

**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

Title - Sujet NVG PARTS TO RESTOCK MONTREAL DEPOT	
Solicitation No. - N° de l'invitation W8485-163095/A	Date 2015-07-07
Client Reference No. - N° de référence du client W8485-163095	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-111-25240	
File No. - N° de dossier 111qf.W8485-163095	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-24	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wetscher, Stefan	Buyer Id - Id de l'acheteur 111qf
Telephone No. - N° de téléphone (819) 956-5772 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION 6363 RUE NOTRE DAME ST E. CFB MONTREAL MONTREAL Quebec H1N2E9 Canada	

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

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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Please see attached .Word document for the solicitation.

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this procurement.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries

N/A

1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

N/A

1.5 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.

1.6 National Security Exception

N/A

1.7 Trade Agreements

N/A

1.8 Controlled Goods Program – Bid

SACC Manual Clause A9130T (2014-11-27), Controlled Goods Program – Bid

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 (2015-07-03) 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: 120 days

2.1.1 SACC Manual Clauses

SACC Manual Clause B4024T (2006-08-15) No Substitute Products

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Contracting Authority as indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

N/A

2.4 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.

2.5 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.

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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.

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 (2 hard copies – with 1 marked “Master”)

Section II: Certifications & Other Information (2 hard copies – with 1 marked “Master”)

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 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 Tables in Schedule 1. The total amount of Applicable Taxes must be shown separately.

Bidders shall indicate the currency being used in their proposal. Should the currency not be indicated, it will be assumed that it is Canadian. Please refer to Part 4, Article 1.2, of the solicitation for Canadian dollar conversion rules.

Bidders shall complete the Pricing Tables in Schedule 1 as follows:

Requirement:

Item # 1: Bidders shall provide a Firm Unit Price and an Extended Price, DDP (Delivered Duty Paid) Incoterms 2010, GST/QST/HST extra, as applicable.

3.1.1 Exchange Rate Fluctuation

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

Section II: Certifications & Additional Information

The Bidder's proposal shall include:

- (a) Page 1 of this solicitation (Request For Proposal) document must be signed and dated by an authorized representative of the Bidder in the space provided to certify that their bid complies with all the terms and conditions of the solicitation (including the resulting Contract clauses) and that they agree to perform and/or provide all of the Work identified in the Solicitation.
- (b) All clauses or sections with a fill-in blank or which are to be signed, are to be completed and returned as part of the proposal.
- (c) 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.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, DDP (Delivered Duty Paid) Incoterms 2010, GST/QST/HST extra, as applicable.

For evaluation purposes, Canada shall convert bids made in foreign (non-Canadian) currency using the noon rate posted by the Bank of Canada <http://www.bankofcanada.ca/en/rates/exchform.html> in effect on the bid closing date.

4.2 Basis of Selection

To be declared responsive, a bid must comply with the requirements of the bid solicitation. 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

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 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 2004. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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 (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.

5.1.3 Additional Certifications Precedent to Contract Award

N/A

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 at Schedule 1, Pricing Tables.

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.

6.3.2 Supplemental General Conditions

N/A

6.4 Delivery Date

All the deliverables must be received on or before 15 March 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stefan Wetscher
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Major Projects
Address: 11 rue Laurier
Gatineau, QC, J8V4B5
Telephone: 819-956-5772
Facsimile: 819-956-5650
E-mail address : Stefan.wetscher@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:

TBD

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 Contractor's Representative

General Inquiries:

Name: _____
Tel: _____
Fax: _____
Email: _____

Delivery Inquiries:

Name: _____
Tel: _____
Fax: _____
Email: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

N/A

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Price

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 Schedule 1, Pricing Tables, for a cost of \$_____ (Information to be inserted at contract award). Applicable Taxes are extra.

