



**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

There is no security requirement

Title - Sujet Mobile Handheld Upgrade Kit	
Solicitation No. - N° de l'invitation 08834-200580/A	Date 2021-03-17
Client Reference No. - N° de référence du client 20200580	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-049-28157	
File No. - N° de dossier 049qd.08834-200580	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-06 Heure Avancée de l'Est HAE	
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: Groulx, Andy	Buyer Id - Id de l'acheteur 049qd
Telephone No. - N° de téléphone (873) 355-3345 ()	FAX No. - N° de FAX () -
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 – Voir ci-inclus	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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 STATEMENT OF REQUIREMENT	2
1.3 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES.....	5
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	6
PART 6 - RESULTING CONTRACT CLAUSES	6
6.1 SECURITY REQUIREMENTS	7
6.2 STATEMENT OF REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT	7
6.5 AUTHORITIES	8
6.6 PAYMENT	9
6.7 INVOICING INSTRUCTIONS	9
6.8 CERTIFICATIONS	9
6.9 APPLICABLE LAWS.....	9
6.10 PRIORITY OF DOCUMENTS	10
6.11 DISPUTE RESOLUTION.....	10
ANNEX "A" - STATEMENT OF REQUIREMENT	11
APPENDIX 1 TO ANNEX "A" - TECHNICAL EVALUATION.....	12
ANNEX "B" - BASIS OF PAYMENT AND FINANCIAL BID EVALUATION.....	13

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no Security Requirement associated with this requirement.

1.2 Statement of Requirement

The Contractor must provide the items detailed at Annex A – Statement of Requirement.

1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Modify 2003 Para 08 (2019-03-04) Transmission by facsimile DELETE Para 1.

NOTE: Bids are to be submitted in accordance with Para 2. by epost Connect

1. epost Connect
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.dgareceptiondessomissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

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- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.2 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 in the bid solicitation.

Note: bidders must only submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 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.

2.4 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Section I: Technical Bid

I.1 The definition of mandatory requirements is as follows:

MANDATORY REQUIREMENTS. A mandatory requirement is identified specifically with the word "shall", "must", "will", "mandatory" or the phrase "Canada requires".

I.2 Bidders must utilize Appendix 1 to Annex A – Technical Bid Evaluation Criteria to address Mandatory and Rated Technical Requirements as listed therein.

I.3 Bidders must submit a completed Appendix 1 to Annex A that explicitly addresses all the listed Mandatory requirements.

I.4 Bidders should address clearly and in sufficient depth the Mandatory and Rated Technical Requirements that are subject to the evaluation criteria contained in Appendix 1 to Annex A against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

I.5 Bidders must include Proof of Compliance in the technical bid as defined where specified in Appendix 1 to Annex A. References to Web sites are not acceptable.

I.6 Bidders must include in the column entitled "Proposal Reference(s)" of Appendix 1 to Annex A, the relevant section(s) of its bid which contains the information demonstrating compliance with the respective evaluation criteria.

Section II: Financial Bid

Bidders must submit the financial information within the tables provided in the Annex B - Basis of Payment and Financial Bid Evaluation Criteria.

Bidders must submit pricing for all items in the Basis of Payments in their respective tables and cells as provided in Annex B – Basis of Payment and Financial Bid Evaluation.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1. At bid closing time, the Bidder must demonstrate compliance with the mandatory technical criteria detailed in the Appendix 1 to Annex A -Technical Evaluation and provide the necessary documentation to support compliance.
2. Bidders must meet all mandatory requirements as specified in Appendix 1 to Annex A. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive and will not be further evaluated.
3. Bids meeting the mandatory requirements of the Solicitation (Appendix 1 to Annex A") will proceed to the Financial Evaluation. Bids not meeting the mandatory criteria will be deemed non-responsive and will not receive any further consideration.

4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B – Basis of Payment and Financial Bid Evaluation.

