

**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> FILTER,RADIO FREQUENCY INTERFERENCE	
<b>Solicitation No. - N° de l'invitation</b> W8482-146300/A	<b>Date</b> 2014-03-13
<b>Client Reference No. - N° de référence du client</b> W8482-146300	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-445-64846	
<b>File No. - N° de dossier</b> hn445.W8482-146300	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <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> Ladouceur, Joanne M.	<b>Buyer Id - Id de l'acheteur</b> hn445
<b>Telephone No. - N° de téléphone</b> (819) 956-3587 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE P.O. BOX 99000 STN FORCES HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada



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	NSN - NNO: 5915-01-502-6421 FILTER,RADIO FREQUENCY INTERFERENC E NSCM P/N and MANUFACTURER 13619 RF16367 EMS Development Corp., Yaphank, NY ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____ week(s) ARO	W0100	W010B	13	Each	\$	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
2	NSN - NNO: 5915-01-502-6421 FILTER,RADIO FREQUENCY INTERFERENC E NSCM P/N and MANUFACTURER 13619 RF16367 EMS Development Corp., Yaphank, NY ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____ week(s) ARO	W2B02	W0103	7	Each	\$	XXXXXXXXXXXX	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 will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 3 to 4.

**2.1 Delivery Requirement**

Delivery is requested to be completed by *April 28, 2014*.

**2.2 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is \_\_\_\_\_.

**2.3 Contractor Contacts**

Name and telephone number of the person responsible for :

**General enquiries**

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**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.

## 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 standard instructions and conditions 2003 (01/03/2014) are incorporated by reference into and form part of the bid solicitation.

Section 5.4 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	16/07/12
B1000T	Condition of Material	30/11/07

#### 1.2 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;
  - (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.

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Buyer ID - Id de l'acheteur

hn445

CCC No./N° CCC - FMS No/ N° VME

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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.

## 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. Do not send proposal directly to the Contracting Officer. Email proposals not accepted.

### *PWGSC Bids Receiving Unit*

*11 Laurier Street*

*Place du Portage, Phase 3, Core 0A1*

*Gatineau, Qubec, KIA 0S5*

*Tel.: 819-956-3366*

### 2.1 Technical Documentation

**TECHNICAL/DESCRIPTIVE LITERATURE FOR EQUIVALENT PRODUCTS PROPOSED MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.**

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests bidders to 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.

### Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Esquimalt, British Columbia and Halifax, Nova Scotia), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 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 Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:  
Technical compliance (description of items 001 to 002 from pages 3 to 4 herein);

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Bids must be submitted for all destinations per NSN;  
Acceptance of terms and conditions as mentioned in the bid solicitation;  
Completion of the proposal.

## 1.2 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:  
Compliance with Pricing Basis.

The Bid price will be determined by processing items at pages 3 to 4 as follows:  
Sum of all items total price.

## 1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;  
Mandatory Certifications Required Precedent to Contract Award as specified herein.

## 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 to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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

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

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help 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.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 3 to 4.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	16/06/06
B7500C	Excess Goods	16/06/06

### 3. Standard Conditions and Clauses

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (01/03/2014) 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	28/01/13
C2801C	Priority Rating - Canadian Contractors	16/05/11

#### 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:

*Joanne Ladouceur (M)*  
*Supply Specialist*  
 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) 956-3587

E-mail address: joanne.m.ladouceur@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 Contacts

Name and telephone number of the person responsible for:

###### General Enquiries

Name: \_\_\_\_\_ *will be inserted at contract*  
 Telephone No. \_\_\_\_\_ *will be inserted at contract*  
 Facsimile No. \_\_\_\_\_ *will be inserted at contract*  
 E-mail address: \_\_\_\_\_ *will be inserted at contract*

###### Delivery Follow-up

Name: \_\_\_\_\_ *will be inserted at contract*  
 Telephone No. \_\_\_\_\_ *will be inserted at contract*  
 Facsimile No. \_\_\_\_\_ *will be inserted at contract*  
 E-mail address: \_\_\_\_\_ *will be inserted at contract*

## 6. Payment

### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the *firm unit prices* specified in the Contract (*page 3 to 4*). Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 6.2 Limitation of Price

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.

### 6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	12/05/08
H1001C	Multiple Payments	12/05/08

## 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 consignees for certification and payment.
  - (b) One (1) copy must be forwarded to the following address.

Department of Public Works and Government Services  
 "HN" Division  
 7B3 Place du Portage, Phase III  
 11 Laurier Street  
 Gatineau, QC K1A 0S5  
 Attention: *Joanne Ladouceur (M)*

- (c) one (1) copy must be forwarded to the following address.

National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON, K1A 0K2  
 Attention: D Mar P 4-3-6-2.

## 8. Certifications

- 8.1 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.

## 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 9. Applicable Laws

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

## 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 (01/03/2014) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s), if applicable*).

## 11. Defence Contract

SACC Manual clause A9006C (16/07/2012) Defence Contract.

## 12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10

### 12.1 NSCM Traceability

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

The Crown may either:

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hn445

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

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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 the Crown, 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 the Crown, and the costs which, in the Crown'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	30/11/07
D2001C	Labelling	30/11/07
D6010C	Palletization	30/11/07
D2025C	Wood Packaging Materials	06/11/13
D9002C	Incomplete Assemblies	30/11/07

#### 13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Esquimalt, British Columbia and Halifax, Nova Scotia) 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) by package.

#### 13.3 Shipping - Scheduling

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

(a) 2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: 250-363-4963

(b) 7H1 CF Halifax  
Halifax, N.S.  
Telephone: 902-427-1441