



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

## 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

TPSGC-PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Bandwidth aggregation system	
<b>Solicitation No. - N° de l'invitation</b> W0106-19W611/A	<b>Date</b> 2019-12-30
<b>Client Reference No. - N° de référence du client</b> W0106-19W611	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCM-034-17843	
<b>File No. - N° de dossier</b> QCM-9-42172 (034)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-01-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <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> Kirouac, Jennifer	<b>Buyer Id - Id de l'acheteur</b> qcm034
<b>Telephone No. - N° de téléphone</b> (418) 649-2729 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE Service de Technologies de l'Information Base de Soutien Valcartier 501 rue Gén.T.L. Tremblay COURCELETTE Québec G0A4Z0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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QCM-9-42172

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 1.2 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

### 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 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 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) (<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](#) (2018-05-22) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
601-1550, Avenue d'Estimauville  
Québec, (Québec) G1J 0C7

Facsimile: 418-648-2209  
ePost connection address for Quebec region :  
[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### ***Former Public Servant in Receipt of a Pension***

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### ***Work Force Adjustment Directive***

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;

- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 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.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 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
- 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.

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**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**Section III: Certifications**

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

**3.1.2 Exchange Rate Fluctuation**

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

## 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 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

###### **Equipment Minimum Performance Characteristics Selected from Annex A**

Although Bidders must propose products meeting all "minimum performance characteristics of equipment" required in Annex A; at the bid closing date, bids will be evaluated on the "minimum performance characteristics of equipment selected" listed in the table of "Minimum performance characteristics of equipment selected of Annex A".

Simply stating that the proposed product complies or that it meets the "minimum performance characteristics of equipment selected" is not enough. To demonstrate that their products meet all the "minimum performance characteristics of equipment selected", Bidders must submit bid, proofs of compliance.

Bidders should complete the last column of the "Table of minimum performance characteristics of equipment selected of Annex A" hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that each the "minimum performance characteristics of equipment selected" is met.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where a can be found, or technical manuals or brochures not submitted with the bid.

Item	Mandatory technical criterias	Compliant Yes/No	Reference
<b>Multichannel VPN router</b>			
1.1	Must allow 4 SIM cellphone data cards to be combined;		
1.2	Must be configurable to simultaneously receive 2G/3G/4G or LTE signals;		
1.3	Must allow the addition of a 5th WAN-type connection;		
1.4	Must dynamically establish an encrypted VPN tunnel up to the central point (HUB multichannel) by using all the available WAN connections (each SIM card, existing Internet connection, etc.);		
1.5	Must combine the bandwidth of each channel and establish a single tunnel (bonding), thus optimizing the available bandwidth.		
1.6	The ruggedized router: Must meet the IP67 Standard		
<b>External antenna for multichannel VPN router</b>			
1.7	Must be equipped with 4 external antennas to optimize the reception of cellphone signals;		
1.8	Must include 4x LTE, 2x WiFi, 1x GPS.		
<b>Multichannel Ethernet (HUB) concentrator</b>			
1.9	Must exchange secure data between various sites (routers) and itself;		
1.10	Must be able to decrypt data sent outside the secure, private tunnel.		
<b>Milestones calendar</b>			
1.11	The contractor must produce a time schedule for the production milestones and the delivery of the material at submission of the bid.		

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 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 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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

##### 5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i. ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit

organization.

**OR**

- ii. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.

**OR**

- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

7.

## **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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Price support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

#### 5.2.3.2 Owner/Employee Certification – Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of owner and/or employee

## 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

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under 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](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

##### 6.3.1.1 Warranty period

- a. Section 09 of general conditions 2010A (2018-06-21) is amended by replacing the period of 12 months by 24 months.

All other provisions of the warranty section remain in effect.

- b. Section 09 of general conditions 2010A (2018-06-21) is amended by deleting subsection 2 in its entirety and replacing with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

### 6.3.2 Supplemental General Conditions

4001 (2015-04-01) [Hardware Purchase, Lease and Maintenance](#), apply to and form part of the Contract.

Section 14 of supplemental general conditions 4001 (2015-04-01) is amended by replacing the period of 12 months by 24 months.

All other provisions of the warranty section remain in effect.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from the date of Contract award until March 31th, 2023.

### 6.4.2 Delivery Date

All the deliverables must be received no later than 5 weeks after contract award.

