



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

National Defence Headquarters
101 Colonel By Drive
Ottawa, On
K1A 0K2
Ryan Billingham D Mar P 5-4-2-6
email: ryan.billingham@forces.gc.ca
Tel: 819-939-4350
Fax: 819-939-3023

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. E60HN-11ELEC. Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro E60HN-11ELEC. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande W8482-16D252	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 14:00:00 on - le 18/10/2016	File No. - N° de dossier 6000378885

Date of Solicitation - Date de la demande 30 September 2016	
Address inquiries to - Adresser toute demande de renseignements à : Ryan Billingham ryan.billingham@forces.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 819-939-4350	Facsimile No. N° de télécopieur
Destination Formation Commander HMC Dockyard Bldg D-206 Door 1 thru 13 Halifax NS, B3K 5X5, Canada	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant de la taxe sur les produits et services doit apparaître séparément.

Delivery required - Livraison exigée 2016-11-09	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date



From - De
DEPT OF NATIONAL DEFENCE NDHQ
D MAR P
101 COLONEL BY DR.
OTTAWA ON K1A 0K2

For Amendment Only - Aux fins de modification seulement		Amend.No. / Modif. n°		Increase/Decrease / Augmentation/Réduction		Previous cost / Prix antérieur		Total Estimated Cost / Coût global estimatif		Accounting Office Code / Code du bureau comptable		Requisition No. - Demande / Ord. Off - Bur. deman. Yr.-An. Ser. No - N° de série		Page 1 of/de 21	
		000				0.00		0.00		W8482		W848216D252			

DRMIS Doc No / No doc du SIGRD
6000378885

Date of Solicitation / Date de l'invitation à soumissionner		18.10.2016		Destination		Base Commander / Bldg 66 Colwood / VICTORIA BC V9A 7N2	
Clauses (1) and (2) below will form part of this: / Les clauses 1 et 2 ci-dessous font partie du document de:		<input checked="" type="checkbox"/> Request for proposal / Demande de proposition		<input type="checkbox"/> Contract / Contrat		<input type="checkbox"/> Amendment / Modification	

Inspection Agency - Chargé de l'inspection

Consignee at destination / Consignataire à destination Specified herein / Précisé dans les présentes

Direct Inquiries to: / Adresser toutes demandes de rens. à :

Name - Nom
Ryan Billingham
Telephone No. - N° de téléphone

Fax No. - N° de télécopieur Telex No.

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the numbers in areas indicated with a black square. ■

Les numéros figurant dans les cases marquées d'un carré noir doivent être indiqués dans toutes les factures, tous les connaissements et tous les bordereaux d'accompagnement. ■

Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :

DEPT OF NATIONAL DEFENCE NDHQ
D MAR P
101 COLONEL BY DR.
OTTAWA ON K1A 0K2

Financial Code(s) - Code(s) financier(s) ■

Security - Does this contract include security provisions? / Sécurité - Ce contrat comprend-il des exigences en matière de sécurité? No / Non Yes / Oui

If yes, an SRCL must accompany this contract. / Si oui, on doit joindre une LVERS au contrat.

- The "Minister" means the minister of National Defence/Défense nationale and any other person authorized to act on the Minister's behalf. / Le "Ministre" désigne le Ministre d' et toute autre personne désignée pour le remplacer.
- The Terms and Conditions set out in PWGSC Supply Arrangement Serial No. E60HN-11ELEC between the Vendor and the Crown, as represented by Minister of Public Works and Government Services Canada, are hereby incorporated into this document. / Les conditions figurant dans l'Arrangement en matière d'approvisionnement de TPSGC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60HN-11ELEC sont incorporées dans présentes.

Item / Article	Description	From-De / Y-A M D-J	To - À / Y-A M D-J	Consignee Code / Code consignataire	No. of Days / N° de jours	Per Diem Rate, / Tarif quotidien	TAX% / %TPS	TAX Total / Total TPS	Total
00001	FIELDFOX MICROWAVE ANALYSER KIT			W8482	1				

Solicitation closes - L'invitation à soumissionner prend fin le
At-À 14:00:00 Eastern
On - Le 18.10.2016

The vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

State point of manufacture/shipping of goods or where service is to be performed. / Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B Point - Point FAB
FOB Plant

Name and address of Vendor - Nom et adresse du fournisseur
DIRECTORATE MARITIME PROCUREMENT
101 COLONEL BY DRIVE
OTTAWA ON K1A 0K2
CANADA

