

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Angelina Costain

Angelina.Costain@forces.gc.ca

**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 indiqué(s).

**Comments – Commentaires**

**THIS DOCUMENT CONTAINS A  
SECURITY REQUIREMENT / DOCUMENT  
CONTIENT DES EXIGENCES RELATIVES  
À LA SÉCURITÉ.**

**Solicitation Closes – L'invitation prend fin**

At – à : 2:00 PM EST

On - le : 23 November 2022

<b>Title – Titre</b> Microwave Link Services	<b>Solicitation No. – No de l'invitation</b> W6399-22-LJ93/B
<b>Date of Solicitation – Date de l'invitation</b> 14 November 2022	
<b>Address Enquiries to: – Adresser toutes questions à :</b> <a href="mailto:Angelina.Costain@forces.gc.ca">Angelina.Costain@forces.gc.ca</a>	
<b>Telephone No. – No de telephone</b> 613-990-4939	<b>FAX No. – No de fax</b> By Request Only
<b>Destination</b> See Statement of Work herein.	

**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.

**Vendor Name and Address – Raison sociale et adresse du fournisseur**

[Bidder to insert]

**Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)**

[Bidder to insert]

**Name – Nom** \_\_\_\_\_

**Title – Titre** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	4
1.2 STATEMENT OF WORK.....	4
1.3 DEBRIEFINGS .....	4
1.4 TRADE AGREEMENTS .....	4
1.5 CANADIAN CONTENT .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 ELECTRONIC SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.1 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF WORK.....	12
THE CONTRACTOR MUST PERFORM THE WORK IN ACCORDANCE WITH ANNEX A "STATEMENT OF WORK". .....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
6.7 PAYMENT .....	14
6.8 INVOICING INSTRUCTIONS .....	14
6.9 CERTIFICATIONS .....	15
6.10 APPLICABLE LAWS.....	15
6.11 PRIORITY OF DOCUMENTS .....	15
6.12 DEFENCE CONTRACT .....	15
6.13 INSURANCE REQUIREMENTS .....	15
<b>ANNEX "A" – STATEMENT OF WORK.....</b>	<b>16</b>
<b>ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE .....</b>	<b>18</b>
<b>ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL EVALUATION CRITERIA.....</b>	<b>20</b>
<b>ANNEX "B" – PRICING SCHEDULE.....</b>	<b>23</b>

---

**Re-Solicitation of W6399-22-LJ93/A, which closed on 07 October 2022 at 1400 hr EDT.**

**PART 1 - GENERAL INFORMATION**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

The Attachments include:

- a. Pricing Schedule
- b. Mandatory Technical Evaluation Criteria

The Annexes include:

- a. Statement of Work
- b. Basis of Payment

### 1.1 Security Requirements

There is no security requirement associated with the requirement.

### 1.2 Statement of Work

The requirement is detailed in Annex "A", Statement of Work.

### 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).

### 1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

## 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>) 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 2003ACB (2022-09-01) CanadaBuys Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND 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. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are

---

requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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:

- a. name of former public servant;
- b. 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: 2019-01](#) 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### **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.

#### **2.4.1 Site Survey**

If desired, a site survey can be arranged by contacting the Contracting Authority. For the purposes of this requirement, a site survey refers to the following information: power requirement, location, and height of the platform where the antenna will be mounted.

#### **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 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 via email;
- Section II: Financial Bid: one (1) soft copy via email; and
- Section III: Certifications and Additional Information: one (1) soft copy via email.

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

Bidders may use Attachment 1 to Part 3 – Pricing Schedule to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 – Pricing Schedule to indicate their prices, Bidders must include Attachment 1 to Part 3 – Pricing Schedule in their financial 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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

The technical bid must substantiate compliance with the specific articles of Attachment 1 to Part 4 – Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s) but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resource complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid – this information can be referenced in the Bidder's response to Attachment 1 to Part 4 – Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

### **Section II: Financial Bid**

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at Dwyer Hill Training Centre (DHTC) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

#### **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**

*SACC Manual* clause C3011T 2013-11-06), Exchange Rate Fluctuation

#### **3.1.3 SACC Manual Clauses**

### **Section III: Certifications and Additional Information**

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



## **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**

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

##### **4.1.1.1 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether the proposed resource meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and will be disqualified. The Mandatory Technical Evaluation criteria are described in Attachment 1 to Part 4 – Mandatory Technical Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

For bid evaluation purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 – Pricing Schedule.

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

### **4.1 Basis of Selection**

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria.

## **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 otherwise specified, 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 Canadian Content Certification

*SACC Manual* clause [A3055T](#) (2018-12-06) Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

#### 5.1.2.1 *SACC Manual* clause [A3050T](#) (2020-07-01) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as

defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### **5.1.2.2 SACC Manual clause A3060C (2008-05-12) Canadian Content Certification**

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) 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, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)  
([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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**

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to this Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with Annex A "Statement of Work".

