Sollicitation No: W8486-184563/A

RETURN BIDS ELECTRONICALLY TO: RETOURNER LES SOUMISSIONS PAR VOIE ÉLECTRONIQUE

Andre.dugas@forces.gc.ca

(NOTE TO BIDDER: PLEASE INCLUDE THE PROCESS SOLICITIATION NUMBER IN E-MAIL SUBJECT LINE)

(NOTE AU SOUMISSIONNAIRE: S.V.P., IDENTIFIEZ LE SUJET DE VOTRE COURRIEL AVEC LE NO. DE L'INVITATION)

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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.

Title - Sujet					
Targets BULL'S-EYE					
Solicitation No N° de l'invitation	Date				
W8486-184563/A	03/11/2017				
Client Reference No N° référence	e du client				
File No. – N° de dossier	CCC No. / N° CCC - FM	S No. / N° VME			
SOLICITATION CLOSES - L'IN'	VITATION PREND FIN				
at – à 02:00 PM		Fuseau horaire			
on – le 13 Dec 2017		Eastern Standard Time			
		DST			
F.O.B F.A.B.					
Plant-Usine: ☐ Destination: ☑ Other-Autre: ☐					
	Address Inquiries to : - Adresser toutes questions à: Buyer Id – Id de l'acheteur				
André Dugas		<u>/A</u>			
André Dugas Telephone No. – N° de téléphone :		/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690	N	<u>/A</u>			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			
André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			
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André Dugas Telephone No. – N° de téléphone : 819-939-0690 Destination – of Goods, Services, a Destination – des biens, services e	n N	/A FAX No. – N° de FAX			

Proposition à: Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

CE DOCUMENT NE CONTIENT PAS D'EXIGENCES RELATIVES À LA SÉCURITÉ / THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

Vendor/Firm Name and addressRaison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Department of National Defence Material Acquisition & Support (MA&S) Richelieu Bldg 975 Saint-Joseph Gatineau, Québec J8Z 0A2 Instructions: Voir aux présentes

See Herein			
Vendor/firm Name and address			
Raison sociale et adresse du fournisseur/de l'entrepreneur			
Facsimile No. – N° de télécopieur			
Telephone No. – N° de téléphone			
Name and title of person authorized	to sign on behalf of Vendor/firm		
(type or print)-			
Nom et titre de la personne autorisée	•		
l'entrepreneur (taper ou écrire en car	ractères d'imprimerie)		
0:	D-4-		
Signature	Date		

Delivery required - Livraison exigée | Delivered Offered - Livraison proposée



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Défense Nationale Quartier de la Défense Nationale Ottawa, Ontario K1A0K2

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This requirement is not subject to Security Requirements.

1.2 Statement of Requirement

The Department of National Defence (DND) has a requirement for paper Targets (BULL'S-EYE), detailed under Annex "A" - Line Item Details.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

This requirement is subject to the Canadian Free Trade Agreement (CFTA), Canada – Chili free Trade Agreement, Canada – Colombia Free Trade Agreement, Canada – Honduras Free Trade Agreement, Canada – Korea Free Trade Agreement, Canada – Panama Free Trade Agreement, Canada – Peru and Free Trade Agreement, the North American Free Trade Agreement (NAFTA).



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-quidelines/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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- Section 02, Procurement Business number is deleted in its entirety a)
- Section 20, Further Information is deleted in its entirety b)

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material - Bid

2.2 Submission of Bids

Bids must be submitted only to Department of National Defence (DND) by the date, time indicated on page 1 of the bid solicitation to andre.dugas@forces.gc.ca.

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

2.3 **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 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, Canada.

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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.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical
Section II: Financial
Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Bid

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

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

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

3.1.2 Equivalent Product

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

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3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

3.1.3 Substitute Products – Samples

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fifteen (15) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

3.1.4 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2

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

Compliance with all the mandatory provisions of the bid solicitation and applicable terms and conditions will be verified. In the case where a mandatory item cannot be or is not complied with, the proposal will receive no further consideration.

4.1.2 Financial Evaluation

A0220T (2014-06-26), Evaluation of Price - Bid

4.2 Basis of Selection - Lowest Price

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 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.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (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.

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?& ga=1.229006812.1158694905.1413548969).

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 this Contract.

6.2 Statement of Requirement

The Department of National Defence has a requirement for paper Targets (BULL'S-EYE). The Contractor must provide the items detailed in Annex "A", Line Item Details.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2016-04-04), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

a) Section 01 Interpretation – Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

6.4 Term of Contract

The period of the Contract is from date of the Contract for six months.