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature _____ Date _____ Telephone No. - No de téléphone _____

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. / En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Joseph Oickle D Mar P 5
Signature (Mandatory - Obligatoire) _____ Date 5 Oct 16

Approved for the Minister - Approuvé par le Ministre /
Lt(N) G Wulff D Mar P 5-4-3
Signature (Mandatory - Obligatoire) _____ Date 4 Oct 2016

<input type="checkbox"/> Your offer is accepted to the extent specified herein. / Votre offre est acceptée aux conditions exposées dans les présentes.	<input type="checkbox"/> You are requested to supply as indicated herein / Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. / Prière de retourner immédiatement une copie dûment signée.
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The Vendor hereby accepts/acknowledges this contract. / Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature _____ Title-Titre _____

September 2016 Low Dollar Value Bid Solicitation and Resulting Contract

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security Requirements

1.1.1 There is no security requirement applicable to this Contract.

1.2 Requirement

The requirement is detailed under the "Line Item Detail".

1.3 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions ([2003](#) 2016-04-04) incorporated by reference above are deleted in their entirety and replaced with the following:

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

1.3.1 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Materiel - Bid

[B3000T](#) (2006-06-16) Equivalent Products

1.4 Submission of Bids

1.4.1 Bids must be submitted to the Contracting Authority identified in the bid solicitation and in Part 2 - Resulting Contract Clauses, article 2.5, by 11 October 2016.

1.5 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1 Certifications Required with the Bid

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

1.5.1.1 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.

1.5.2 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 specified will render the bid non-responsive.

1.5.2.1 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.

1.5.2.2 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.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.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.

1.6 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

1.7 Evaluation Procedures

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

- (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.

1.7.1 Technical Evaluation

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

1.7.1.1 Mandatory Technical Criteria

Part Number: AAAQ17480
NCAGE: 52708 (KEYSIGHT TECHNOLOGIES, INC.)

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

1.7.1.2 Financial Evaluation

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

1.7.2. Basis of Selection

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

1.8 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.

1.9 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.

1.9 SACC Manual Clauses

A9130T (2014-11-27) Controlled Goods Program - Bid

B1000T (2014-06-26) Condition of Materiel - Bid

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

2.1.1 There is no security requirement applicable to this Contract.

2.2 Requirement

The requirement is detailed under the "Line Item Detail".

2.3 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.

2.3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

2.4 Term of Contract

2.4.1 Delivery Date

All the deliverables must be received on or before _____.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified under the "Line Item Detail".

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ryan Billingham

Title: D Mar P 5-4-2-6
Organization: Department of National Defence
Directorate: Directorate of Maritime Procurement
Telephone : 819-939-4350
E-mail address: Ryan.Billingham@forces.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.

2.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: Department of National Defence
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
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.

2.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

2.6. Payment

2.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract, for a cost of \$_____. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2.6.2 Limitation of Price

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

2.6.3 Multiple Deliveries

SACC Manual clause [H1001C](#) (2008-05-12) Terms of Payment - Multiple Deliveries

2.7 Invoicing Instructions

[H5001C](#) (2008-12-12) 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.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date
 - b) Name and address of the consignee(s)
 - c) Item number, quantity, part number, reference number and description
 - d) Contract numbers.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

Department of National Defence
Maritime Forces Atlantic
Accts Payable Bldg. S-90, Room 334
2686 Sextant Lane, Stadacona
PO Box 99000 Stn Forces
Halifax, NS B3K 5X5
Canada

- b. One (1) copy must be forwarded to:

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: **D Mar P 5-**_____

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

2.8 Certifications

2.8.1 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.

2.9 Applicable Laws

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

2.10 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) [2029](#) (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) the Contractor's bid dated _____, as clarified on _____ " *or* ", as amended on _____ "

2.11 SACC Manual Clauses

[C2605C](#) (2008-05-12) Canadian Customs Duty and Sales Tax - Foreign-based Contractor

[C2608C](#) (2015-02-25) Canadian Customs Documentation

[C2610C](#) (2007-11-30) Customs Duties - Department of National Defence - Importer

[D9002C](#) (2007-11-30) Incomplete Assemblies

[D2000C](#) (2007-11-30) Marking

[D2001C](#) (2007-11-30) Labelling

[B7500C](#) (2006-06-16) Excess Goods

[B4060C](#) (2011-05-16) Controlled Goods

2.12 Quality Assurance Codes

11.1 [D5545C](#) (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) for items

2.13 Defence Contract

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