



**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**

|  |   |
|--|---|
| <b>Title - Sujet</b><br>Power Amplifier  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>U6800-175282/A   | <b>Date</b><br>2016-12-08   |
| <b>Client Reference No. - N° de référence du client</b><br>U6800-175282  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HN-458-72057   |   |
| <b>File No. - N° de dossier</b><br>hn458.U6800-175282  | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-12-29</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><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><br>Lee, Carlos   | <b>Buyer Id - Id de l'acheteur</b><br>hn458                               |
| <b>Telephone No. - N° de téléphone</b><br>(819) 420-0336 ( )   | <b>FAX No. - N° de FAX</b><br>(819) 953-4944                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF INDUSTRY CANADA<br>3701 CARLING AVE<br>P.O.BOX 11490 STATION H<br>OTTAWA<br>Ontario<br>K2H8S2<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1               | Power Amplifier<br>2 GHz - 50 GHz<br>• Includes P/N: N4985A - System Amplifier<br>• P/N: N4985A-P25<br>• NSCM: 1LQK8 (Keysight Technologies)<br>• or Equivalent<br>• P/N Offered: _____<br>• NSCM Offered: _____<br>• Name of Manufacturer: _____<br>• Delivery Date Offered: _____ | U6800                  | U6800                 | 2          | 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 must provide the goods in accordance with the technical requirements and in the quantities as stated herein.

#### **2.1 Delivery Requirement**

Delivery is requested to be completed by March 31, 2017.

### **3. Debriefings**

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

### **4. Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).



## 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) (<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 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

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

#### 1.1 SACC Manual Clauses

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

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.



### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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 that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications ( 1 hard copy)

Section IV: Additional Information ( 1 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 are encouraged to:

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

#### **Section I: Technical Bid**

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



## 1.1 Equivalent Product

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 designates the brand name and model and/or part number and NCAGE of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within five (5) business days of the request. If the bidder fails to provide the requested information within the specified timeframe, Canada may declare the bid non-responsive.

## 1.2 Equivalent Products - Samples

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within ten (10) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## Section II: Financial Bid

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

## 1.3 Exchange Rate Fluctuation

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

### **Section III: Certifications**

#### **1.4 Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **1.5 Additional Information**

##### **1.5.1 Delivery Offered**

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

##### **1.5.2 Contractor Representatives**

Name and telephone number of the person responsible for :

###### **General enquiries**

Name:

Telephone:

Facsimile:

E-mail:

###### **Delivery follow-up**

Name:

Telephone:

Facsimile:

E-mail:



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **Evaluation Criteria**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

Technical compliance (description of items as stated herein);

#### **1.2 Financial Evaluation**

##### **1.2.1 Pricing Basis**

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

### **2. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.



## **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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

**or**

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| <b>Green Practices within the Bidders' organization</b>  | <b>Insert a checkmark for each criterion that is met</b> |
|--|--|
| Promotes a paperless environment through directives, procedures and/or programs  |  |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client   |  |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification  |  |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. |  |
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.   |  |
| A minimum of 50% of office equipment has an energy efficient certification.  |  |

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.2.3 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](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

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor must provide the goods in accordance with the technical requirements and in the quantities as stated herein.

#### 2.1 SACC Manual Clauses

| SACC Reference | Section              | Date       |
|----------------|----------------------|------------|
| B1501C         | Electrical Equipment | 2006-06-16 |
| B7500C         | Excess Goods         | 2006-06-16 |

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 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:

**Carlos Lee**

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) 420-0336  
Facsimile: (819) 953-4944  
E-mail address: [Carlos.lee@pwgsc-tpsgc.gc.ca](mailto:Carlos.lee@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Contractor's Representative

Name and telephone number of the person responsible for:

#### General Enquiries

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

#### Delivery Follow-up

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



## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm unit prices**, as specified in the **contract**. Customs duties are **included** and Applicable Taxes are extra.

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

### 6.2 Limitation of Price

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

### 6.3 Multiple Payments

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

### 6.4 SACC Manual Clauses

| SACC Reference | Section   | Date       |
|----------------|-----------|------------|
| G1005C         | Insurance | 2008-05-12 |

## 7. Invoicing Instructions

- (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

Industry Canada  
Communications Research Centre  
3701 Carling Ave  
P.O Box 11490 Station H  
Ottawa, ON  
K2H 8S2  
Attention: Deanne Ferguson

- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.  
Department of Public Works and Government Services  
"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5  
Attention: Carlos Lee

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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.

## 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 (2016-04-04) General Conditions – Goods (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses (Delivery)

| SACC Reference | Section                            | Date       |
|----------------|------------------------------------|------------|
| D2000C         | Marking                            | 2007-11-30 |
| D2001C         | Labelling                          | 2007-11-30 |
| D6010C         | Palletization                      | 2007-11-30 |
| D3010C         | Dangerous Goods/Hazardous Products | 2012-07-16 |
| D9002C         | Incomplete Assemblies              | 2007-11-30 |

### 11.1 Shipping Instructions - Delivery at Destination

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

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

