

**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  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> OPTICAL INSTRUMENT SPARE PARTS	
<b>Solicitation No. - N° de l'invitation</b> W8486-152578/A	<b>Date</b> 2015-03-31
<b>Client Reference No. - N° de référence du client</b> W8486-152578	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-110-25059	
<b>File No. - N° de dossier</b> 110qf.W8486-152578	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-04-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacNeil, Jennifer	<b>Buyer Id - Id de l'acheteur</b> 110qf
<b>Telephone No. - N° de téléphone</b> (819) 956-5577 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electronics, Simulators and Defence Systems Div.  
/Division des systèmes électroniques et des systèmes de  
simulation et de défense  
11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

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

Solicitation No. - N° de l'invitation

W8486-152578/A

Amd. No. - N° de la modif.

File No. - N° du dossier

110qfW8486-152578

Buyer ID - Id de l'acheteur

110qf

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Appendix 1 to the Contract of the resulting contract clauses.

### **1.2 Delivery**

While delivery is requested on or before June 16, 2015, the best delivery that could be offered is detailed under Appendix 1 to the Contract of the resulting contract clauses.

### **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 a preference for Canadian goods and/or services.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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**

A9130T (2014-11-27), Controlled Goods Program – Applies to Item 007 only.

### **2.2 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.

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## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 the province of 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: Financial Bid (one hard copy)

Section II: Certifications (one hard 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 bid in accordance with the Pricing Schedule detailed at Appendix 1 to the Contract. The total amount of Applicable Taxes must be shown separately.

### 3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### 3.1.2 SACC Manual Clauses

#### Section II: Certifications

Bidders must submit the certifications 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 first if there are two 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 two 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.

#### 4.1.1 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Multiple Items

A bid must comply with all 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.

## **PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

#### **5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

##### **5.1.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **5.1.1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

##### **5.1.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their 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 for items with a certification that the item(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 item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

## 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 Requirement

The Contractor must provide the items detailed under the "Requirement" at Appendix 1 to the Contract.

### 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010A](#) (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (*filled in at contract award*).

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer MacNeil  
Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Simulators and Defence Systems  
11 Laurier Street, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5

Telephone: (819) 956-5577  
Facsimile: (819) 956-5650  
E-mail address: [jennifer.macneil@tpsgc-pwgsc.gc.ca](mailto:jennifer.macneil@tpsgc-pwgsc.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: **(filled in at contract award)**

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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Procurement Authority

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The Procurement Authority for the Contract is: **(filled in at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.4 Contractor's Representative (Bidder to complete)

##### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
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 unit price, as specified in Appendix 1 to the Contract for a cost of \$ \_\_\_\_\_ **(filled in 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 Multiple Payments

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

##### 6.6.3 SACC Manual Clauses

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SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-Based Contractor

## 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.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

### 6.8.2 SACC Manual Clauses

A3060C	Canadian Content Certification	2008-05-12
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
D0050C	End User Certificate	2007-05-25 (Applies to Item 007 only)
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16
D6010C	Palletization	2007-11-30

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2014-11-27) General Conditions - Goods (Medium Complexity);
- (c) Appendix 1 to the Contract, Pricing Schedule;
- (d) the Contractor's bid dated \_\_\_\_\_ (*filled in at contract award*).

#### **6.11 Defence Contract**

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

#### **6.12 SACC Manual Clauses – Controlled Goods**

The following Clauses apply to Item 7 only:

A9131C (2014-11-27), Controlled Goods Program – Contract  
B4060C (2011-05-16), Controlled Goods

#### **6.13 SACC Manual Clauses – Packaging Requirement using Specification D-LM-008-036/SF-000**

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 item numbers 1-7 in quantities of one (1) per package.

#### **6.14 Shipping Instructions**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid Edmonton, Alberta or Montreal, Quebec. 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.
2. 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.

Ship items 2,4 and 6 to:  
7 CF Supply Depot Edmonton  
Edmonton, Alberta  
Telephone: 780-973-4011, ext. 4246

Ship items 1,3,5 and 7 to:  
25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363

**APPENDIX 1 TO THE CONTRACT**

**PRICING SCHEDULE**

**1. Requirement:**

1.1 The contractor must provide the following items in regards to the optical instrument spare parts below for the C3 Howitzer.

**(Bidders to complete)**

Item	Description	Qty	Firm Price	Delivery Date Offered
1	Case, Optical Instrument N1240-20-0047682 104071485 Destination: Montreal, QC	10	\$ _____/each	
2	Case, Optical Instrument N1240-20-0047682 104071485 Destination: Edmonton, AB	10	\$ _____/each	
3	Cell Assembly, Optical Instrument N1240-00-6224345 100006828 Destination: Montreal, QC	10	\$ _____/each	
4	Cell Assembly, Optical Instrument N1240-00-6224345 100006828 Destination: Edmonton, AB	5	\$ _____/each	
5	Holders, Accessories N6605-22-1263915 103825493 Destination: Montreal, QC	10	\$ _____/each	
6	Holder, Accessories Destination: Edmonton, AB	5	\$ _____/each	
7	Support, Optical Instrument Destination: Montreal, QC	10	\$ _____/each	

All prices provided in this schedule are quoted in the following currency: \_\_\_\_\_.