

**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 Radio AN-80i	
Solicitation No. - N° de l'invitation U4235-130557/A	Date 2013-01-30
Client Reference No. - N° de référence du client U4235-130557	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-023-23544	
File No. - N° de dossier 023qd.U4235-130557	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tanguay(qd div.), Heather	Buyer Id - Id de l'acheteur 023qd
Telephone No. - N° de téléphone (819) 956-0835 ()	FAX No. - N° de FAX (819) 956-0636
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA RM 1239B 300 SLATER ST OTTAWA Ontario K1A0C8 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

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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ANNEXES

ANNEX A BASIS OF PAYMENT

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Industry Canada has a requirement to purchase thirty (30) AN-80i radios and accessories (POE Power Adapter, Type B Plug and Redline Redcare maintenance service for thirty (30) radios and accessories).

3. 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

3.1 SACC Manual Clauses

B1000T	(2007-11-30)	Condition of Material
B3000T	(2006-06-16)	Equivalent Products
C3011T	(2010-01-11)	Exchange Rate Fluctuation

4. 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.

5. Mandatory Certifications Required Precedent to Contract Award

5.1 Code of Conduct nad Certifications - Related Documentation

5.1.1

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

6. 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.

7. Evaluation Proceures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

7.2 Financial Evaluation

Bidders 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.

7.3 Basis of Selection

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

8. 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

9. 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 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Industry Canada has a requirement to purchase thirty (30) AN-80i radios and accessories (POE Power Adapter, Type B Plug and Redline Redcare maintenance service for thirty (30) radios and accessories).

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.

3.1 General Conditions

2029 (2012-11-19) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4. Delivery Date

All the deliveries must be received on or before March 28, 2013.

5. Authorities

5.1 Contracting Authority (CA)

The Contracting Authority for the Contract is:

Heather Tanguay
 Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Defence and Major Projects Sector (DMPS)
 Place du Portage, Phase III, 11, rue Laurier Street, 8C2 #60, Gatineau, QC K1A 0S5
 Government of Canada
 Telephone: (819) 956-0835
 Facsimile: (819) 956-0636
 E-mail address: Heather.Tanguay@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.

5.2 Procurement Authority

The Procurement Authority for the Contract is:

Marie-Josée Lauzon
 Industry Canada
 Regulatory and Program Planning
 300 Slater Street
 Ottawa, Ontario

K1A 0C8

Telephone: (613) 998-5616

Facsimile: (613) 941-1219

E-mail address: mariejosee.lauzon@ic.gc.ca

The Procurement 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 Procurement Authority, however the Procurement 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 Technical Authority (TA)

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

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.

5.4 Contractor's Representative

Name: _____

Title: _____

Company _____

Address _____

Telephone: ____ ____ ____

Facsimile: ____ ____ ____

E-mail address: _____

6. Payment

6.1 Basis of Payment

- 6.1.1** 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 Canadian funds, DDP Delivered Duty Paid, Incoterms 2000, including any applicable Customs/Duties, GST/HST Extra (if applicable), shipping/transportation costs included.

6.2 Limitation of Price

C6000C (2011-05-16) Limitation of Price

6.3 Method of Payment

H1000C (2008-05-12) Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2029 (2012-11-19) General Conditions - Goods or Services (Low Dollar Value). Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial of final delivery.
3. Invoices must show:
 - a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c) deduction for holdback, if applicable;
 - d) the extension of the totals, if applicable; and
 - e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
4. if applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
5. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
3. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded for certification and payment to the following address:

Marie-Josée Lauzon
Industry Canada
Regulatory and Program Planning
300 Slater Street
Ottawa, Ontario
K1A 0C8
Telephone: (613) 998-5616
Facsimile: (613) 941-1219
 - b) One (1) copy must be forwarded to the "Consignee" identified in this document.
 - c) One (1) copy must be forwarded to the "Contracting Authority" identified in this document.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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.

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) 2029 General Conditions - Goods or Services (Low Dollar Value);
- c) Annex A, Basis of Payment;
- d) the Contractor's bid dated _____

11. SACC Manual Clauses

B7500C	(2006-06-16)	Excess Goods
D2000C	(2007-11-30)	Marking
D2001C	(2007-11-30)	Labeling
D5328C	(2007-11-30)	Inspection and Acceptance
D9002C	(2007-11-30)	Incomplete Assemblies
G1005C	(2008-05-13)	Insurance

12. 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 acceptance by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with Annex A Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have to right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

13. Preparation for Delivery

Preservation and packaging shall be in accordance with best Commercial Standards.

14. Shipping Instructions

Goods shall be consigned to the destination in the Contract and delivered Delivery Duty Paid (DD) Ottawa, Ontario Incoterms 2000 for shipments from a commercial contractor.

15. Consignee

Industry Canada
Regulatory and Program Planning
300 Slater Street
Ottawa, Ontario

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K1A 0C8

Attention: Marc Benoit
Technology Integration Specialist
Technical Analysis and Measurement Systems Directorate
Telephone Number: (613) 952-5882
E-mail: marc.benoit@ic.gc.ca

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ANNEX A**BASIS OF PAYMENT**

For the performance of the Work, the Contractor shall be paid firm unit prices in Canadian funds, DDP Delivered Duty Paid Incoterms 2000, including any applicable Customs/Duties, GST/HST Extra (if applicable).

Item #	Part #	Description	Qty	Prix d'Unité (\$CDN)	Prix Prolongé (\$CDN)
1	80iRR-P-B-Tyy	AN-80i Point to Point configuration up to 18 Mbps uncoded burst rate, with a maximum channel size of 10MHz	30	\$	\$
2	80i-POE-1A	POE power module, single AC Power Input	30	\$	\$
3	PPT-B	Type B Plug, applicable to North America	30	\$	\$
4	RCPS-80-12	AN-80i Technical Support (REDSOURCE)	30	\$	\$
5	80i-P-WE1	128-bit wireless encryption option for AN-80i PTP Terminal	30	\$	\$
			Total		\$
			HST (13%)		\$
			Grand Total		\$