



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL/ OFFERDEMANDE DE PRIX/D'OFFRE

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

Bid Receiving – PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 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).

slatinTitle/Titre Bracket Aircraft Handling Wheels		Solicitation No – N° de l'invitation W8485-247931	
Date of Solicitation – Date de l'invitation 30-11-2023			
Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Capt. Danny Wijoyo Danny.Wijoyo@forces.gc.ca			
Telephone No. – N° de téléphone 819-939-3713		FAX No – N° de fax	
Destination 25 CFSD Montréal Receipt Section 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada			

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein : prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes. 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. 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 Hours (2PM)
Eastern Standard Time-heure normale de l'est

On - le : 30 December 2023

Delivery required - Livraison exigée 15 April 2024	Delivery offered - Livraison propose
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 _____

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PART 1 – GENERAL INFORMATION AND BIDDER INSTRUCTIONS

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of Requirement

The requirement is detailed in Annex “A”, Line Item Details

3. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement 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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 05, Submission of Bids, Subsection 3, is deleted in its entirety;
- b) Section 08, Transmission by Facsimile, is deleted in its entirety; and
- c) Section 20, Further Information, Subsection 2, is deleted in its entirety.

4. SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26) Condition of Material - Bid

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Submission of Bids – epost Connect ONLY (All pdf files if used must be submitted in an unlocked format.)

Bids must be submitted only to Public Services and Procurement Canada (PSPC) -- via epost Connect only due to COVID-19 -- by the date, time and place indicated in the bid solicitation.

Note: Bidders using epost Connect for this bid closing at the Bid Receiving Unit in the National Capital Region (NCR) must use the following email address:

TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect. Step one of the two-step epost Connect process is to send an email to the above address and this first step should be initiated a few days in advance of any submission deadline.

6. 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.

6.1 Certifications Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

6.1.1 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.

6.1.2 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 specified will render the bid non-responsive.

6.1.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement 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.

6.1.4 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

7. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than two (2) working days before the bid closing date. Enquiries received after that time may not be answered.

8. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified herein.

8.1 Technical Evaluation

All Bidders must complete Annex "A" - Line Item Details in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

8.1.1 Mandatory Technical Criteria

All Bidders must complete Annex "A" – Line Item Details in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Items must be delivered to the location specified in Annex "A" - Line Item Details.

8.2 Financial Evaluation

For bid evaluation and contractor selection purposes only, the evaluation of price will be determined in accordance with Annex "A", Line Item Details.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA destination, Canadian customs duties and excise taxes included.

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 will be applied as a conversion factor to the bids submitted in foreign currency.

For foreign Bidders, although Canada reserves the right to award a Contract either on FCA plant or DDP destination, Canada requests that bidders provide prices FCA at destination for information purposes.

8.2.1 Prices – Items

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

8.3 Basis of Selection

A bid must comply with all technical and delivery date requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

One contract or multiple contracts may be awarded in response to this bid solicitation.

In the event of multiple responsive bids having the same lowest evaluated price for a specific line item or items, the responsive Bidder providing the earliest Delivery Offered for the respective line item will be recommended for the award of a contract.

9. Best Delivery Date – Bid

Delivery must be made on or before 15 April 2024 (FY23/24). Bidders should indicate the best delivery that could be offered in Annex "A", Line Item Details.

10. 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.

11. 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.

12. Office of the Procurement Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.

PART 2 - RESULTING CONTRACT CLAUSES

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

1. Security Requirements

There is no security requirement applicable to this Contract.

2. Statement of Requirement

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

3. Standard 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. For the purposes of this Contract, the term "The Minister" is amended to mean "The Minister of National Defence".

3.1 General Conditions

2029 (2022-12-01) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of Contract - A9022C (2007-05-25)

The period of the Contract is from date of Contract to 15 April 2024 inclusive.

4.2 Delivery Date

The Contractor must make the complete delivery to 25 CFSD and billed to DND prior to 15 April 2024.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Capt. Danny Wijoyo
Title: Director Aerospace Procurement (DAP) 8-2-4
Organization: Department of National Defence (DND)
Directorate: Director Aerospace Procurement (DAP)
Address: 101 Colonel By Drive
Ottawa, ON, K1A 0K2
Telephone: 819-939-3713
E-mail: Danny.Wijoyo@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: André Renaud
Title: AVN System Officer DPAEPM TA&S 2-4-5
Organization: ADM(MAT)/DGAEPM/DAEPM(TA&S)
Directorate: Director Aerospace Procurement (DAP)
Address: 101 Colonel By Drive
Ottawa, ON, K1A 0K2
Telephone: (343) 998-6986
E-mail: andre.renaud@forces.gc.ca

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.

