



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Akin Mustafa, DLP 8-2-3-1
Akin.Mustafa@forces.gc.ca

Title/Titre Weapon Aiming Sight	Solicitation No – N° de l’invitation W6399-23-LK73/A
Date of Solicitation – Date de l’invitation January 3, 2023	
Address Enquiries to – Adresser toutes questions à Akin.Mustafa@forces.gc.ca	
Destination As Specified Herein Précisé dans les présentes	

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).

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 : 02:00 PM Eastern Standard Time (EST)

On - le : February 14, 2024

Delivery required - Livraison exigée March 31, 2024	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 _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Statement of Work

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

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

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 Canadian Content

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The [2003](#) (2023-06-08) Standard Instructions – Goods and Services – Non-Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes 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 Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.3 Enquiries - Bid Solicitation

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

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 Bid (1 soft copy);

Section II: Financial Bid (1 soft copy);

Section III: Certifications (1 soft copy);

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

Bidders may use Annex "B" to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial 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 as follows:

Bidders must submit firm prices in Canadian Dollars (CAD), Delivered Duty Paid (DDP) at Kingston, Ontario, Incoterms 2010, Applicable Taxes excluded. 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 "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must provide the items detailed in Annex "A" – Statement of Work

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) within 200km of Ottawa, our Canada's National Capital, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 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:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2020-07-01) Canadian Content Definition

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 [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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work 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, with the following modifications:

a. 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

6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2024.

6.4.2 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" delivery within 200 km of Ottawa, our Canada's National Capital.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Akin Mustafa
Title: Material Acquisition and Support Officer.
Department of National Defence
Directorate: DGLEPM
Telephone: 343-573-4832
E-mail address: Akin.Mustafa@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Guy Brideau
Title: Senior Engineering Technologist
Organization: Department of National Defence
Telephone : 613-945-2745
E-mail address: Guy.Brideau2@forces.gc.ca

The Project 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

[To be completed by the bidder]

Name: _____
Title: _____
Organization: _____
Telephone: ____ - ____ - _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B" 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 SACC Manual Clauses

[H1000C](#) (2008-05-12), Single Payment
[B7500C](#) (2006-06-16), Excess Goods
[B3000T](#) (2006-06-16), Equivalent Products

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

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:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

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.

6.8.2 SACC Manual Clauses

SACC *Manual* clause [A3060C](#) (2008-05-12) Canadian Content Certification

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) 2010A (2018-06-21), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Pricing Schedule
- (e) the Contractor's bid dated _____

6.11 Defence Contract

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

6.12 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.13 Packaging Requirement

The Contractor must prepare the 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 the items in quantities of "*up to a maximum of 100*" by package.

SACC Manual clause [D2000C](#) (2007-11-30), Markings

SACC Manual clause [D2001C](#) (2007-11-30), Labelling

6.14 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX "A"

**STATEMENT OF WORK FOR THE
WEAPON AIMING SIGHT**

1.0 SCOPE

1.1 Purpose.

1.1.1 The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by the Department of National Defence (DND) for the supply of items and services to meet the requirements for the acquisition and support of the Weapon Aiming Sight.

1.2 Background

1.2.1 Some units of the Canadian Armed Forces (CAF) have been using various weapon aiming sights with the Colt Canada 5.56mm calibre C8 carbine. These legacy weapon aiming sights were primarily designed either for long-range, or for short-range (i.e., close-quarter battle, or CQB) Field of View (FOV) target engagements. To engage targets situated outside of their main design purpose, these weapon aiming sights required additional aiming devices, such as an in-line magnifier or a micro red-dot sight. As a result, the end-users have to break their aim when alternating between these different weapon aiming systems. Also, the availability of different weapon aiming sights often meant that end-users had to deploy and use with different sights than they had train with during their pre-deployment phases. The intent is to have a weapon aiming sight that can alleviate these issues.

1.3 Intended Use

1.3.1 The weapon aiming sight will be used with the Colt Canada C8 carbine. It will provide the end-users with the capability to frequently alternate between long-range and short-range FOV targets without necessitating for the end-users to break their aiming stance, i.e., cheek welds. To facilitate the equipment support, it is recommended this weapon aiming sight be the same one currently in-service within the CAF.

1.4 List of Acronyms and Abbreviations

Abbreviation	Description
CAF	Canadian Armed Forces
CQB	Close Quarter Battle
DND	Department of National Defence
FDE	Flat Dark Earth
MMI	Materiel Management Instruction
NATO	North Atlantic Treaty Organization
NCAGE	NATO Commercial and Government Entity
NSN	NATO Stock Number
SOW	Statement of Work
UID	Unique Identification
UPC	Universal Product Code

Figure A-1 List of Acronyms and Abbreviations

2.0 APPLICABLE DOCUMENTS

2.1 References

2.1.1 The following references are provided with the Request for Proposal. Where mentioned, the following Standards must be used for the preparation of deliverables to the extent specified in this SOW:

2.1.1.1 DND Specifications, Standards, and Publications:

REFERENCE	PROMULGATION	REFERENCE TITLE
A-LM-505-702/JS-001	2020-05-30	MATERIEL MANAGEMENT INSTRUCTION (MMI) 1702 – UNIQUE IDENTIFICATION AND STANDARDIZED MARKING OF SERIALLY MANAGED MATERIEL
A-LM-505-703/JS-001	2017-11-28	MATERIEL MANAGEMENT INSTRUCTION (MMI) 1703 – ITEM SERIALIZATION
MIL-STD-130N	2019-08-26	IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

Figure A-2 DND Specifications, Standards, and Publications

2.2 Order of Precedence

2.1.1 In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW takes precedence.

3.0 GENERAL REQUIREMENTS

3.1 Scope of Work

3.1.1 The Contractor must supply NSN-1240-20-012-3366, ELCAN SpecterDR 1-4X, weapon aiming sight, that is Tan or Flat Dark Earth (FDE) in colour; and

3.1.2 The Contractor must properly identify the weapon aiming sight with a Unique Identification (UID) marking (Note: additional details can be found in section 5.2).

4.0 DELIVERABLES

4.1 Product Description

NSN	DESCRIPTION	MODEL	NCAGE	UPC	QTY
1240-20-012-3366	ELCAN SpecterDR 1-4X	DFOV14-T1	36126	6665950000063	101

Figure A-3 Product Description

4.2 **Unique Identification (UID) Markings**

4.2.1 The Contractor must provide a product with a Unique Identification (UID) marking containing, as a minimum, the following information, as described in MMI 1702 or MIL-STD-130N:

4.2.1.1 The NATO Commercial and Government Entity (NCAGE) code;

4.2.1.2 The Manufacturer's Part Number; and

4.2.1.3 The Item Serial Number.

4.2.2 These UID markings can be engraved, cast or stamped (impressed) in a manner easy to read and identify, not susceptible to being readily obliterated, altered or removed.

ANNEX "B"
PRICING SCHEDULE

NSN	Description	Model	QTY	Unit Price	Extended Price (CAD)
1240-20-012-3366	ELCAN SpecterDR 1-4X	DFOV14-T1	101		
				Taxes:	
				Total:	

The Enclosed Aiming Sights and related items must be delivered to:

Filled out at time of award

Delivery contact:

Filled out at time of award

Date of delivery: March 31, 2024

Firm unit price is \$ _____

ANNEX "C"

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);