### 6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at **Annex A** of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before March 31, 2023 by sending a written notice to the Contractor.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

The Contracting Authority for the Contract is:

Name : Jennifer Kirouac  
Title : Procurement officer  
Public Works and Government Services Canada  
Acquisitions Branch  
601-1550, avenue d'Estimauville  
Québec, (Québec), G1J 0C7

Telephone : 418-649-2729

Solicitation No. - N° de l'invitation  
W0106-19W611/A  
Client Ref. No. - N° de réf. du client  
W0106-19W611

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCM-9-42172

Buyer ID - Id de l'acheteur  
QCM034  
CCC No./N° CCC - FMS No./N° VME

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Facsimile : 418-648-2209  
E-mail address: [jennifer.kirouac@tpsgc-pwgsc.gc.ca](mailto:jennifer.kirouac@tpsgc-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 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 Technical Authority

The Project Authority for the Contract is: (to be completed at Contract Award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
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.

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

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## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 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 Annex B for a cost of \$ \_\_\_\_\_ (to be completed 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.

### 6.7.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 6.8 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.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.9.2 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 6.10 Applicable Laws

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

## 6.11 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 supplemental general conditions 4001 (2015-04-01) [Hardware Purchase, Lease and Maintenance](#);
- (c) the general conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) ;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*To be completed at contract award*)

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## 6.12 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations  
G1005C (2016-01-28), Insurance – No specific requirement

## 6.13 Electrical equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

## 6.14 Shipping Instructions – Delivery at destination

Goods must be consigned and delivered to the destination :

Svc TI GS 2 Div CA  
Bâtisse 501  
Base de soutien Valcartier  
501, rue Général TL Tremblay  
Courcelette, QC G0A 4Z0

Incoterms 2000 "DDP Delivered Duty Paid" Courcelette, QC.

*The following clause only apply to the optional trainings:*

## 6.15 Travel and Living Expenses – National Joint Council Travel Directives

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$ 5000 each.

## ANNEX "A"

### REQUIREMENT

#### 1. TITLE

Bandwidth aggregation system based on SIM cards of cellphone data.

#### 2. OBJECTIVE

This document addresses the general and specific requirements for the complete and satisfactory fulfillment of a communications system requirement for the Department of National Defence (DND). This equipment must ensure the interoperability and interconnectivity of troops deployed in the field or abroad among our various elements and with our NATO allies.

#### 3. BACKGROUND

When 5 Combat Mechanized Brigade Group (5 CMBG) troops are deployed, the communications between each element is normally done through satellite links. 5 Brigade want to develop an alternative communication system that would be based on the cellphone network infrastructure.

This procurement will be the buy and try test to see if this concept is feasible. This system will allow the establishment of communications links common to all and everyone will be able to communicate with all the other agencies with the same theater of operations, anywhere in the world where there is an existing cellphone network infrastructure, regardless of the weather conditions.

#### 4. TERMINOLOGY

5 CMBG	5 Canadian Mechanized Brigade Group
TA	Technical Authority
DND	Department of National Defence
MIMO	Multiple Input/Multiple Output
NATO	North Atlantic Treaty Organization
SIM	Subscriber Identity Module
VPN	Virtual private network

#### 5. REQUIREMENT

##### 5.1. 1 complete system

A complete system includes the following items:

##### 5.1.1. **2 multi-channel VPN routers: 1 regular router and 1 ruggedized router IP67 standard**

Each router must:

- 5.1.1.1. Combine the available bandwidth from 4x Data Sim Cards;
- 5.1.1.2. Be configurable to work with; 2G/3G/4G or LTE, simultaneously;
- 5.1.1.3. Allow a 5th connection; WAN type;
- 5.1.1.4. Dynamically establish an encrypted VPN tunnel between itself and a central multi-channel HUB central using all available WAN connections (each existing Sim card, Internet connection, etc.);
- 5.1.1.5. Combine the available bandwidth on each channel and establish the bonding, optimizing the traffic throughput. An increase of at least 10% in available bandwidth must be achieved when an additional SIM card is inserted.

**5.1.2. 8 MIMO magnetic external antennas (4 antennas per router)**

Each antenna must:

- 5.1.2.1. Include 4x LTE, 2x WiFi, 1x GPS.

**5.1.3. 2 multi-channel HUBS**

Each HUB must:

- 5.1.3.1. Ensure the exchange of secured data between each router site and itself;
- 5.1.3.2. Have an integrated firewall;
- 5.1.3.3. Be able to decrypt traffic coming in from outside the private tunnel.

**5.2. 1 operator book** describing the different system functionalities, the configuration, and the basic problems resolution and the operator maintenance.

**5.3. 1 training**, under the «train the trainer» format. The content of the course will have to be pre-approved by the technical authority.