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 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.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award

The certifications listed below should be 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 provide the certifications listed below within the time frame provided will render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Solicitation No. - N° de l'invitation
08834-200580/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
049qd

Client Ref. No. - N° de réf. du client
20200580

File No. - N° du dossier
049qd.08834-200580

CCC No./N° CCC - FMS No./N° VME

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must deliver the goods in accordance with the Statement of Requirement at Annex "A".

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) (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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The contract period is from contract award to delivery of the goods

6.4.2 Delivery Date

All the deliverables must be received no later than 60 days after contract is awarded or mutually agreed upon dates.

6.4.3 Delivery Points

Delivery of the requirement will be made to the following delivery point as specified at Annex "A":

Global Affairs Canada
125 Sussex Drive,
Ottawa, Ontario
K1A 0G2
Canada

Attention: _____ (to be inserted at time of contract award)

E-mail: _____

Solicitation No. - N° de l'invitation
08834-200580/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
049qd

Client Ref. No. - N° de réf. du client
20200580

File No. - N° du dossier
049qd.08834-200580

CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Andy Groulx
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate
Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC K1A 0S5
Government of Canada

Telephone: (873) 355-3345
Facsimile: (819) 420-1768
E-mail address: andy.groulx@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 Procurement Authority

The Procurement Authority for the Contract is:

To be inserted at contract award.

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 financial and 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 or the pricing in the Basis of Payment (Annex C). Changes to the scope of the Work or the Basis of Payment can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted at 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.

6.5.4 Contractor's Representative

To be inserted at contract award.

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment.

The following terms shall apply:

Incoterms 2010 : Delivery Duty Paid (DDP)
Transportation/ Shipping charges: Included
Canadian Customs/Duties : Included
GST/HST : Extra

6.6.2 Method of Payment

H1001C (2008-05-12) Multiple Payments

6.7 Invoicing Instructions

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Global Affairs Canada
125 Sussex Drive,
Ottawa, Ontario
K1A 0G2
Canada
Attention: _____ *(To be inserted at the time of contract award)*
E-mail: _____

- b. One (1) e-copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) e-copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- d. one (1) e-copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 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 supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated _____ (inserted after contract award)

6.11 Dispute Resolution

The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Solicitation No. - N° de l'invitation
08834-200580/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
049qd

Client Ref. No. - N° de réf. du client
20200580

File No. - N° du dossier
049qd.08834-200580

CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - STATEMENT OF REQUIREMENT

1. TITLE

Mobile Handheld Upgrade Kits for Motorola XPR-5550e radios or Technical Authority approved equivalent.

2. DELIVERABLES

Sixty-seven (67) PMLN7131 Handheld Upgrade Kits or Technical Authority approved equivalent.

3. DELIVERY LOCATION

Proposed format #1 (Single location):

Global Affairs Canada
125 Sussex Drive,
Ottawa, Ontario
K1A 0G2
Canada

Solicitation No. - N° de l'invitation
08834-200580/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
049qd

Client Ref. No. - N° de réf. du client
20200580

File No. - N° du dossier
049qd.08834-200580

CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 to ANNEX "A" - TECHNICAL EVALUATION

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders MUST demonstrate how they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

	CRITERIA	Reference in Proposal (Document Page No., etc.)	Bidder's Comments
M1	Must be Mobile Handheld Upgrade Kit part #PMLN7131 or Technical Authority approved equivalent which must be able to integrate with a Motorola XPR 5550e radio.		

Solicitation No. - N° de l'invitation
08834-200580/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
049qd

Client Ref. No. - N° de réf. du client
20200580

File No. - N° du dossier
049qd.08834-200580

CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - BASIS OF PAYMENT AND FINANCIAL BID EVALUATION

#	Item Description	QTY	Unit of issue	Unit Price	Extended price
1	Mobile Handheld Upgrade Kit part #PMLN7131 or technical authority approved equivalent which integrates with Motorola XPR 5550e radios	67	Each	\$	\$
TOTAL BID (excluding taxes)					\$