6.7.1.1 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.7.2 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

6.7.3 SACC Manual Clauses

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

SACC Manual clause C2800C (2013-01-28) Priority Rating – US-based Contractors

SACC Manual clause C2801C (2014-11-27) Priority Rating – Canadian-based Contractors

SACC Manual clause D2002C (2010-01-11) Duties and Taxes – Foreign-based Contractor – State of California

6.8 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.

Each invoice must be supported (as applicable) by:

- a. copy of the release document and any other documents as specified in the Contract;
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.
 - c. one (1) copy must be forwarded to the consignee.

6.9 Certifications

6.9.1 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.

6.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

N/A

6.10 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.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
- © Schedule 1, Pricing Table; and
- (d) the Contractor's bid dated _____.

6.12 Defence Contract

SACC *Manual* clause A9006C (2012-11-16) Defence Contract

6.13 Delivery, Quality Assurance, Acceptance and Inspection

6.13.1 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.13.2 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.13.3 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare 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 items in quantities of 1 by package.

6.13.4 ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems – Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.13.5 Shipping Instructions – Delivery at Destination

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

- A. Delivered Duty Paid (DDP – DND, 25 DAFC, C.P. 4000 Succ. K, Montreal, QC., H1N 3R9)
Incoterms 2010 for shipments from a commercial contractor.

6.13.6 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 Work 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.

6.13.7 Wood Packaging Materials

SACC Manual clause D2025C (2013-11-06) Wood Packaging Materials

6.13.8 Palletization

SACC Manual clause D6010C (2007-11-30) Palletization

6.13.9 Incomplete Assemblies

SACC Manual clause D9002C (2007-11-30) Incomplete Assemblies

6.13.10 Excess Goods

SACC Manual clause B7500C (2006-06-16) Excess Goods

6.13.11 Controlled Goods Program – Contract

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program - Contract

Schedule 1 – Pricing Table

Should a discrepancy exist between the Firm Unit Prices and Extended Prices, the Firm Unit Pricing shall govern.

1. Requirement:

Req. #	NATO Stock #	Part #	Item	Qty	Firm Unit Price	Extended Price
1	N1240-01-5687650	272357-10	Case, Optical Instrument	20		
2	N4310-01-4522366	268560	Vacuum Pump Recipitating	10		
3	N5855-01-3301214	5002534	Slide Plate Top	30		
4	N5855-01-3301215	5002535	Slide Plate Bottom	30		
5	N5855-01-3636011	5003574	Housing, Contact	100		
6	N5855-01-3636012	5002597	Housing Contact	100		
7	N8415-01-2582946	5002589	Shaft, Vertical	100		
8	N5855-01-4401765	BA-2003-100	Battery Compartment, Night Vision Viewer	150		
9	N5855-01-5826149	268800-1	Vertical Block Assembly	30		

10	N5855-01-5826154	264806-1	Bracket Vertical Assembly	60		
11	N5999-01-2596509	5002586	Cap, Electrical	25		
12	N6625-01-4318615	ANV20/20	Test Set, Night Vision Viewer	2		
13	N8415-01-2582945	5002585	Knob, Adjustment	40		
14	N5855-01-2686468	5002596	Housing, Knob	20		
15	N6150-01-5933325	268464-1	Wiring Harness	20		
16	N5306-01-2689483	5002539	Bolt, Shoulder	100		
17	N9150-01-2283389	A-A-59173 OR 11581022	Grease, Aircraft and Instrument	13		
18	N5331-01-5165719	A3279594	O-Ring	200		
19	N5340-01-4426411	264317-3	Plate, Mounting	10		
20	N5340-01-4497234	ANV-126-067	Plate, Mounting	5		
21	N5855-01-3805102	5009545	Eyepiece Assembly, Optical Instrument	20		

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22	N5855-01-3816036	5009555	Shelf, Pivot and Adjustment	30		
23	N5855-01-4436806	269776	Tool Kit, Night Vision	3		

2. Currency:

Firm Unit Prices and Extended Prices are expressed in the following currency: _____.