





**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENT.....3

1.2 REQUIREMENT .....3

1.3 DEBRIEFINGS.....3

1.4 TRADE AGREEMENTS .....3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....4

2.2 SUBMISSION OF BIDS .....4

2.3 ENQUIRIES – BID SOLICITATION.....4

2.4 APPLICABLE LAWS.....5

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 6**

3.1 BID PREPARATION INSTRUCTIONS .....6

3.2 SUBSTITUTES AND ALTERNATIVES.....6

3.3 PRICING – MULTI-ITEM BID SOLICITATION.....7

3.4 ELECTRONIC PAYMENT OF INVOICES - BID.....7

3.5 EXCHANGE RATE FLUCTUATION .....7

3.6 DELIVERY OFFERED .....7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 8**

4.1 EVALUATION PROCEDURES.....8

4.2 BASIS OF SELECTION .....8

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 9**

5.1 CERTIFICATIONS REQUIRED WITH THE BID .....9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....9

5.3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION .....9

**PART 6 – RESULTING CONTRACT CLAUSES.....10**

6.1 SECURITY REQUIREMENTS .....10

6.2 REQUIREMENT .....10

6.3 STANDARD CLAUSES AND CONDITIONS.....10

6.4 TERM OF CONTRACT .....10

6.5 AUTHORITIES .....11

6.6 PAYMENT .....12

6.7 INVOICING INSTRUCTIONS .....12

6.8 CERTIFICATIONS .....12

6.9 APPLICABLE LAWS.....13

6.10 PRIORITY OF DOCUMENTS .....13

6.11 DEFENCE CONTRACT .....13

6.12 QUALITY ASSURANCE.....13

6.13 SHIPPING INSTRUCTIONS – DELIVERY TO DESTINATION .....13

6.14 SHIPPING - SCHEDULING.....13

**ANNEX “A”, LINE ITEM DETAILS .....14**

**ANNEX “B”, BASIS OF PAYMENT.....15**

**ANNEX “C”, ELECTRONIC PAYMENT INSTRUMENTS .....16**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

This bid solicitation is being issued to satisfy the requirement of Department of National Defence for the Land Command Support System (LCSS) – Miscellaneous Communications Equipment N5895. It is intended to result in the awarding of up to one contract for the requirement that is detailed in Annex A - Line Item Details.

Quantities of Item 1 in Annex A must be delivered on or before *15 December 2021*.

### **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 (CA) within 7 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

### **1.4 Trade Agreements**

Due to the dollar value of this requirement, Canada is subject to the following trade agreements:

- Canadian Free Trade Agreement (CFTA)
- Canada-Chile Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Colombia Free Trade Agreement
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada-Honduras Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement
- Canada-Ukraine Free Trade Agreement
- World Trade Organization-Agreement on Government Procurement (WTO-GPA)



## 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 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

Section 02, Procurement Business Number is deleted in its entirety.

Section 05, Submission of Bids

Subsection 3 is deleted

Subsection 5.4 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### 2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material - Bid

### 2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the CA, 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 exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or CA.** Larger bids may be submitted through more than one e-mail. The CA will confirm receipt of documents. It is the Bidder's responsibility to ensure that the CA has received the entire submission. Bidders should not assume that all documents have been received unless the CA confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.

### 2.3 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the CA no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as



such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: one (1) soft copy submitted by e-mail;  
Section II: Financial Bid: one (1) soft copy submitted by e-mail;  
Section III: Certifications: one (1) soft copy submitted by e-mail; and  
Section IV: Additional Information: one (1) soft copy submitted by e-mail.

Prices should appear in the financial bid only. No prices should 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) page size; and
- b) use a numbering system that corresponds to the bid solicitation
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) Include a table of contents.
- e) Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format (.pdf)
  - Microsoft Word 97/2000 (.doc)
  - Microsoft Excel 97/2000 (.xls)

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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirement, identified in Part 1 (Section 1.2) of this document.

### **3.2 Substitutes and Alternatives**

3.2.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority (TA) where the Bidder:

- a) Clearly identifies a substitute and/or an alternative;
- b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- d) Provides complete specifications and brochures, where applicable;
- e) Provides a completed Compliance Matrix that includes technical details showing that the substitutes and/or the alternatives meet all technical requirements; and
- f) Clearly identifies those areas in the technical requirement description and in the proof of compliance that support the substitute and/or the alternative compliance with the technical requirements.

3.2.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the TA if:

- a) The bid fails to provide all of the information requested to allow the TA to fully evaluate the evaluate the equivalency of each substitute and/or alternative; or



- b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements.

### 3.2.3 Substitute Products - Samples (DND)

If the Bidder offers a substitute 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 CA, provide a sample to the TA, 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 CA, the bid will be declared non-responsive.

