

**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

| | |
|---|---|
| Title - Sujet MICROWAVE & VECTOR ANALYZERS | |
| Solicitation No. - N° de l'invitation W8482-156602/A | Date 2014-12-16 |
| Client Reference No. - N° de référence du client W8482-156602 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HN-445-66376 | |
| File No. - N° de dossier hn445.W8482-156602 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-27 | 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: Ladouceur, Joanne M. | Buyer Id - Id de l'acheteur hn445 |
| Telephone No. - N° de téléphone (819) 956-3587 () | 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

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 | |



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|---|---------------------------------------|---|
| D - 1 | FMF Cape Scott HMC Dockyard Maritime Forces Atlantic Attention: LT(N) Dave Boran (NESTR_A) 902 427-7007 Door 13 Bldg D200 HALIFAX NS B3K 5X5 CANADA | W8482 | DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada |
| W2B02 | DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD ATTN: KEITH LAVERTY (NESTR_P) VICTORIA British Columbia V9A7N2 Canada | W8482 | DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 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 | Microwave, Cable, and Antenna Analyzer Key Features & Specifications •Vector network analyzer; •Transmission/reflection (S21, S11), magnitude and phase; •30 kHz to 26.5 GHz; •Directivity > 42 dB, dynamic range 100 dB to 9 GHz, 90 dB to 18 GHz; •Flat output power (± 1 dB) across whole frequency range, adjustable in 1 dB steps. Description: A base combination analyzer includes a cable and antenna analyzer. Option adds; •A vector network analyzer mode with transmission/reflection or S21 and S11 measurements, both magnitude and phase. Available calibrations are CalReady, one-port OSL, response and enhanced response; •Insertion loss measurement to the base cable and antenna analyzer or CAT mode; •2-port transmission measurement to the vector voltmeter mode, available as Option; •Tracking capability to the spectrum analyzer independent source, available as Option (source and spectrum analyzer set to sweep a frequency range, in sync) | W2B02 | W8482 | 1 | Lot | \$XXXXXXXXXXXXX | 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 | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 3 | Microwave, Cable, and Antenna Analyzer Key Features & Specifications •Vector network analyzer; •Transmission/reflection (S21, S11), magnitude and phase; •30 kHz to 26.5 GHz; •Directivity > 42 dB, dynamic range 100 dB to 9 GHz, 90 dB to 18 GHz; •Flat output power (± 1 dB) across whole frequency range, adjustable in 1 dB steps. Description: A base combination analyzer includes a cable and antenna analyzer. Option adds; •A vector network analyzer mode with transmission/reflection or S21 and S11 measurements, both magnitude and phase. Available calibrations are CalReady, one-port OSL, response and enhanced response; •Insertion loss measurement to the base cable and antenna analyzer or CAT mode; •2-port transmission measurement to the vector voltmeter mode, available as Option; •Tracking capability to the spectrum analyzer independent source, available as Option (source and spectrum analyzer set to sweep a frequency range, in | D - 1 | W8482 | 1 | Lot | \$XXXXXXXXXXXXX | 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 | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|-------------|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 3 | sync) | | | | | | | |

Solicitation No. - N° de l'invitation

W8482-156602/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn445W8482-156602

Buyer ID - Id de l'acheteur

hn445

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

W8482-156602

CCC No./N° CCC - FMS No/ N° VME

DOCUMENT ATTACHED

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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 *March 2, 2015*.

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 (25/09/2014) 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 | 26/06/14 |

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.

PWGSC Bids Receiving Unit

11 Laurier Street

Place du Portage, Phase 3, Core 0A1

Gatineau, Quebec, K1A 0S5

Tel.: 819-956-3370

Fax: 819-997-9776

2.1 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE FOR 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.

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.

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) (<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 lot prices in Canadian dollars, DDP Delivered Duty Paid (Esquimalt, BC and Halifax, NS), 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 at pages 3 to 4 herein);
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;
Financial Capability as specified at Part 2, para 1.1.;
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_equality/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 (27/11/2014) 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 Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the *firm lot prices* specified in the Contract (*pages 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 consignee 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 3-3-2.

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 (27/11/2014) 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 (Quality Assurance Code 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:

- 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 procurement 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 |
| B1505C | Shipment of Hazardous Materials | 16/06/06 |
| 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, B.C and Halifax, N.S.) 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-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment.

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