

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 0A1 / Noyau 0A1
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 THALES AN/PCR-148 INTER-TEAM RADIO	
Solicitation No. - N° de l'invitation W6399-12DC61/A	Date 2012-02-24
Client Reference No. - N° de référence du client W6399-12DC61	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-011-22514	
File No. - N° de dossier 011qd.W6399-12DC61	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bailey, Pamela	Buyer Id - Id de l'acheteur 011qd
Telephone No. - N° de téléphone (819) 956-3470 ()	FAX No. - N° de FAX (819) 956-0767
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
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	

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE CANSOFCOM PETAWAWA UNIT Z-106 46 CENTURION ROAD PO BOX 9999 STN MAIN PETAWAWA, ON K8H2X3	W6399	Department of National Defence 101 Colonel By Drive CANSOFCOM COS FD ATT: Lindsay Nadea OTTAWA Ontario K1A0K2 Canada
D - 1	DEPARTMENT OF NATIONAL DEFENCE CANSOFCOM PETAWAWA UNIT Z-106 46 CENTURION ROAD PO BOX 9999 STN MAIN PETAWAWA, ON K8H2X3	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	UHF ANTENNA Part No. - N° de la partie: 1600638-1	D - 1	W6399	50	Each	\$	\$	See Herein	
2	CLONING CABLE Part No. - N° de la partie: 3500395-501	D - 1	W6399	60	Each	\$	\$	See Herein	
3	SPEAKER MIC EARPIECE Part No. - N° de la partie: 1100542501	D - 1	W6399	200	Each	\$	\$	See Herein	

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Buyer ID - Id de l'acheteur

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Part 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a No Substitute requirement for spares in support of Thales AN/PCR-148 inter-team radio (MBITR) in accordance with line item detail at page 3.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

A9130T (2011-05-16) Controlled Goods Program

B1006C (2008-05-12) Condition of Material - DND

B4024T (2006-08-15) No Substitute Products

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

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

1. Bid Preparation Instructions

Remark to Contracting Authority: If soft copies are requested, it is suggested that the same quantity be requested for both hard and soft copies. Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)

Section II: Certifications (1 hard copy)

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

Delivery of goods is requested no later than 31 March 2012.

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>). To assist Canada in reaching its objectives, bidders are encouraged to:

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Canadian-Based Suppliers:

Bidders who complete the "Vendor/Firm Name and Address" block on page one (1) of this RFP with an address WITHIN CANADA (also referred to herein as "Canadian-based suppliers") shall quote FIRM unit/lot prices for the aggregate of all items as detailed in the line item detail herein, as follows:

GST/HST:	Extra
FOB point:	DDP Delivery Duty Paid (Petawawa ON)
	Incoterms 2000
Canadian Customs/Duties:	Included
Transportation/Shipping charges:	Included

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Foreign-Based Suppliers:

Bidders who completed the "Vendor/Firm Name and Address" block on page one (1) of this RFP with an address OUTSIDE OF CANADA (also referred to herein as "Foreign-based suppliers") shall quote FIRM unit/lot prices for the aggregate of all items as detailed in the line item detail herein, as follows:

GST/HST:	Extra
FOB point:	DDP Delivery Duty Paid (Petawawa ON)
	Incoterms 2000
Canadian Customs/Duties:	Included
Transportation/Shipping charges:	Included

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP), Petawawa ON, Incoterms 2000 for the aggregate of all line items, and the Goods and Services Tax or the Harmonized Sales Tax excluded for all items.

For the purposes of evaluation, pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate quoted by the Bank of Canada as being in effect on the date of bid closing. Unless otherwise stated by the bidder, it will be assumed that the bid is submitted in Canadian currency.

1.2 Certifications

Bidders must submit the certifications required under Part 5.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price for the aggregate of all line items will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

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

1. Certifications Required with the Bid

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

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

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

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

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor shall provide spares in support of Thales AN/PCR-148 inter-team radio (MBITR) in accordance with line item detail at page 3.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2011-05-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4001 (2010-08-16) Hardware Purchase, Lease and Maintenance

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Pamela Bailey
Contracting Officer
E: pamela.bailey@pwgsc.gc.ca
Defence and Major Projects Sector (DMPS).
Public Works and Government Services Canada
Place du Portage, Phase III, 11, rue Laurier Street, Gatineau, QC K1A 0S5
Government of Canada
Phone 819 956 3470
Fax 819 956 0636

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.

5.3 Procurement Authority

The Procurement Authority for the Contract will be identified after Contract award.

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

6. Payment

6.1 Basis of Payment

For the performance of the Work in accordance with any resulting Contract and its Terms and Conditions, the Contractor shall be paid firm unit prices in _____ funds, DDP Delivered Duty Paid (Petawawa ON) Incoterms 2000, GST/HST Extra (if applicable), shipping/transportation costs included.

6.2 Method of Payment

H1000C Single Payment (2008-05-12)

6.3 SACC Manual Clauses

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

7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded for certification and payment to:

Department of National Defence
National Defence Headquarters
CANSOFCOM
101 Colonel By Drive
Ottawa ON K1A 0K2
Attn: Lindsay Nadeau, DLP 5-3-7

(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.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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 (2011-05-16) General Conditions - Goods (Medium Complexity)
- (c) 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance
- (d) the Contractor's bid dated _____ (insert date of bid)

11. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

12. SACC Manual Clauses

The following SACC clauses apply to and form part of the contract.

- A9131C (2011-05-16) Controlled Goods Program
- B4060C (2011-05-16) Controlled Goods
- B7500C (2006-06-16) Excess Goods
- D5328C (2007-11-30) Inspection and Acceptance
- D5545C (2010-08-16) ISO 9001:2008-Quality Management Systems-Requirements (QAC C)
- D6010C (2007-11-30) Palletization
- D9002C (2007-11-30) Incomplete Assemblies
- G1005C (2008-05-12) Insurance

13. Preparation for Delivery

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.

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14. Delivery, Inspection and Acceptance

Goods must be consigned and delivered to the destination specified in the Contract
Incoterms 2000 DDP Delivered Duty Paid Petawawa ON.

15. Consignee

Department of National Defence
CANSOFCOM Petawawa
Unit Z-106
46 Centurion Road
Petawawa ON
Canada
K8H 2X3

Attn: Dean Hiscock 613-687-5511- ext 4941