

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec City
Québec
G1J 0C7

INVITATION TO TENDER
APPEL D'OFFRES

**Tender To: Public Works and Government Services
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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Supplier's contact:
Name:
Phone:
Fax:
E-mail:

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec City
Québec
G1J 0C7

Title - Sujet DND-MTL Food supply - BOXTOP 2012	
Solicitation No. - N° de l'invitation W0130-12PB01/A	Date 2012-04-17
Client Reference No. - N° de référence du client W0130-12PB01	GETS Ref. No. - N° de réf. de SEAG PW-\$QCR-104-14560
File No. - N° de dossier QCR-2-35107 (104)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-03	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fournier, Caroline	Buyer Id - Id de l'acheteur qcr104
Telephone No. - N° de téléphone (418) 649-2826 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTÈRE DE LA DÉFENSE NATIONALE 25 CFSD, 6769 NOTRE-DAME EST, BÂTISSE 6 SUD, MONTRÉAL, QC H1N 2E9	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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List of Annexes:

Annex A Requirement
Annex B List of products

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

DESCRIPTION:

This Request for Proposal involves the provision of various food products.

COMPREHENSIVE LAND CLAIMS AGREEMENTS

This requirement is subject to the Nunavut Land Claims Agreement (NLCA). The benefits that apply to this procurement are contained in Article 24 of the NLCA.

USER: Department of National Defence, 25 CFSD, Montreal, province of Quebec.

More than one Contract(s) could be issued.

DELIVERY:

Address: 25 CFSD
6769 Notre-Dame east
Building 6 South
Montreal, (Quebec)
H1N 3R9

Att: Mr Guy Belletête
Phone: (514) 252-2777 ext. 2614

Delay: All products must be delivered no later than May 15, 2012. The client will then arrange for transportation to their final destination, CFS Alert, Nunavut.

Delivery hours: Monday to Friday, between 7:00 AM and 3:00 PM.

Special instructions:

- Products will be delivered on palettes.
- If possible, only one delivery shall be made.

EXPIRY DATE:

Due to the extended period of time during which the goods will be used, a special attention will be given to the expiry dates.

The latest possible dates are required.

Any product delivered with a Best Before date inferior to six (6) months will be returned to the supplier.

INVOICING:

- On the invoice, each item will be identified by product code and description.

Invoicing address:

Department of National Defence
6769 Notre-Dame east
Building 7 south
Montreal, (Quebec)
H1N 3R9

QUANTITIES:

The required quantities for each item can be found in the List of products (Enclosed Excel Document.)

AGREEMENTS:

"The requirement is subject to a preference for Canadian goods and/or services".

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

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province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Financial Bid (one (1) hard copy and one (1) soft copy by e-mail)

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

Bidders must submit their financial offer in accordance with Annex B, List of products, on the basis of firm unit prices.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

It is requested that bidders send one (1) hard copy by mail or facsimile and one (1) soft copy, Excel file, by e-mail at the following address: queas@pwgsc-tpsgc.gc.ca

The offerers will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required informations.

That list, once printed, will be sent, by facsimile or mail, with the other required documents, before being transmitted to the above mentioned e-mail address.

Clauses and Conditions Document (PDF Format)

The offerors will make sure to return any pages that require informations and/or signatures, as well as any other requested documents. These pages shall accompany every offer.

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Financial Evaluation

Evaluation of Price

1. The price of the bid will be evaluated as follows:
 - (a) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
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. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

-
4. For the purpose 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.

2. Basis of Selection - Multiple Items

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 on an item by item basis will be recommended for award of a contract.

Respect of the client's acceptable brands and formats will be taken into consideration in the evaluation.

Please note that PWGSC reserves the right to issue more than one (1) Standing Offer per period, if it better serves Canada's interest.

3. Nunavut Land Claims Agreement (NLCA)- Evaluation Criteria

Bidders are requested to demonstrate if and how one or more of the following desirable bid evaluation criteria will be met:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of Inuit firms that can act as sub-contractors in assisting with the carrying out of the work under the contract; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit."

where:

"Inuit" is as defined in Article 1 of the NLCA; and

"Inuit firm" means either "Inuit firm" as defined in Article 24.1.1 of the NLCA, or a firm listed on the Inuit Firm Registry (www.inuitfirm.com/public/index.html).

For evaluation purposes only, for each of the above bid evaluation criteria met by a bidder, one percent will notionally be deducted from that bidder's bid price, up to a maximum of three percent for meeting all three of the above criteria.

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If awarded the contract, the bidder will be charging its bid price, without the deduction.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

- a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

1.2.2. SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

1.3 Price Certification - Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide various food products in accordance with the Requirement at Annex "A" and Annex "B" - List of products.

Nunavut Land Claims Agreement

The Contractor must comply with its proposal to meet the evaluation criteria for the Nunavut Land Claims Agreement (NLCA).

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* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Unavailable Items:

The contractor engages in supplying all items described within at the prices indicated. If the items requested cannot be supplied, the supplier must obtain it from another source respecting the price and delivery deadlines, along with all other terms and conditions of the Contract.

If an item is not provided in accordance with the Contract, Department of National Defence authorities shall procure the item from another contractor and the additional costs incurred shall be deducted from the contractor's invoice with proof.

The additional incurred costs represent the difference between the price paid from a third party and the price indicated within the said Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before May 15, 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Caroline Fournier
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7**

Telephone: (418) 649-2826

Facsimile: (418) 648-2209

E-mail address: caroline.fournier@pwgsc-tpsgc.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.

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5.2 Contractor's Representative

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5.3 Contact at Customer Department *(to be completed at Contract award)*

For all information related to invoicing and/or payments you may communicate with:

Customer Department : _____

Name : _____

Telephone : _____

Facsimile : _____

Email : _____

6. Payment

6.1 Basis of Payment

6.1.1 Basis of Payment - Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B - List of products, for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.3 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Montreal, Incoterms 2000 for shipments from a commercial contractor.

7. Invoicing Instructions

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

The original and one (1) copy must be forwarded to the address below

Department of National Defence
6769, Notre-Dame East
Building 7 South
Montreal, (Quebec)
H1N 3R9

8. Certifications

- 8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification

made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

9. Applicable Laws

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

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 (2012-03-02), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, List of products;
- (e) the Contractor's bid dated _____ .

11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

ANNEX "A"

REQUIREMENT

DESCRIPTION:

This Contract involves the provision of various food products.

USER: Department of National Defence, 25 CFSD, Montreal, province of Quebec.

DELIVERY:

Address: 25 CFSD
6769 Notre-Dame east
Building 6 South
Montreal, (Quebec)
H1N 3R9

Att: Mr Guy Belletête
Phone: (514) 252-2777 ext. 2614

Delay: All products must be delivered no later than May 15, 2012. The client will then arrange for transportation to their final destination, CFS Alert, Nunavut.

Delivery hours: Monday to Friday, between 7:00 AM and 3:00 PM.

Special instructions:

- Products will be delivered on palettes.
- If possible, only one delivery shall be made.

EXPIRY DATE:

Due to the extended period of time during which the goods will be used, a special attention will be given to the expiry dates.

The latest possible dates are required.

Any product delivered with a Best Before date inferior to six (6) months will be returned to the supplier.

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INVOICING:

- On the invoice, each item will be identified by product code and description.

Invoicing address:

Department of National Defence
6769 Notre-Dame east
Building 7 south
Montreal, (Quebec)
H1N 3R9

QUANTITIES:

The required quantities for each item can be found in the List of products (Enclosed in Excel format.)

ANNEX "B"

LIST OF PRODUCTS (Enclosed)