



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Spectrum Analyzer	
Solicitation No. - N° de l'invitation W3474-162811/A	Date 2016-01-15
Client Reference No. - N° de référence du client W3474-16-2811	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-710-6807	
File No. - N° de dossier KIN-5-44142 (710)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-25	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dunphy, Ken	Buyer Id - Id de l'acheteur kin710
Telephone No. - N° de téléphone (613) 449-5116 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Aerospace and Telecom Engineering S 35 WESTWIN AVE TRENTON Ontario K0K3W0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	3
2.3 ENQUIRIES - BID SOLICITATION	3
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	5
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	5
5.1 CERTIFICATIONS REQUIRED WITH THE BID	5
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	6
PART 6 - RESULTING CONTRACT CLAUSES	6
6.1 SECURITY REQUIREMENTS	6
6.2 REQUIREMENT	6
6.3 STANDARD CLAUSES AND CONDITIONS	7
6.4 TERM OF CONTRACT	7
6.5 AUTHORITIES	7
6.6 PAYMENT	8
6.7 INVOICING INSTRUCTIONS	9
6.8 CERTIFICATIONS	9
6.9 APPLICABLE LAWS	9
6.10 PRIORITY OF DOCUMENTS	9
6.11 DEFENCE CONTRACT	9
6.12 SACC <i>MANUAL</i> CLAUSES	9
ANNEX "A"	10
REQUIREMENT	10
ANNEX "B"	11
BASIS OF PAYMENT	11

PART 1 - GENERAL INFORMATION

1.1 Requirement

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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>) 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

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

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (one hard copy)

Section II: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

Section II: 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 Financial Evaluation

The Bidder must complete and submit its financial offer in accordance with Annex "B", Basis of Payment, in Canadian funds.

Pricing must be provided for all items.

Offers will be evaluated based on the prices detailed in Annex "B", Requirement & Basis of Payment.

The price used in the evaluation will be the Evaluated Price which is calculated as follows:

The Extended Price is the Quantity multiplied by the Firm Lot Price.

4.1.2 Evaluation of Price

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 *SACC Manual* Clause [A0069T](#) (2007-05-25), Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information 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 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the goods in accordance with the 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](#) (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 1 of 2010A 09 (2014-09-25) Warranty is amended as follows;

Replace:

The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

With:

The warranty period will be 36 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2016.

6.4.2 Shipping Instructions - Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid" Canadian Forces Base Trenton, Trenton, Ontario, Canada.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ken Dunphy
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St. 2nd floor
Telephone: (613) 545-8060
Facsimile: (613) 545-8067
E-mail address: Ken.Dunphy@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

Solicitation No. - N° de l'invitation
W3474-162811
Client Ref. No. - N° de réf. du client
W3474-16-2811

Amd. No. - N° de la modif.
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KIN-5-44142

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

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 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Address: _____

Telephone No: _____
Facsimile No: _____
E-mail address: _____

The Project 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 technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____

Telephone No: _____
Facsimile No: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B" for a cost of \$ _____ (insert the amount at contract award). 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.

6.6.2 Limitation of Price

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

6.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.7 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 address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

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

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 general conditions [2010A](#) (2015-09-03) General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.11 Defence Contract

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

6.12 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment
SACC Manual clause [G1005C](#) (2005-05-12) Insurance

Annex "A"

Requirement

The Department of National Defence, Canadian Forces Trenton, Aerospace and Telecommunication Engineering Support Squadron requires the supply of one spectrum analyzer.

The supplied equipment must meet each of the following performance capabilities and specifications;

- a. Single Unit: All components contained in one analyzer chassis with no external add-on components.
- b. Single supplier: All proposed components manufactured by one OEM.
- c. Frequency: Able to operate from 10Hz to a minimum of 26.5 GHz.
- d. Resolution Bandwidth: Have an adjustable RBW from 1 Hz to 3 MHz.
- e. Amplitude accuracy: less than or equal to +/- 0.3 dB up to 3.6 GHz.
- f. Preamplifier: Incorporate an internal preamplifier that is usable from 1 MHz to 26.5 GHz.
- g. Displayed Average Noise Level: Have a DANL less than or equal to -150 dBm at 26.5 GHz. Use of the built-in preamplifier to achieve this specification is allowed.
- h. Real-Time Analyzer: Provide a real-time capability.
- i. Real-Time Analyzer Frequency Mask Trigger: Provide frequency mask triggering.
- j. Real-Time Intercept: Provide 100% probability of intercept (frequency mask trigger) for signals with duration greater than or equal to 4 microseconds.
- k. Real-Time Analysis Bandwidth: Be able to digitize for processing an instantaneous bandwidth around the centre frequency of a minimum of 80 MHz.
- l. Real-Time Displays: Provide spectrogram, power vs frequency, and power vs time displays.
- m. USB: Provide a USB 2.0 port for downloading of data.
- n. Hard drive: Come with a removable hard drive.
- o. Handles: Have front handles.
- p. Ethernet: Be controllable via Ethernet connection.
- q. Calibration: The Contractor must provide a hard copy Certificate of Calibration (in English) for the supplied analyzer
- r. Applications: Be capable of or be upgradeable at a later date using software updates only to provide pulse measurement, analog demodulation, phase noise measurement, and noise figure measurement.
- s. Software: Be compatible with OEM supplied software for post measurement analysis of real-time data including vector signal analysis for cellular and wireless connectivity signals.
- t. Obsolescence management: Have an upgradeable processor, memory and operating system.

Solicitation No. - N° de l'invitation
W3474-162811
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Buyer ID - Id de l'acheteur
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Annex "B"

Basis of Payment

Firm lot price, all inclusive, in Canadian funds, Delivered Duty Paid "DDP" to Canadian Forces Base Trenton, Trenton, Ontario, including supply and delivery. Prices included Canadian customs duties and excise taxes as applicable and Taxes Extra.

Firm Requirement:

Item	Description	Quantity	Firm Lot Price
1.0	Supply and deliver a spectrum analyzer in accordance with Annex "A".	1	\$ _____