### **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**

SACC *Manual* clause [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"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 Period of the Contract**

The Work is to be performed during the period of \_\_\_\_\_ to \_\_\_\_\_.  
[To be inserted at Contract Award.]

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.4.3 Comprehensive Land Claims Agreement(s)

Services will be delivered at the location specified in Annex "A" Statement of Work.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

[To be inserted at Contract Award.]

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

[To be inserted at Contract Award.]

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical 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 Technical Authority; however, the Technical 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

[To be inserted at Contract Award.]

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

Telephone : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

[To be deleted at Contract Award if not applicable.]

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: 2019-01 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 price”, as specified in the Pricing Schedule in Annex “B”. 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 Monthly Payment

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment

### 6.7.3 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.8 Invoicing Instructions

[To be deleted at Contract Award if not applicable.]

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 and all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

Invoices must be distributed as follows:

- a. The original must be forwarded to the email address shown on page 1 of the Contract; and
- b. Upon request, one (1) copy must be forwarded to the Technical Authority.

## **6.9 Certifications**

### **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 SACC Manual Clauses**

SACC *Manual* clause A3060C (2008-05-12)

### **6.10 Applicable Laws**

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

### **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;
- (c) the general conditions [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity)
- (d) Annex A, Statement of Work
- (e) Annex B, Pricing Schedule
- (f) the Contractor's bid dated \_\_\_\_\_ (to be inserted at the time of contract award)

### **6.12 Defence Contract**

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

### **6.13 Insurance Requirements**

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

---

## ANNEX "A" – STATEMENT OF WORK

### 1. Scope

#### 1.1. Purpose

The purpose of this Statement of Work (SOW) is to define the scope and the deliverables that apply to the microwave internet services to extend network services to the Department of National Defence (DND) services requirement for non-terrestrial internet Microwave system.

#### 1.2. Background

The Dwyer Hill Training Centre (DHTC) currently relies on a single (terrestrial network infrastructure) link to provide network connectivity. An alternative solution, making use of non-terrestrial infrastructure is required to ensure connectivity is available, even in the event of an outage affecting the existing service.

#### 1.3. Abbreviations and Acronyms

The following abbreviations and acronyms are used in this SOW:

DHTC	Dwyer Hill Training Centre
DND	Department of National Defence
POC	Point of Contact
SOW	Statement of Work

### 2. Requirement

The requirement of this service is to provide a microwave service to extend the network (Internet) connectivity to a DND location using a non-terrestrial link.

#### 2.1. Tasks

- 2.1.1. Remotely supply and install microwave radio and antenna equipment (on towers) at both ends of the link, as well as any locations in between to ensure connectivity throughout.
- 2.1.2. At the DHTC end, the vendor must make use of an existing government owned tower (no cost to the vendor) and connect to existing network infrastructure at the base of the tower.
- 2.1.3. Vendor to provide connectivity to the internet through existing resources within the area. Vendor is responsible to rent / lease space on the towers to provide internet connectivity to DHTC.

#### 2.2. Technical Requirements

2.2.1. The service provided by the vendor must meet the following technical requirements:

- 2.2.1.1. 250 Mbps up and 250 Mbps down Symmetric;
- 2.2.1.2. 99.7% availability of the microwave internet system;
- 2.2.1.3. Unlimited data upload/download (no monthly cap);
- 2.2.1.4. Ability to increase bandwidth in 50 Mbps full duplex increments up to to 1 Gbps full duplex; and



- 2.2.1.5. Completely distinct and diverse from the current fiber architecture providing service into the specified DND facility.
- 2.2.1.6. Internet service required must be 250 Mbps upload and 250 Mbps download and unlimited throughput (data download).

### **2.3. Client Support**

- 2.3.1. Must provide 24/7 service support in the event of any technical problems affecting the equipment and connectivity. Provider must provide a technical Point of Contact (POC) which can be reached directly in case of an outage.
- 2.3.2. In case of an un-forecasted outage, the company must provide an update to the Dwyer Hill Training Centre (DHTC) Technical POC within the initial 30 minutes of the outage, and provide follow-up updates every 4 hours until problem is resolved; and
- 2.3.3. Provide regular maintenance of the vendor owned radio and antenna equipment to ensure its serviceability.

## **ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for the service identified.

In respect of the “Estimated Number of Months” listed below in (B\*) the estimated number of months is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Bidders are requested to insert “\$0.00” for any time for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. The Bidder must complete the fixed per diem rate for each year. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Bidders may use Attachment 1 to Part 3 – Pricing Schedule to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 – Pricing Schedule to indicate their prices, Bidders must include Attachment 1 to Part 3 – Pricing Schedule in their financial bid.

