

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

National Defence Headquarters Director Services Contracting 4 (D Svcs C 4) Attention: Johanne De Rito

By e-mail to: <u>Johanne.DeRito@forces.gc.ca</u> <u>DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</u>

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

Solicitation Closes – L'invitation prend fin

At: 02:00 PM Eastern Standard Time (EST)

On: 20 November 2018

X .
2

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée See herein	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison soci	ale et adresse du fournisseur
Name and title of person authorized to sig Nom et titre de la personne autorisée à sig d'imprimerie)	
Name – Nom	Title – Titre
	True = True



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirement associated with this requirement.

1.2 Statement of Requirement

The requirement is detailed under Annex "A".

1.2.1 Delivery Requirement

While the requested delivery date is eight (8) weeks after contract award, we invite bidders to submit their best delivery date.

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)."

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

- section 05, entitled Submission of bids, is amended as follows:
 - paragraph 2.d is deleted entirely and replaced with the following: send its bid only to the
 Department of national Defence organization receiving the bids as specified on page 1 of the bid
 solicitation;
- section 06, entitled Late bids, is deleted in its entirety.
- section 07, entitled Delayed bids, the text is deleted in its entirety and replaced with the following:
 - It is the Bidder's responsibility to ensure that its entire bid submission has been received.

 Misrouting or other electronic delivery issues outside of Canada's e-mail system and firewalls resulting in the late submission of bids are not acceptable reasons for bid to be accepted.
- section 08, Transmission by facsimile, is deleted in its entirety.
- In section 20, Further information, subsection 2 is deleted in its entirety.

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.

Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

2.3 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 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 section and separated as follows:

Section I Technical Bid: One (1) soft copy submitted by e-mail; Section III Financial Bid: One (1) soft copy submitted by e-mail; Section IV One (1) soft copy submitted by e-mail; One (1) soft copy submitted by e-mail.

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

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment included in Annex "B", Pricing Table. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as Annexes and forming part of this document.

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 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.

4.1.1.1 Mandatory Technical Criteria

The following mandatory requirements must be submitted with the bid for evaluation:

- (a) The bidder must provide complete specifications that include technical specifics showing that the product meets all mandatory performance criteria that are described in Annex "A";
- (b) Completion of Annex "D", Additional Certifications required with the bid.

4.1.2 Financial Evaluation

The bidder refer to Annex "B" and must quote a firm unit price in Canadian dollars, Delivery Duty Paid (DDP) Ottawa, Ontario; Incoterms 2010, Applicable Taxes extra as applicable. Freight charges to destination and all applicable Customs duties and Excises taxes included.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price 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. Unless specified otherwise, 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

Please refer to Annex D, Additional Certifications Required with the Bid.

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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 the Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the Statement of 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

In section 01, Interpretation, "Canada, "Crown", "Her Majesty" or "the Government",

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

6.4 Term of Contract

6.4.1 Period of Contract

The period of the Contract is from date of Contract to one (1) month after all deliverables have been received and accepted inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before _____ (date to be inserted at contract award)

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Johanne De Rito

Title:

Senior Procurement Officer, D Svcs C 4-2-2

Organization:

Department of National Defence, Director Services Contracting 4 (D Svcs C 4)

Address:

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Telephone:

(819) 939-8451

E-mail address: Johanne.DeRito@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.

6.5.2 Project Authority

The Project Authority for the Contract is: (additional details to be specified in the resulting contract)

Name:

Title:

Organization:

Address:

Telephone:

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 (additional details to be specified in the resulting contract)

Name:

Title:

Organization:

Address:

Telephone:

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 firm unit prices, as specified in Annex B for a cost of (to be specified in the resulting 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.

6.6.2 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material
B1501C (2006-06-16), Electrical Equipment
B7500C (2006-06-16), Excess Goods
G1005C (2016-01-28), Insurance – No Specific Requirement
<u>D9002C</u> (2007-11-30), Incomplete Assemblies
D0050C (2007-05-25), End User Certificate
B4019C (2015-02-25), United States Military Specifications and Standards

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.7 Invoicing Instructions

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 distributed as follows:

- a. The original must be forwarded by e-mail to the Procurement Authority identified under the section entitled "Authorities" 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 and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be in	erpreted and governed, and the relations between the parties determined, by the
laws in force in	(insert the name of the province or territory as specified by the Bidder in
its bid, if applicable).	

