item Name: 100A ACOS SUPPLIMENTAL PARTS KIT P/N requested: SPK1425980 NCAGE: 32379, ASCO POWER TECHNOLOGIES DIV OF EMERSON ELECTRIC CANADA LTD Name of Manufacturer: ASCO POWER TECHNOLOGIES DIV OF EMERSON ELECTRIC CANADA LTD OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	17	CFB Esquimalt Delivery Code 002E Invoice Code W0103	No	C	NO	CFTA/CKFTA/ CCFTA/CCFTA/ CPFTA

Solicitation No. - N° de l'invitation
W8482-231258/A
 Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
 File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
 CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 TO ANNEX A – DELIVERY AND INVOICE CODES

Supply Depot	Delivery Code	Delivery Address	Invoice Code	Invoice Address
CFB HALIFAX	007X	Department of National Defence CFB Halifax Main Warehouse Bldg D206 Door 1 thru 13 HMC Dockyard Halifax, NS B3K 5X5 Canada	W010B	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S90, Room 334 2686 Sextant Lane, Stadacona P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 Canada
CFB ESQUIMALT	002E	Department. of National Defence CFB Esquimalt Attn: Receiving Bldg 66 Colwood Victoria, BC V9C 1B0 Canada	W0103	Department. of National Defence Base Logistics Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC V9A 7N2 Canada

Solicitation No. - N° de l'invitation
W8482-231258/A
 Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
 File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
 CCC No./N° CCC - FMS No./N° VME

ANNEX B – BASIS OF PAYMENT

Item	Description	Delivery and Invoice Codes Definition can be found at Appendix 1 to Annex A	Unit of Issue	Quantity	Firm Unit Price: Customs and duties excluded, applicable taxes extra	Total (CAD\$)
				A	B	C=A*B
001	NSN: 6110-20-A0Y-3798 ITEM NAME: 100A ACOS SUPPLIMENT AL PARTS KIT	CFB Halifax Delivery Code 007X Invoice Code W010B	EA	23	\$	\$
002	NSN: 6110-20-A0Y-3798 ITEM NAME: 100A ACOS SUPPLIMENT AL PARTS KIT	CFB Esquimalt Delivery Code 002E Invoice Code W0103	EA	17	\$	\$
Subtotal (Applicable Taxes Excluded)						\$
Applicable Taxes					%	\$
Overall Total (Applicable Taxes Included)						\$

Solicitation No. - N° de l'invitation
W8482-231258/A
 Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
 File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
 CCC No./N° CCC - FMS No./N° VME

Annex C – Detailed Part List of the 100A ACOS SUPPLEMENTAL PARTS KIT

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK625612		Terminal Plate ASSY Kit	A942 100 AMP			1	EA
K625612	X	Terminal Plate ASSY Kit	A942100 AMP			1	EA
625612		Terminal Plate ASSY	A942100 AMP			6	EA
361578		Term Plt & Stud ASSY				1	EA
359605		N-Plate	Copper			1	EA
329361-007-A5		Stud Self Clinch 5/16-18 x1"	Steel YEL Zinc PER B-633 SC1	Type II		1	EA
065008-041-A5		Stud Self Clinching				1	EA
369854		N-Arc Runner	Steel			1	EA
625159		Contact Assembly	A942 25-100 AMP			1	EA
902950-046		Screw 10-32 x 3/8 PAN THD Roll	Steel TEL Zinc B-633 Type II	Fe/Zn 5		1	EA
A1452665		Base Assembly Torque Drawing	Navy Retrofit Kit	100 AMP	Torque Reference	1	EA
383420-002		Master Plan A435A1D	100 AMP 450 Volts 60 HZ	APPL 2	Dripproof	1	EA

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK625605		Movable Contact Kit	25/50/100/150 AMP	Reference Drawing Included		1	EA
K623605	X	Movable Contact Kit	25/50/100/150 AMP	Reference Drawing Included		1	EA
361569		Contact ASSY				3	EA
291344		Contact	Copp			1	EA
623359		Contact Spring				3	EA
A1452656		Contact Shaft Torque Drawing	Navy Retrofit Kit	25/50/100/150 AMP	Torque Reference	1	EA

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK361485		N-Harness Kit				1	EA
K361485	X	N-Harness Kit				1	EA
3618485		N-Harness				1	EA