## Section II: Financial Bid

For the firm quantities identified in Annex A Line Item Details, Bidders must submit firm prices, Delivered Duty Paid (DDP) to the shipping addresses identified, Applicable Taxes excluded.

Bids must be submitted in Canadian dollars.

### 3.3 Pricing – Multi-Item Bid Solicitation

Bidders do not have to quote a price for every Item in Annex A in the bid solicitation in order to be evaluated.

### 3.4 Electronic Payment of Invoices - Bid

If a Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder must 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.

### 3.5 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

Bidders must submit the certifications required under Part 5 (Section 5.1) of this document.

### 3.6 Delivery Offered

While delivery is requested on or before the dates specified in Part 1 Section 1.2, the best delivery date that is offered is \_\_\_\_\_.



## **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 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 information (including NSN) requested in the bid solicitation to enable full and complete evaluation. If an equivalent is offered (i.e., no NSN), the Bidder must provide accreditation per Part 3, Section 3.2.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Price 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.

### **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 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. 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 CA 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 CA 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 – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-rev-eng.html>), the Bidder must provide 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 CA 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 Condition of Material 2010A 05 (2008-05-12)**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

### **5.3 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" list (<https://www.canada.ca/en/services/jobs/workplace/human-rights.html>) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



## PART 6 – RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under Annex A - Line Item Details.

#### 6.2.1 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

B1501C (2018-06-21), Electrical Equipment

### 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2020-05-28), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract amended as follows:

Section 01 (2016-04-04) Interpretation

**Delete:** “Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

**Insert:** “Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ *(To be inserted at contract award)*



#### 6.4.2 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority (CA)

The CA for the Contract is: *(To be inserted at contract award)*

Name:  
Title and designation:  
Organization:  
Address: National Defence Headquarters

Telephone:  
E-mail address:

The CA is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA. 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 CA.

#### 6.5.2 Technical Authority (TA)

The TA for the Contract is: *(To be inserted at contract award)*

Name:  
Title and designation:  
Organization:  
Address: National Defence Headquarters

Telephone:  
E-mail address:

The TA named above is DND's representative and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the TA, however the TA has no authority to authorize changes to the scope of the Requirement

Changes to the scope of the Requirement can only be made through a contract amendment issued by the CA.

#### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible: *(To be inserted at contract award)*



## General Enquiries

## Delivery Follow-Up

Name:  
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 A, totaling \$\_\_\_\_\_ *(To be inserted at Contract Award)*, in Canadian Dollars, Customs duties included, and Applicable Taxes extra.

#### 6.6.2 SACC Manual Clauses

H1001C (2008-05-12), Multiple Payments

#### 6.6.3 Electronic Payment of Invoices

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

- a) Direct Deposit (Domestic and International);
- b) Electronic Data Interchange (EDI); or
- c) Wire Transfer (International Only).

#### 6.6.4 SACC Manual Clauses

G1005C (2016-01-28), Insurance – No Specific Requirement

### 6.7 Invoicing Instructions

An invoice cannot be submitted until all items identified in that invoice have been delivered. The Contractor must submit the invoice:

- a) In accordance with the section entitled "Invoice Submission" of the General Conditions 2010A (2016-04-04);
- b) Supported by a copy of the release document and any other documents as specified in the Contract; and
- c) In electronic format only to the CA, thereby reducing printed material.

### 6.8 Certifications

#### 6.8.1 Compliance

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



## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

If there is a discrepancy between the wordings 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 General Conditions 2010A (2016-04-04);
- b) Annex A Line Item Details : and
- c) Contractor bid dated \_\_\_\_\_, (*To be inserted at Contract Award*), as clarified on \_\_\_\_\_ (*To be inserted at Contract Award*).

## 6.11 Defence Contract

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

## 6.12 Quality Assurance

SACC *Manual* clause [D5545C](#) (2010-08-16) ISO 9001:2008 - Quality Management Systems – Requirements (Quality Assurance Code C)

## 6.13 Shipping Instructions – Delivery to Destination

SACC *Manual* clause [D2000C](#) (2007-11-30) Marking  
SACC *Manual* clause [D2001C](#) (2007-11-30) Labelling  
SACC *Manual* clause [D6010C](#) (2007-11-30) Palletization  
SACC *Manual* clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
SACC *Manual* clause [D9002C](#) (2007-11-30) Incomplete Assemblies

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

## 6.14 Shipping - Scheduling

The Contractor must deliver the goods to the shipping addresses according to Annex A by appointment only.

The Contractor or its carrier must arrange delivery appointments by contacting the points of contact for each warehouse identified in Annex A. The Government of Canada may refuse shipments when prior arrangements have not been made.



**ANNEX "A", LINE ITEM DETAILS**

Document attached separately: Annex A – Line Item Details.



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

*To be inserted at Contract Award*



**ANNEX "C", ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).