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 (2018-06-21) Goods (Medium Complexity)
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Pricing Table;
- (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 D5545C (2018-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.13 SACC Manual Clauses (Delivery)

SACC Manual Clause D2000C (2007-11-30) Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.14 Shipping Instruction – Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario, Incoterms 2010 for shipments from a commercial contractor.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX "A"

STATEMENT OF REQUIREMENT

TITLE: BANDPASS FILTERS WITH SERIAL DRIVERS

DESCRIPTION

The Department of National Defence has a requirement for Ten (10) bandpass filters with serial drivers are required for the Radio frequency (RF) front end of a measurement system being developed by Defence Research and Development Canada (DRDC). They are necessary to narrow the amount of spectrum captured within the limits of the high speed digitizers available in the system.

REQUIREMENTS

The ten bandpass filters with serial drivers must have following RF parameters.

Frequency range: 4.0-20.0 GHz
Minimum 3dB Bandwidth: 100 MHz
Maximum Insertion Loss: 6 dB

Maximum Passband Ripple: 2 dB
Maximum VSWR: 2:1

Selectivity: 24 dB/Octave

Maximum Input Power:

Minimum Isolation:

Max Linearity:

Maximum Temperature Drift:

24 dB/Octav
20 dB
70 dB
70 dB
21 dB/Octav
22 dB/Octav
30 dBm
70 dB
22 dB/Octav

The serial driver for the filters should meet the following requirements:

Tuning Range: 4.0-20.0 GHz
Tuning Resolution: 16 bits or better

Tuning Speed: 5 mS or better for 1 GHz step

Frequency Accuracy: +/- 25 MHz or better

In addition:

- 1. Size of each filter (L x W x H) must be less than or equal to 3.25 x 1.7 x 1.65 inch (without RF connectors).
- 2. The serial driver must include the software to tune the filters without the need to program the serial link.
- 3. The total weight must be less or equal to 20 ounces.
- 4. A set of measured data must be provided to demonstrate that each unit meets the requirements listed in section 5. The set of measured data must include readings at measurement frequencies of at least every 0.5 GHz from 4 to 20 GHz, including 4 and 20 GHz.

DELIVERABLES

- 1. A report of the set of measured data from 5.4 in excel, word, pdf, or CD format.
- 2. 10 bandpass filters with serial drivers meeting the requirements in section 5.

DATE OF DELIVERY

Within 8 weeks after the contract is awarded

LANGUAGE OF WORK

English

DELIVERY LOCATION

Defence Research and Development Canada Ottawa Research Centre Building 29 3701 Carling Avenue Ottawa, ON K1A 0Z4 Canada

ANNEX "B"

BASIS OF PAYMENT/PRICING TABLE

Note: The Bidder must provide all of the pricing requested in the following table in accordance with article 6.6.1 - Basis of Payment.

#	Requirements	Unit of Issue	Quantity	Firm All Inclusive Unit Price	Total Price
1	Bandpass Filters	EACH	10		
	Total for Bandpass and Serial Driver Filters				
	Applicable Taxes				
	Total				

ANNEX "C"

ELECTRONIC PAYMENT INSTRUMENTS

The Bio	dder accepts any of the following Electronic Payment Instrument(s):
	() VISA Acquisition Card;
	() MasterCard Acquisition Card;
	() Direct Deposit (Domestic and International);
	() Electronic Data Interchange (EDI);
	() Wire Transfer (International Only);

ANNEX "D"

1.	Technical	Comp	liance

#	Requirements		al or Check Box to firm Compliance
1	Statement of Requirement 5.		
2	Statement of Requirement 5.1		
3	Statement of Requirement 5.2	-	
4	Statement of Requirement 5.3		¥
5	Statement of Requirement 5.4		
6	Statement of Requirement 6.1		
7	Statement of Requirement 6.2		

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the Contract, to the requirements detailed under Annex A listed above.

Bidder's authorized representative signature	Date	