<b>Internet Services</b>			
<b>Contractor Name: [bidder to insert Bidder's Name]</b>			
Service	All Inclusive Fixed Monthly Rate (Can \$)	Estimated Number of Months	Total Cost
	A	B	A x B
<b>Initial Period of the Contract: 1 year from date of Contract Award</b>			
Internet Services	\$	12 Months	\$
Subtotal Contract Period (C)			
<b>Option Period 1</b>			
Internet Services	\$	12 Months	\$
Subtotal Option Period 1 (D)			
<b>Option Period 2</b>			
Internet Services	\$	12 Months	\$
Subtotal Option Period 2 (E)			
<b>Option Period 3</b>			
Internet Services	\$	12 Months	\$
Subtotal Option Period 3 (F)			
<b>Option Period 4</b>			
Internet Services	\$	12 Months	\$
Subtotal Option Period 4 (G)			
Total Evaluated Price – Including services for all periods, travel and excluding Applicable Taxes (C+D+E+F+G)			\$
Applicable Taxes			\$

## ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL EVALUATION CRITERIA

### 1.0 GENERAL

#### 1.1 Purpose

This document outlines the bid evaluation process for the evaluation of microwave services. All requirements are mandatory.

#### 1.1 Instructions

Bidders will be assessed in accordance with the criteria detailed in this document. Mandatory requirements are identified by the word "must". All mandatory requirements must be met. Documentation provided with the bid shall:

Be type written (hand written submissions will not be considered); and

Be submitted in electronic format (PDF or Word document).

#### 1.2 Documentation

The Bidder shall provide the following documentation:

- (a) A completed Compliance Matrix including proof of compliance and written confirmations as specified in **Error! Reference source not found..** For the purposes of this RFP, a written confirmation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in the "Requirement" column of **Error! Reference source not found..** Canada reserves the right to verify the statements made in the written confirmations;
- (b) A system brochure/literature that details the components of the system;

#### 1.3 Evaluation Methodology

The evaluation will be based upon on the supplied information only. All mandatory criteria in **Error! Reference source not found.** must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.

**MANDATORY BID REQUIREMENTS**

<b>Criteria #</b>	<b>SOW Reference</b>	<b>Mandatory Requirement</b>	<b>Proof of Compliance</b>	<b>Bid Reference</b>
1	2.2.1.1	Microwave service must provide 250 Mbps symmetrical full duplex access.	The Bidder must provide technical data demonstrating compliance.	
2	2.2.1.2	Microwave service must provide 99.7% availability of internet service.	The Bidder must provide technical data including equipment specification demonstrating compliance.	
3	2.2.1.3	Must provide unlimited data upload/download.	The Bidder must provide technical data demonstrating compliance.	
4	2.2.1.4	The vendor must provide the ability to increase bandwidth in 50 Mbps full duplex increments up to 1 Gbps full duplex.	The Bidder must submit connectivity diagram and other related technical data demonstrating compliance.	
5	2.2.1.5	Internet service must be completely distinct and diverse from the current fibre architecture providing service into the specified DND facility.	The Bidder must submit connectivity diagram and other related technical data demonstrating compliance.	
6	2.3.1, 2.3.2	Provide 24/7 service support in the event of any technical problems affecting the equipment and connectivity. In case of an un-forecasted outage, the company must provide an update to the DHTC Technical POC within the initial 30min, and provide follow-up updates every 4 hours until problem is resolved.	The Bidder must provide support flow-chart to describe escalation process and demonstrate compliance.	



**ANNEX "B" – PRICING SCHEDULE**

<b>Internet Services</b>			
<b>Contractor Name: [bidder to insert Bidder's Name]</b>			
Service	All Inclusive Fixed Monthly Rate (Can \$)	Estimated Number of Months	Total Cost
	A	B	A x B
<b>Initial Period of the Contract: 1 year from date of Contract Award</b>			
Internet Services	\$	12 Months	\$
Contract Period			
<b>Option Period 1</b>			
Internet Services	\$	12 Months	\$
Option Period 1			
<b>Option Period 2</b>			
Internet Services	\$	12 Months	\$
Option Period 2			
<b>Option Period 3</b>			
Internet Services	\$	12 Months	\$
Option Period 3			
<b>Option Period 4</b>			
Internet Services	\$	12 Months	\$
Option Period 4			
<b>Total Evaluated Price – excluding Applicable Taxes</b>			<b>\$</b>
Applicable Taxes			\$

## **ANNEX “C” – ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder 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);
- Large Value Transfer System (LVTS) (Over \$25M)