The training:

- 5.3.1. Will have to be offered in French. Any request for assistance in English will have to be accommodated on request;
- 5.3.2. Will be offered for 8 to 12 candidates simultaneously;
- 5.3.3. Will be at a minimum of 8 hours and a maximum of 16 hours;
- 5.3.4. The training will take place between 13:00 and 16:00 at Valcartier Support Base, Qc.;
- 5.3.5. The training will occur within 30 days after the delivery of the material;
- 5.3.6. At a minimum, the training has to cover the following subjects:
  - 5.3.6.1. Description of each component;
  - 5.3.6.2. Explanation of the functionality of each component;
  - 5.3.6.3. Virtual Private Network establishment and configuration;
  - 5.3.6.4. Troubleshooting in case of failure;
  - 5.3.6.5. System maintenance (software/firmware updates);
  - 5.3.6.6. Configuration backup and recovery;
  - 5.3.6.7. Explanation on how to operate the multichannel routers;
  - 5.3.6.8. Explanation on how to operate the multichannel Hubs;
  - 5.3.6.9. How to setup the anti-intrusion strategy provided by the bandwidth bonding solution;
- 5.3.7. The contractor will provide a student booklet to each student.
  - 5.3.7.1. On request the booklet will be provided in English;
  - 5.3.7.2. The student booklet will be printed on 8 ½ x 11 paper and on a USB stick).

*Note: The contractor will authorize DND to modify and reproduce the training material for its internal usage only.*

- 5.3.8. DND will provide the following:
  - 5.3.8.1. A classroom within its own installation;
  - 5.3.8.2. A projector and a projection screen;
  - 5.3.8.3. All required Data cellular Sim Cards.

**5.4. Options for future procurement:**

- 5.4.1. **30 complete systems** as described at 5.1
- 5.4.2. **30 operator manuals** (1 per system) describing the different system functionalities, the configuration, the basic problem resolution and the operator maintenance

5.4.3. **3 training sessions** as described at 5.3

*Note if other training sessions are procured using options; these training sessions could be in located in other locations in Canada in either official languages. The location and the preferred language will be specified 14 days ahead of the training session.*

**6. APPLICABLE DOCUMENTS**

The documents identified in the table below are an integral part of the statement of requirements and are the ultimate reference for technical issues. Any other documentation is considered additional information only. If necessary, access to these documents can be obtained from the TA.

Document	Title
<a href="#">Safety Code 6</a>	Safety Code 6: Health Canada's Radiofrequency Exposure Guidelines
<a href="#">C-02-008-001/TS-000</a> (Not available in French)	
<a href="#">C-55-040-001/TS-001</a>	Radio Frequency Safety program
<a href="#">MIL-STD-461F</a> (Not available in French)	
MIL-STT 810F (Not available in French) MIL-STD 810G (Not available in French)	
<a href="#">FIPS-140-2</a>	Federal Information Processing Standard (FIPS) » 140-2
IP67	<a href="#">National Electrical Manufacturers Association</a> Ingress Protection

**ANNEX "B"**  
**BASIS OF PAYMENT**

B1. Firm price

Art.	Description	Qty	Unit	Unit Price	Calculated price
1	<b>Bandwidth bonding system based on multiple cellphone Data Sim cards network</b> <i>As per specifications in Annex A, section 5.1</i>	1	each	\$ CAD	\$ CAD
2	<b>Operator book</b> <i>As per specifications in Annex A, section 5.2</i>	1	each	\$ CAD	\$ CAD
3	<b>Training at CFB Valcartier QC</b> <i>As per specifications in Annex A, section 5.3</i>	1	each	\$ CAD	\$ CAD
4	Delivery DDP (Courcellette, Québec, Canada) Incoterms 2000. <i>As per clause 6.14</i>	1	each	\$ CAD	\$ CAD
<b>Total</b>					\$ CAD

B2. Optional goods (from April 1, 2020 to March 31, 2023)

Art.	Description	Qty	Unit	Unit Price	Calculated price
1	<b>Bandwidth bonding system based on multiple cellphone Data Sim cards network</b> <i>As per specifications in Annex A, section 5.1</i>	30	each	\$ CAD	\$ CAD
2	<b>Operator book</b> <i>As per specifications in Annex A, section 5.2</i>	30	each	\$ CAD	\$ CAD
3	<b>Training</b> <i>As per specifications in Annex A, section 5.3</i>	3	each	\$ CAD	\$ CAD
4	Travel and Living Expenses – National Joint Council Travel Directives Estimated cost : 5,000.00 \$ each <i>As per clause 6.15</i>	3	each	5,000.00 \$ CAD	15,000.00 \$ CAD
5	Delivery DDP (Courcellette, Québec, Canada) Incoterms 2000. <i>As per clause 6.14</i>	3	each	\$ CAD	\$ CAD
<b>Total</b>					\$ CAD

## ANNEX "C" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada 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 Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)