

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 ANALYZER, SPECTRUM (WITH CASE)	
Solicitation No. - N° de l'invitation W8486-140816/A	Date 2014-01-08
Client Reference No. - N° de référence du client W8486-140816	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-442-64355	
File No. - N° de dossier hn442.W8486-140816	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-25	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hamel, Jean-Yves	Buyer Id - Id de l'acheteur hn442
Telephone No. - N° de téléphone (819) 956-8278 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 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
Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>NSN - NNO: 6625-01-616-2703 ANALYZER, SPECTRUM SPECTRUM ANALYZER WITH OPTION 720 (FREQUENCY RANGE 9 KHZ TO 20 GHZ)</p> <ul style="list-style-type: none"> NOTE - Equivalent SPECTRUM ANALYZER must be backward compatible with the Anritsu MS2721A and MS2721B family spectrum analyzer. Equivalent SPECTRUM ANALYZER must be able to do the X, KU and DBS bands. Equivalent SPECTRUM ANALYZER must have a minimum frequency coverage of 9 KHz to 20 Ghz. Equivalent SPECTRUM ANALYZER must be 100% compatible with the Newpoint Network Management System which is now sold under the company name of Kratos Networks. Equivalent SPECTRUM ANALYZER must also add in the required Newport (Kratos Networks) drivers needed to work with DND's existing Network Management System. <p>P/N: MS2720T-0720 NCAGE: 0T1F7 Supplier: ANRITSU COMPANY</p> <ul style="list-style-type: none"> P/N Proposed: _____ NCAGE Proposed: _____ 	WB941	W8486	8	Each	\$	XXXXXXXXXXXX	See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 6625-01-558-4206 CASE, ELECTRICAL-ELECTRONIC TEST A ND MEASURING EQUIPMENT TRANSIT CASE • NOTE - The CASE must be designed for use with the SPECTRUM ANALYZER listed herein. • P/N: 760-243R NCAGE: 0T1F7 Supplier: ANRITSU COMPANY • P/N Proposed: _____ • NCAGE Proposed: _____	WB941	W8486	8	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Del. Offered Liv. offerte
3	<p>NSN - NNO: 6625-01-616-2703 ANALYZER, SPECTRUM SPECTRUM ANALYZER WITH OPTION 720 (FREQUENCY RANGE 9 KHZ TO 20 GHZ)</p> <ul style="list-style-type: none"> NOTE - Equivalent SPECTRUM ANALYZER must be backward compatible with the Anritsu MS2721A and MS2721B family spectrum analyzer. Equivalent SPECTRUM ANALYZER must be able to do the X, KU and DBS bands. Equivalent SPECTRUM ANALYZER must have a minimum frequency coverage of 9 KHz to 20 Ghz. Equivalent SPECTRUM ANALYZER must be 100% compatible with the Newpoint Network Management System which is now sold under the company name of Kratos Networks. Equivalent SPECTRUM ANALYZER must also add in the required Newport (Kratos Networks) drivers needed to work with DND's existing Network Management System. <p>P/N: MS2720T-0720 NCAGE: 0T1F7 Supplier: ANRITSU COMPANY</p> <ul style="list-style-type: none"> P/N Proposed: _____ NCAGE Proposed: _____ 	WB941	W8486	2	Each	<p>\$</p> <p>XXXXXXXXXXXX</p>	See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at pages 2 to 5.

2.1 Delivery Requirement

Delivery is requested to be completed by 31 March 2014.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2007-11-30

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 ten (10) 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:	Technical Bid	(One (1) hard copy)
Section II:	Financial Bid	(One (1) hard copy)
Section III:	Certifications	(One (1) hard copy)
Section IV:	Additional Information	(One (1) hard copy)

Prices should appear in the financial bid only. No prices should 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 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.

Section I: Technical Bid (One (1) hard copy)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - (a) designates the brand name, model and/or part number of the substitute product;
 - (b) states that the substitute product is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute product with the bid;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within ten (10) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the

sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

Section II: Financial Bid (One (1) hard copy)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications (One (1) hard copy)

1.4 Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information (One (1) hard copy)

1.5 Additional Information

1.5.1 Delivery Proposed

Proposed delivery is as follows:

Item 1 complete by _____

Item 2 complete by _____

Item 3 complete by _____

Item 4 complete by _____

Solicitation No. - N° de l'invitation

W8486-140816/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn442

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

W8486-140816

File No. - N° du dossier

hn442W8486-140816

CCC No./N° CCC - FMS No/ N° VME

1.5.2 Contractor Representatives

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

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.

Evaluation Criteria

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

Technical compliance (description of items 1 to 4 from pages 2 to 5 herein);
Bids must be submitted for all destinations per NSN.

1.2 Financial Evaluation

The Bid price will be determined by processing items 1 to 4 at pages 2 to 5 as follows:

1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

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 on an aggregate basis will be recommended for award of a contract.

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) 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at pages 2 to 5.

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B4019C	United States Military Specifications and Standards	2007-11-30
B7500C	Excess Goods	2006-06-16

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.

3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean-Yves Hamel

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HN" Division

7B3, Place du Portage, Phase III

11 Laurier Street

Gatineau, QC, K1A 0S5

Telephone : (819) 956-8278

Facsimile : (819) 953-4944

E-mail : JeanYves.Hamel@pwgsc-tpsgc.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 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at contract
Telephone: will be inserted at contract
Facsimile: will be inserted at contract
E-mail: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone: will be inserted at contract
Facsimile: will be inserted at contract
E-mail: will be inserted at contract

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 firm unit prices as specified in the contract. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

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

6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.4 SACC Manual Clauses

SACC Reference	Section	Date
C2611C	Customs Duties - Contractor Importer	2007-11-30
D0050C	End User Certificate	2007-05-25
G1005C	Insurance	2008-05-12

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

National Defence Headquarters
 MGen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON
 K1A 0K2
 Attention: will be inserted at contract

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

Department of Public Works and Government Services
 "HN" Division
 7B3 Place du Portage, Phase III
 11 Laurier Street
 Gatineau, QC
 K1A 0S5
 Attention: Jean-Yves Hamel

8. Certifications

8.1 Compliance

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 will be inserted at contract.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated will be inserted at contract

11. Defence Contract

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

12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- (a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all reprourement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Montreal, Quebec) Incoterms 2000 for shipments from a commercial contractor.

13.2 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 one (1) unit pack by package.

NOTE - SPECTRUM ANALYZERS (Items 1 and 3) are **NOT** to be packaged/shipped inside the **CASES** (Items 2 and 4).

13.3 Shipping - Scheduling

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depot 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 / 4673 / 4282