

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet H-5038 HEADSETS AND COBRA SPARES	
Solicitation No. - N° de l'invitation W8486-162768/A	Date 2015-05-29
Client Reference No. - N° de référence du client W8486-162768	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-67400	
File No. - N° de dossier hn329.W8486-162768	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-08	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dumaresq, Steve	Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (819) 956-3487 ()	FAX No. - N° de FAX (819) 953-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>NSN - NNO: 5965-99-225-6331 EARPHONE Racal Acoustics Ltd. (UK) Or Equivalent (Bidder must submit specs to demonstrate equivalency) Ou l'équivalent. (Le soumissionnaire doit fournir des spécifications pour démontrer l'équivalence)</p> <ul style="list-style-type: none"> Proposed Part Number: _____ Numéro de pièce suggéré. _____ Proposed CAGE/NSCM: _____ Code OTAN des fabricants (COF) suggéré. _____ NSCM/CAGE - COF/CAGE: K1057 Part No. - N° de la partie: 29615/1 	WB941	W1941	1500	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Del. Offered Liv. offerte
2	NSN - NNO: 5965-99-392-9539 BOOM ARM ASSEMBLY PART: A3/553469 NSCM: K1057 PART: 553469 NSCM: K1057 Racal Acoustics Ltd. (UK) Or Equivalent (Bidder must submit specs to demonstrate equivalency) Ou l'équivalent. (Le soumissionnaire doit fournir des spécifications pour démontrer l'équivalence) • Proposed Part Number: _____ Numéro de pièce suggéré. • Proposed CAGE/NSCM: _____ Code OTAN des fabricants (COF) suggéré.	WB941	W1941	1000	Each	\$	XXXXXXXXXXXX	See Herein



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Del. Offered Liv. offerte
3	NSN - NNO: 5965-99-568-6004 HEADSET ASSEMBLY Racal Acoustics Ltd. (UK) Or Equivalent (Bidder must submit specs to demonstrate equivalency) Ou l'équivalent. (Le soumissionnaire doit fournir des spécifications pour démontrer l'équivalence) • Proposed Part Number: _____ Numéro de pièce suggéré. • Proposed CAGE/NSCM: _____ Code OTAN des fabricants (COF) suggéré. NSCM/CAGE - COF/CAGE: K1057 Part No. - N° de la partie: 565000/9	WB941	W1941	700	Each	\$	XXXXXXXXXXXX	See Herein

Solicitation No. - N° de l'invitation

W8486-162768/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn329W8486-162768

Buyer ID - Id de l'acheteur

hn329

Client Ref. No. - N° de réf. du client

W8486-162768

CCC No./N° CCC - FMS No/ N° VME

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Achatsetventes.gc.ca

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

3. Debriefings

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

4. Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
Delete: sixty (60) days
Insert: ninety (90) calendar days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
A9130T	Controlled Goods Program (applicable to item 1)	2014-06-26
B1000T	Condition of Material	2014-06-26

2. Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Email proposals not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0B2
Gatineau, Québec, K1A 0S5
Tel.: 819-956-3366
Fax: 819-997-9776

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

Steve Dumaresq (steve.dumaresq@pwgsc-tpsgc.gc.ca)

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid, Certifications and Additional Information (1 hard copy)

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

SECTION I: TECHNICAL BID (1 hard copy)

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

SECTION II: FINANCIAL BID, CERTIFICATIONS AND ADDITIONAL INFORMATION (1 hard copy)

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

1.1 Equivalent Products (B3000T)

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2 Equivalent Products - Samples (DND)

If the Bidder offers a equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation. The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within the specified number of calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

1.3 Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for every item in the bid solicitation in order to be evaluated. Bidders may withdraw one or more items after bid closing but prior to contract award by advising in writing the Contracting Authority.

1.4 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.

1.5 Certifications

Bidders must submit the certifications required under Part 5 prior to contract award.

1.6 Additional Information

1.6.1 Procurement Business Number (PBN) (Canadian suppliers)

<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

The Procurement Business Number of the supplier is: _____

Note: Not mandatory at bid closing but required precedent to contract award.

1.7 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

1.8 Delivery Offered

Offered delivery is indicated at the item description herein.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

- Technical compliance (description of items 1 to 3);
- Complete technical specifications submitted for an equivalent product proposed;
- Bids must be submitted for all destinations per NSN.

1.2 Financial Evaluation

The bidder must quote firm prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight/Shipping charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable.

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 identical NSN basis will be recommended for contract award.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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.

1.3 General Environmental Criteria Certification

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table below (1.3.1) is accurate and complete. By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, a minimum of four (4) out of seven (7) requirements identified in the General Environmental Criteria Table. Table 1.3.1 is not mandatory at bid closing but required precedent to contract award.

1.3.1 General Environmental Criteria Certification Table

Green practices within supplier's organization:	Insert a checkmark for each criteria that is met
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

2.1 SACC Manual Clauses

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 SACC Manual Clauses

SACC Reference	Section	Date
A9131C	Controlled Goods Program (applicable to item 1)	2014-11-27
B4060C	Controlled Goods (applicable to item 1)	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2014-11-27

4. Term of Contract

4.1 Delivery Date(s)

Item ___ complete by _____

Item ___ complete by _____

etc.

(Delivery as offered and as accepted will be inserted at contract award).

5. Authorities

5.1 Contracting Authority

Steve Dumaresq
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division, 7B3, Place du Portage, Phase III, 11 Laurier Street
Gatineau, QC, K1A 0S5
Telephone : (819) 956-3487 Facsimile: (819) 953-4944

E-mail address: steve.dumaresq@pwgsc-tpsgc.gc.ca

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

5.2 Technical Authority

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

The Technical Authority named above 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.

5.3 Contractor Contacts

General Enquiries

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in the contract for a total cost of \$ ___ (insert the amount 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.

6.2 Multiple Payments

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

6.3 SACC Manual Clauses

SACC Reference	Section	Date
D0050C	End User Certificate	2007-05-25
G1005C	Insurance	2008-05-12

7. 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) Original and one (1) copy:

Department of National Defence
Commanding Officer, CFSD Montreal
P.O. Box 4000, STN K
Montreal, Quebec H1N 3R9

(b) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DLP 3-3-1-1

(c) One (1) copy to:

Department of Public Works and Government Services
"HN" Division
7B3 Place du Portage, Phase III
11 Laurier Street
Gatineau, Quebec K1A 0S5
Attention: Steve Dumaresq

8. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. 2010A (2014-09-25) General Conditions - Goods, Professional Services, Services (Medium Complexity);
- c. Requirement as presented at Solicitation W8486-162768/A;
- d. the Contractor's bid dated _date_.

11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada. Canada may either:

- (a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (destination) Inco terms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery

The Contractor must prepare 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.

13.3 Shipping – Scheduling

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 25 CF Supply Depot Montreal
Montreal, Qc
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282