6.4.1 Delivery Date

All the deliverables must be received on or before March 31st, 2018.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

André Dugas
Supply Specialist
National Defence
Materiel Acquisition and Support (MA&S)
ADM (Mat), DLP 6-3-4
975 Saint-Joseph Blvd
Telephone: 819-939-0690

Telephone: 819-939-0690 Facsimile: 819-997-0016

E-mail address: andre.dugas@forces.gc.ca

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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 Project Authority for the Contract is:
Name:
Title:
Organization:
Address:
Telephone: Facsimile: E-mail address:
The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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: Telephone: Cell: E-mail:
6.6 Payment
6.6.1 Basis of Payment – Firm Unit Price (s)
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in contract" for a cost of \$ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
6.6.2 Limitation of Price
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.
6.6.3 Multiple Payments

6.6.4 SACC Manual Clauses

H1001C (2008-05-12) Multiple Payments

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C2000C (2007-11-30) Taxes – Foreign-based Contractor

G1005C (2016-01-28) Insurance - No Specific Requirement

6.6.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using 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.

Each invoices must be supported by:

- a) A copy of the invoice(s), receipt(s), voucher(s) for all direct expenses.
- 2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown in Annex "A" of the Contract for certification and payment.
 - b) One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 ______. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

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 (2016-04-04) General Conditions Goods (Medium Complexity);

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(c) the Contractor's bid dated	(insert date	of bid) (If the	bid was	clarified or	amended,	insert at
the time of contract award: ", as clarifie	ed on	"	mended	on	" and ins	sert
date(s) of clarification(s) or amendmen	t(s))					

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

C2801C (2017-08-17) Priority Rating: Canadian-based contractors

B7500C (2006-06-16) Excess Goods

D2025C (2013-11-06) Wood Packaging Materials

D5545C (2010-08-16) ISO 9001:2008-Quality Management Systems-Requirements (QAC

C)

D2001C (2007-11-30) Labelling D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

6.13 Preparation for Delivery - All Items

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package in accordance with instructions below:

Line items 1 and 2, stock code 20-004-2752, 500 per package (PG).

6.14 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.15 Shipping Instructions – Delivery and Destination

The Contractor must ship the goods prepaid DDP – Delivered Duty Paid to Edmonton and Montreal. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

Consignees

7 CF Supply Depot Lancaster Park Edmonton, Alta Telephone: 780-973-4011, ext. 4524

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 25 CF Supply Depot Montreal Montreal, Qué.
 Telephone: 1-866-935-8673 (toll free), or 514-252-2 777, ext. 2363 / 4673 / 4282

6.16 Pre-production Sample

After the issuance of the Contract, the Contractor will be required to provide one (1) pre-production sample for the item to the Technical Authority for acceptance within fifteen (15) calendar days from the issuance of the Contract. If the first sample is rejected, the Contractor will be required to submit the second sample within ten (10) calendar days of notification of rejection from the Technical Authority.

ANNEX "A" Statement of Requirement

1. Technical Requirement

The Contractor is required to provide Canada for the Department of National Defence with the item listed below and must ensure that the required items are manufactured in accordance with the associated drawing package. The end product must conform to the drawing in form, fit and function.

2. Addresses

Destination Address	Invoicing Address
W2481	W2481
Department of National Defence	Department of National Defence
7 CFSD Edmonton	7 CFSD Edmonton
195 Ave & 82 nd St. Bldg. 236	Stn. Forces, PO BOX 10500
Edmonton, Alberta	Edmonton, Alberta
T5J 4J5	T5J 4J5
WB941	WB941
Department of National Defence	Department of National Defence
25 CFSD Montreal	25 CFSD Montreal
6363 RUE NOTRE DAME ST. E	PO BOX 4000 Station K
Montreal, Quebec	Montreal, Quebec
H1N 3V9	H1N 3R9

3. Deliverables

From date of the Contract for six months					
Item / Articl e	Description / Description	Unit of Issue / Unité de distributio n	Quantity / Quantité	Destination Address / Adresse de la Destination	Firm Unit Price / Prix Unitaire Ferme
1	NSN – NNO: 6920-20- 004-2752 TARGET, BULL'S- EYE CIBLE A VISUEL NSCM/CAGE – COF/CAGE: 35907 Part No. – N de la Partie: 1075089	PG	1350	WB941 Department of National Defence 25 CFSD Montreal 6363 RUE NOTRE DAME ST. E Montreal, Quebec, H1N 3V9	\$
2	NSN – NNO: 6920-20- 004-2752 TARGET, BULL'S- EYE CIBLE A VISUEL NSCM/CAGE – COF/CAGE: 35907 Part No. – N de la Partie: 1075089	PG	450	W2481 Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, Alberta, T5J 4J5	\$

^{*} The Contractor must package Line items 1 and 2, stock code 20-004-2752, 500 per package (PG)

^{**} A pre-production sample must be provided to the technical Authority as per article 6.16.

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ANNEX "B" Electronic Payment

1. Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

- 1. () Electronic Payment Instruments will be accepted for payment of invoices. The following Electronic Payment Instrument(s) are accepted:
 - o () Direct Deposit (Domestic and International);
 - () Electronic Data Interchange (EDI);
 - o () Wire Transfer (International Only);
- 2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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