

**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**

<b>Title - Sujet</b> Air/Ground/Air radio systems	
<b>Solicitation No. - N° de l'invitation</b> W8474-126285/A	<b>Date</b> 2012-05-04
<b>Client Reference No. - N° de référence du client</b> W8474-126285	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-011-22724	
<b>File No. - N° de dossier</b> 011qd.W8474-126285	<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 2012-06-08</b>	
<b>Time Zone</b> Fuseau horaire 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> Bailey, Pamela	<b>Buyer Id - Id de l'acheteur</b> 011qd
<b>Telephone No. - N° de téléphone</b> (819) 956-3470 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0767
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. 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**  
Defence Communications Division. (QD)  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III, 8C2  
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>

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## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Required with the Bid

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Preparation for Delivery
14. Shipping Instructions - Delivery at Destination
15. Consignee

List of Annexes:

Annex A - Basis of Payment

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

File No. - N° du dossier

011qdW8474-126285

Buyer ID - Id de l'acheteur

011qd

CCC No./N° CCC - FMS No/ N° VME

W8474-126285

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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 the provision of parts for the Air/Ground/Air radio systems in accordance with Annex A, Basis of Payment detailed herein.

### **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.

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## **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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clauses**

B1000T (2007-1-30) Condition of Material

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.

### **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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Bidder's should include a completed paper copy of the Request for Proposal with its submission, and include the following:

- a) All information in the spaces provided of the solicitation document under Part 6 "Resulting Contract clauses".
- b) Unit price for the items at Annex A, Basis of Payment of this document.
- c) A proposed delivery date in calendar days after the receipt of order.

Bidder's must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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.

#### **1.1 SACC Manual Clauses**

A0222T (2010-01-11) Evaluation of Price

C3011T (2010-01-11) Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **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), Montreal QC, 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.

#### **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 - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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;

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

File No. - N° du dossier

011qdW8474-126285

Buyer ID - Id de l'acheteur

011qd

CCC No./N° CCC - FMS No/ N° VME

W8474-126285

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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), in which case a duly signed certificate of commitment is attached;

d.( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor will provide the goods to the Department of National Defence as detailed in Annex A - Basis of Payment.

#### **2.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A - Basis of payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the options at Annex A at any time before 31 March 2015 by sending a written notice to the Contractor.

### **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 (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (insert the date).

Delivery schedule for optional quantities to be determined upon receipt of order.

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

011qd

Client Ref. No. - N° de réf. du client

W8474-126285

File No. - N° du dossier

011qdW8474-126285

CCC No./N° CCC - FMS No/ N° VME

---

## 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.

### 5.2 Technical Authority

The Technical Authority for the Contract will be identified upon Contract award:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail: \_\_\_\_\_.

The Technical Authority named above 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.

### 5.3 Procurement Authority

The Procurement Authority for the Contract will be identified upon Contract award:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail: \_\_\_\_\_.

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

File No. - N° du dossier

011qdW8474-126285

Buyer ID - Id de l'acheteur

011qd

CCC No./N° CCC - FMS No/ N° VME

W8474-126285

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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.

#### **5.4 Contractor's Representative**

General Enquiries

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 (Montreal QC) Incoterms 2000, GST/HST Extra (if applicable), shipping/transportation costs included.

##### **6.2 Method of Payment**

H1001C (2008-05-12) Multiple Payments

##### **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  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Attn: Kris Kennedy Des Proc 4-4-4-2-3

(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) the 2010A (2012-03-02) General Conditions - Goods (Medium Complexity)
- (c) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))

### 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.

- B7500C (2006-06-16) Excess Goods
- D2025C 2008-12-12 Wood Packaging Materials
- D5328C (2007-11-30) Inspection and Acceptance
- D5545C (2010-08-16) ISO 9001:2008-Quality Management Systems-Requirements (QAC C)
- D5604C 2008-12-12 Release Documents (DND) - Foreign-based Contractor
- D5620C 2007-11-30 Release Documents - Distribution
- D6010C (2007-11-30) Palletization
- D9002C (2007-11-30) Incomplete Assemblies
- G1005C (2008-05-12) Insurance

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

File No. - N° du dossier

011qdW8474-126285

Buyer ID - Id de l'acheteur

011qd

CCC No./N° CCC - FMS No/ N° VME

W8474-126285

---

### **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.

### **14. Shipping Instructions - Delivery at Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Montreal QC). 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.

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.

25 CF Supply Depot Montreal

Montreal, Qué.

Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363

### **15. Consignee**

25 CFSD Receipts Section

CFB Montreal

6363 Notre Dame Est

Montreal QC H1N 2E9

Canada

## Annex A - Basis of Payment

### Table 1

The Contractor will be paid the following firm unit or lot prices, Delivered Duty Paid (DDP) in Canada, Incoterms 2000, in Canadian funds. The HST/GST is extra, if applicable.

Item #	Description	Stock code	Part number	Qty	Price	Ext Price
1	Computer digital	7021-99-880-0375	SN68SG2	4		
2	Control, Radio set	5820-99-799-8794	T6RCMS	6		
3	Transmitter, radio	5820-99-746-2660	B6350HS/NB/50	10		
4	Divider, power, radio freq	5895-99-508-4202	14-083901	10		
5	Interface unit, comm equipment	5895-99-458-9810	E1-RIC	6		
6	Receiver, radio	5820-99-148-0600	B6100/NB	10		
7	Microphone dynamic	P5965-20-A0D6525	24-11030301	4		
8	Control center equipment	P5820-20-A0D6172	BMARCCCE	4		
9	Interconnection cable	P5895-20-A0D6171	17E12600001	6		
10	Modem, mounting panel	P5895-20-A0D6170	68-00901CCE	4		
11	Expander, serial port	P5985-20-A0D6168	25J10989851	4		
12	Modem, leased line	P5895-20-A0D6167	69STD36485A	30		
13	Divider-combiner, power freq	5895-01-578-1053	42-35A-02094-4	10		
					Sub total	
					<b>Total</b>	

### Table 2 - Option

The Contracting Authority may exercise the options at Annex A, Table 2 at any time before 31 March 2014 by sending a written notice to the Contractor.

Item #	Description	Stock code	Part number	Qty	Price
1	Computer digital	7021-99-880-0375	SN68SG2	8	
2	Control, Radio set	5820-99-799-8794	T6RCMS	12	
3	Transmitter, radio	5820-99-746-2660	B6350HS/NB/50	20	
4	Divider, power, radio freq	5895-99-508-4202	14-083901	20	
5	Interface unit, comm equipment	5895-99-458-9810	E1-RIC	12	
6	Receiver, radio	5820-99-148-0600	B6100/NB	20	
7	Microphone dynamic	P5965-20-A0D6525	24-11030301	8	
8	Control center equipment	P5820-20-A0D6172	BMARCCCE	8	
9	Interconnection cable	P5895-20-A0D6171	17E12600001	12	
10	Modem, mounting panel	P5895-20-A0D6170	68-00901CCE	8	
11	Expander, serial port	P5985-20-A0D6168	25J10989851	8	
12	Modem, leased line	P5895-20-A0D6167	69STD36485A	60	
13	Divider-combiner, power freq	5895-01-578-1053	42-35A-02094-4	20	

Solicitation No. - N° de l'invitation

W8474-126285/A

Amd. No. - N° de la modif.

File No. - N° du dossier

011qdW8474-126285

Buyer ID - Id de l'acheteur

011qd

Client Ref. No. - N° de réf. du client

W8474-126285

CCC No./N° CCC - FMS No/ N° VME

**Table 3 - Option**

The Contracting Authority may exercise the options at Annex A, Table 3 at any time before 31 March 2015 by sending a written notice to the Contractor.

Item #	Description	Stock code	Part number	Qty	Price
1	Computer digital	7021-99-880-0375	SN68SG2	16	
2	Control, Radio set	5820-99-799-8794	T6RCMS	24	
3	Transmitter, radio	5820-99-746-2660	B6350HS/NB/50	40	
4	Divider, power, radio freq	5895-99-508-4202	14-083901	40	
5	Interface unit, comm equipment	5895-99-458-9810	E1-RIC	24	
6	Receiver, radio	5820-99-148-0600	B6100/NB	40	
7	Microphone dynamic	P5965-20-A0D6525	24-11030301	16	
8	Control center equipment	P5820-20-A0D6172	BMARCCCE	16	
9	Interconnection cable	P5895-20-A0D6171	17E12600001	24	
10	Modem, mounting panel	P5895-20-A0D6170	68-00901CCE	16	
11	Expander, serial port	P5985-20-A0D6168	25J10989851	16	
12	Modem, leased line	P5895-20-A0D6167	69STD36485A	120	
13	Divider-combiner, power freq	5895-01-578-1053	42-35A-02094-4	40	