5.3 Contractor's Representative

To be inserted by the Contracting Authority

General Enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6. Payment

6.1 Basis of Payment - Firm Unit Price - **C0207C** (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "A", Line Item Details, for a cost of \$_____ (*To be inserted by the Contracting Authority*). 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.

6.2 Multiple Payments

SACC Manual clause **H1001C** (2008-05-12) Multiple Payments.

7. SACC Manual Clauses

C2000C	Taxes – Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties and Sales Tax – Foreign-based	2008-05-12
H1000C	Single Payment	2008-05-12

8. Invoicing Instructions – **H5001C (2008-12-12)**

- a. 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
25 CF Supply Depot
P.O. BOX 4000, STN "K"
Montreal, QC
H1N 3R9
CANADA
ATTN: Invoice Section

- 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.

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.

9.1 Termination on Thirty Days' Notice

- 1) Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2) In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

10. Applicable Laws

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

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) **2029** (2022-12-01) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated _____, as amended _____ *(To be inserted by the Contracting Authority)*.

12. Preparation for Delivery

12.1 Preparation for Delivery - Canadian-based Contractor – **D3013C (2007-11-30)**

1. Preservation and packaging for items 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.

13. Shipping Instructions

13.1 Shipping Instructions (Department of National Defence) – Canadian-based Contractor

1. Delivery will be FCA Free Carrier at, _____, 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 Facsimile: 1-
877-877-7409
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 goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Transportation of Dangerous Goods Regulations*, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

14. Quality Assurance

14.1 ISO 9001:2015 - Quality Management Systems – Req. (QAC C) - D5545C (2019-05-30)

For item(s) marked “ISO 9001:2015 QUALITY ASSURANCE: C” in Annex “A”, Line Item Details.

15. Condition of Material – Contract – B1006C (2014-06-26)

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.

16. Additional SACC Manual Clauses

<u>A9006C</u>	Defence Contract	2012-07-16
<u>B7500C</u>	Excess Goods	2006-06-16
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
<u>D2025C</u>	Wood Packaging Materials	2017-08-17
<u>D3015C</u>	Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance	2014-09-25
<u>D6010C</u>	Palletization	2007-11-30
<u>D9002C</u>	Incomplete Assemblies	2007-11-30
<u>G1005C</u>	Insurance - No Specific Requirement	2016-01-28

17. Dispute Resolution Services

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.

18. 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 contractor 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. 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

ANNEX A
Line Item Details

- Bidders must complete all mandatory information under the columns identified as **"REQUIRED"** for each line item(s) proposed by the Bidder. Failure to provide the mandatory information, may result in the bid being declared non-responsive for the respective line item. Conditional prices will not be accepted.

Item	DESCRIPTION Must clearly indicate part number and N/CAGE offered *REQUIRED*	DELIVERABLE END ITEM GRID (Refer to Part 1, section 7.1) *REQUIRED*	DESTINATION ADDRESS	U. of I.	Qty	FIRM UNIT PRICE FOB Destination, "Delivery Duty Paid" at destination, Canadian customs duties and excise taxes included, applicable taxes extra *REQUIRED*	EXTENDED PRICE: Applicable taxes extra *REQUIRED*	DELIVERY OFFERED *REQUIRED*
1	Part Name: WHEEL SET, TRANSPORTATION, HELICOPTER NSN: 1730-01-692-1506 Part No.: BDW-246A-1805, NSCM/CAGE: 56833 ISO 9001:2015 QAC: C Packaging: D-LM-008-036/SF-000 P/N offered _____; NSCM/CAGE _____; Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N)	<input type="checkbox"/> Category 1 New Materiel <input type="checkbox"/> Category 2 New Surplus <input type="checkbox"/> Category 3 Other Condition	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	Ea	6	\$	\$	
2	Part Name: WHEEL SET, TRANSPORTATION, HELICOPTER NSN: 1730-01-692-1508 Part No.: BDW-246A-1806, NSCM/CAGE: 56833 ISO 9001:2015 QAC: C Packaging: D-LM-008-036/SF-000 P/N offered _____; NSCM/CAGE _____; Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N)	<input type="checkbox"/> Category 1 New Materiel <input type="checkbox"/> Category 2 New Surplus <input type="checkbox"/> Category 3 Other Condition	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	Ea	6	\$	\$	
SUBTOTAL							\$ _____	
GST							\$ _____	
QST							\$ _____	
TOTAL							\$ _____	

ANNEX "B" TO PART 3 OF THE BID SOLICITATION
Additional information

1. Bidder's Representatives

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

General Enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Delivery Follow-Up

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____