Solicitation No. - N° de l'invitation
W8482-231258/A
 Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
 File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
 CCC No./N° CCC - FMS No./N° VME

Component Number	Sub-Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK1425913		Navy Wire Kit Add- On Wires	Navy A942 & A435 ABT	Low AMP		1	EA
1425913		Navy Wire Kit Add- On Wires	Navy A942 & A435 ABT	Low AMP		1	EA
826570-014-0		Wire Elect Black TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-1		Wire Elect Brown TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-2		Wire Elect Red TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-3		Wire Elect Orange TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-4		Wire Elect Yellow TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/44	For Navy & Coast Guard Use	4.5	FT
826570-014-6		Wire Elect Bluet TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-7		Wire Elect Violet TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-8		Wire Elect Grey TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-09		Wire Elect BLK/WHT TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-69		Wire Elect BLU/WHT TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-90		Wire Elect WHT/BLK TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	13.75	FT
826570-014-91		Wire Elect WHT/BRN TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-92		Wire Elect WHT/RED TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-93		Wire Elect WHT/ORG TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-94		Wire Elect WHT/YEL TFE Insul	Silver Coated Copper 600 Volt	IAW SAE AS22795/11	For Navy & Coast Guard Use	4.5	FT
826570-014-96		Wire Elect WHT/BLU TFE Insul	Silver Coated Copper 600 Volt			1	FT
018769-025		Terminal Ring 14-16-AWG	#10 Stud 600V Max UL Blue PVC			12	EA
018769-026		Terminal Ring 14-16-AWG	#8 Stud 600V Max UL Blue PVC			36	EA
1425913-001		Label Insert	Add On Wire Kit Label	Navy Retrofit Kit 25-100 A		1	EA

Solicitation No. - N° de l'invitation
W8482-231258/A
 Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
 File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
 CCC No./N° CCC - FMS No./N° VME

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK1430606		Stop Post Kit	A942 25-100 AMP	Canadian Retrofit Kit		1	EA
1430604		Stop Post Kit	A942 25-100 AMP	Canadian Retrofit Kit		1	EA
30062	X	N-Bushing	Brass			1	EA
903362-229		Screw 10/32x1 1/8 RND HD SLTD	Mach Steel YEL Zinc B-633	Type II Fe/Zn 5		1	EA
903149-037		#10 Split Lock Washer	Carbon Steel YEL Zinc B-633	Type II Fe/Zn 12		1	EA
067167-055		Loctite 271 (RED)	0.5 ML Bottle			1	EA
1430604-001		Label Insert	Stop Post Kit Label	Navy Retrofit Kit 25-100 A		1	EA
A1430604		Stop Post Installation Instr.	For Canadian Retrofit Kit.	25-100 AMP		1	EA

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK1430605		Enclosure Hardware Kit	PEM Stud & Nylock Nut (Qty 8)	Enclosure Modification DWG	HW For Cable Restraints	1	EA
K1430605	X	Enclosure Hardware Kit	PEM Stud & Nylock Nut (Qty 8)			1	EA
065008-028-B1		Stud Clinching ¼-20x500 S/S				8	EA
901680-026		Hex Nut SLFLKG LT WT 1/4 -20UNC	W/Yellow Zinc (Navy) Plating			8	EA
355974-001		Conversion Drawing (30-100A)	In-House A942 Kit Conversion			1	EA

Component Number	Sub Assembly	Description	Description 2	Description 3	Description 4	Qty	Unit Of Measure
SPK1425930		Navy Lubrication Kit	A942/B942	Molybdenum Lubricant AND	Silicone grease	1	EA
K1425925	X	Navy Lubrication Kit	A942/B942			1	EA
1425925		Navy Lubrication Kit	A942/B942	Molybdenum Lubricant AND	Silicone grease	1	EA
451980-001		Molybdenum Disulfide Mix	Lubricant 20 Gram Container	Dynaloy720260		1	EA
75271		Lubricant #44 Dow Corning	Grease 5.3 oz Tube			1	EA
1425903		Navy Lubrication Instruction	A924-B924 TS			1	EA

Solicitation No. - N° de l'invitation
W8482-231258/A
Client Ref. No. - N° de réf. du client
W8482-231258

Amd. No. - N° de la modif.
File No. - N° du dossier
2183G-10041-N003180-611

Buyer ID - Id de l'acheteur
8715100
CCC No./N° CCC - FMS No./N° VME

ANNEX D 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);