

**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><br>PRESS TO TALK DEVICES (PTT)   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W6399-14FB36/A  | <b>Date</b><br>2013-08-28  |
| <b>Client Reference No. - N° de référence du client</b><br>W6399-14FB36   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$QD-008-23989  |  |
| <b>File No. - N° de dossier</b><br>008qd.W6399-14FB36   | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-09-13</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Van Dusen, Eric  | <b>Buyer Id - Id de l'acheteur</b><br>008qd                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-5816 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-0636                                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>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

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



| Destination Code -<br>Code destinataire | Destination Address -<br>Adresse de la destination  | Invoice Code - Code<br>bur.-comptable | Invoice Address -<br>Adresse de facturation   |
|---|---|---------------------------------------|---|
| D-1                                     | CFB Petawawa<br>46 Centurion Rd., Bld Z106<br>Petawawa, ON K8H 2X3<br>Attention: Dean H - 613-687-5511 x 4333                   | I-1                                   | Department of National Defence<br>Canadian Special Operations Forces Command<br>(CANSOFCOM)<br>COS FD<br>101 Colonel By Dr.<br>Attn: Stephanie Way, DLP 6-2-1-1<br>Ottawa, ON<br>K1A 0K2<br>Canada              |
| D-2                                     | Dwyer Hill Training Center<br>8355 Franktown Road., Bldg #14<br>Richmond, ON K0A 2Z0<br>Attention: Evan S - 613-838-4756 x 2620 | W6399                                 | DEPARTMENT OF NATIONAL DEFENCE<br>CANADIAN SPECIAL OPERATIONS FORCES<br>FORCES COMMAND (CANSOFCOM)<br>COS FD<br>101 COLONEL BY DR.<br>ATTN: STEPHANIE WAY, DLP 6-2-1-1<br>OTTAWA<br>Ontario<br>K1A0K2<br>Canada |



| Item<br>Article | Description  | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire |                        | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|--------------------------|------------------------|------------------------------|
|                 |  |                        |                       |            |                      | Destination              | FOB/FAM<br>Plant/Usine |                              |
| 1               | INVISIO PTT DEVICES<br>PART # P-M20-121000-04-0028 | D - 2                  | W6399                 | 200        | Each                 | \$                       | XXXXXXXXXXXX           | See Herein                   |
|                 |  | D - 1                  | I - 1                 | 5          | Each                 | \$                       | XXXXXXXXXXXX           | See Herein                   |
|                 |  | Total                  |                       | 205        | Each                 | \$                       | XXXXXXXXXXXX           |                              |

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Buyer ID - Id de l'acheteur

008qd

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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 press to talk (PTT) devices (PART No. P-M20-121000-04-0028), which are manufactured by Invisio Inc.

### **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 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 (2013-06-01) 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 (2007-11-30) 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, preferably by email 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

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.

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 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 Basis of Payment. The following Basis of Payment terms apply:

|                                  |  |
|----------------------------------|--|
| Incoterms 2000:                  | DDU Delivered Duty Unpaid (Richmond, ON and Petawawa, ON). |
| Transportation/Shipping charges: | Included.  |
| Canadian Customs/Duties:         | Excluded.  |
| GST/HST:                         | Extra, if applicable.                                      |

Bidders must submit firm unit prices for the items listed at page two (2) of this document.

#### Section II: Certifications

Bidders must submit the certifications required under Part 5.

##### 1.1 Exchange Rate Fluctuation

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

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

#### **1.1 Financial Evaluation**

1. The price of the bid will be evaluated as follows:

(a.) Bidders must submit firm prices, Incoterm 2000 DDU, and Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded.

2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign 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 will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 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 Human Resources and Skills Development Canada (HRSDC) - 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 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 press to talk (PTT) devices (PART No. P-M20-121000-04-0028), which are manufactured by Invisio Inc.

#### 2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Requirement 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 option within two years after contract award by sending a written notice to the Contractor.

Delivery Dates will be determined at the time of exercising the option.

### 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

2010A (2013-04-25), 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 \_\_\_\_\_.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Eric Van Dusen  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector  
Defence Communications Division (QD)  
11 Laurier Street  
Place du Portage, Phase III, 8C2  
Gatineau, Quebec, Canada K1A 0S5

Telephone: (819) 956-5816 Facsimile: (819) 956-0636

E-mail: eric.vandusen@tpsgc-pwgsc.gc.ca

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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 will be identified upon Contract award.

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 is:

Stephanie Way, DLP 6-2-1-1

STEPHANIE.WAY@forces.gc.ca

Canadian Special Forces Command, (CANSOFCOM)

101 Colonel By Drive, Ottawa ON K1A 0K2

613-945-2788

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

The person responsible for:

General/Technical/Delivery issues

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

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

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

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

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

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

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

## 6. Payment

### 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 price of \$ \_\_\_\_\_ in \_\_\_\_\_ funds, Delivered Duty Unpaid (DDU), excluding Travel and Living Expenses. The Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## 6.2 Limitation of Price

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

## 6.3 Method of Payment

H1001C (2008-05-12) Multiple Payments

## 6.4 SACC Manual Clauses

|                     |   |
|---------------------|---|
| C2000C (2007-11-30) | Taxes - Foreign-based Contractor                        |
| C2604C (2010-01-11) | Customs Duties, Excise Taxes and GST/HST - Non-resident |
| C2611C (2007-11-30) | Customs Duties - Contractor Importer                    |

## 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 following address for certification and payment.

Stephanie Way, DLP 6-2-1-1  
STEPHANIE.WAY@forces.gc.ca  
Canadian Special Forces Command, (CANSOFCOM)  
101 Colonel By Drive, Ottawa ON K1A 0K2  
613-945-2788

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

c. One (1) copy to Consignee.

## 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

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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 (2013-04-25), General Conditions - Goods (Medium Complexity),
- (c) the Contractor's bid dated \_\_\_\_\_ .

### **11. Defence Contract**

SACC Manual Clause A9006C (2012-07-16) Defence Contract

### **12. SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods

D2001C (2007-11-30) Labelling

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  
(Quality Assurance Code 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 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 all items in quantities of 1 by package.

### **14. Shipping Instructions**

Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Unpaid (DDU) Incoterms 2000 for shipments from a commercial contractor.

### **15. Consignees**

Dwyer Hill Training Center

8355 Franktown Road., Bldg #14

Richmond, ON K0A 2Z0

Attention: Evan S – 613-838-4756 x 2620

CFB Petawawa

46 Centurion Rd., Bld Z106

Petawawa, ON K8H 2X3

Attention: Dean H – 613-687-5511 x 4333