

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bids must be submitted by email only
to the following email address:

Email: Jordan.Adams2@forces.gc.ca

W8485-237137

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

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

COMMENTS - COMMENTAIRES

Title/Titre: Headsets for C130J Amendment 001	
Solicitation No – N° de l'invitation W8485-237137	Date 03 June 2022
Solicitation Closes - L'invitation prend fin at - à 14 :00hrs on - le 17-June-22	Time Zone Fuseau horaire EST
Address Enquiries to – Adresser toutes questions à : Department of National Defence Ministère de la Defense Nationale National Defence Headquarters Quartier-General de la Defense Nationale MGen George R Pearkes Bldg Edifice Mgen George R Pearkes 101 Colonel By Drive 101 Promenade du Colonel By Ottawa, ON K1A 0K2 Ottawa, ON K1A 0K2	
Name : Jordan Adams Attn: DAP 4-4-2-2 Jordan.Adams2@forces.gc.ca	
Destination of Goods and Services – Destination des biens et services : See Herein / Voir aux présentes	
Instructions / 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.	
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - no de téléphone: _____ Procurement Business Number (PBN) - Numéro d'entreprise d'approvisionnement (NEA) : _____	
Bidder's Reference No : _____	
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 caractère d'imprimerie) Name/Nom _____ Title/Titre _____ Signature _____ Date _____	

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PART 1 - INFORMATION AND INSTRUCTIONS

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

This requirement is detailed under “Statement of Requirement” at **Annex B**.

1.3 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.3.1 SACC Manual Clauses

B4024T - Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

1.3.2 Electronic Payment of Invoices – Bid

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

If Annex “A” 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.

1.4 Submission of Bids

1.4.1 Bids must be submitted by email to the Contracting Authority identified in page 1 of the bid solicitation cover page.

1.5 Certifications and Additional Information

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.5.1.1 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.

1.5.2 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 specified will render the bid non-responsive.

1.5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

1.5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.6 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

1.7 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

1.7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.7.2. Basis of Selection

A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

1.8 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.

1.9 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.

1.10 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

There is no security requirement applicable to the Contract.

2.2 Statement Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "B".

2.3 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.

2.4 Term of Contract

2.4.1 Period of the Contract

The period of the Contract is from date of Contract award until the last delivery is completed.

2.4.2 Delivery Date

All deliverables must be received on or before *(to be completed at contract award)*.

2.4.3 Delivery Point

Dept of National Defense - CFB Trenton
436 (T) Squadron, TSS – Technical Support Section
10 Hangar, 6 Bay Mezzanine, RM 157W
**ATTN: Sgt Anthony Justason (Anthony.Justason@forces.gc.ca / Tel: 613-392-2811 x 5525 /
BB 613-391-7407)**
52 North Star Drive- 8 Wing
Astra Ontario
K0K3W0

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jordan Adams
Title: DAP 4-4-2-2
DGAEPM/DAP/DAP 4
Directorate: Directorate of Aerospace Procurement
Address: 101 Colonel by Drive
Ottawa, ON
K1A 0K2

E-mail address: Jordan.Adams2@forces.gc.ca

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

2.5.2 Technical Authority

The Project Authority for the Contract is:

Name: Major Even Jacques
Title: CC130J Aircraft Engineering Officer and Senior Design Engineer
Organization: DAEPM(T) 2-3
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2

E-mail address: Even.Jacques@forces.gc.ca

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.

2.5.3 Contractor's Representative (*NOTE TO BIDDER: must be filled out and submitted by the Vendor with their bid*)

The person responsible for:

General Inquiries:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

2.6. Payment

2.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm unit price**, as specified in **Annex B**, for a cost of \$_____. (*NOTE TO BIDDER: To be inserted at contract award*).

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

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.

2.6.3 Electronic Payment of Invoices - Contract

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

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

2.7 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. The original must be forwarded to the following email address for certification and payment.

Jordan.adams2@forces.gc.ca

2.8 Certifications and Additional Information

2.8.1 Compliance

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

2.9 Applicable Laws

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

2.10 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) Annex B, Statement of Requirement;
- (c) the Contractor's bid dated _____ (*insert date of bid at contract award*)

2.11 Defence Contract

A9006C (2012-07-16) Defence Contract

2.12 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

B7500C (2006-06-16) Excess Goods

C2000C (2007-11-30) Taxes - **Foreign-based Contractor**

C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - **Foreign-based Contractor**

C2608C (2019-05-30) Canadian Customs Documentation - **Foreign-based Contractor**

C2610C (2007-11-30) Customs Duties - DND– Importer

C2800C (2013-01-28) Priority Rating

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D0050C (2007-05-25) End User Certificate

D2025C (2017-08-17) Wood Packaging Materials

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

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

2.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

2.14 Packaging Requirements

D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare the item(s) 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.

The Contractor must package the item(s) in quantities of 1 each per unit pack or up to a maximum of 50 by package/box.

PART 3 – QUALITY ASSURANCE AND SHIPPING

3.1 Quality Assurance

D5545C (2019-05-30) ISO 9001:2015 - Quality Management Systems – Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*

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

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

3.2 Shipping Instructions – Department of National Defence

3.2.1 Shipping Instructions (Department of National Defence) – Foreign-based Contractors

Goods must be shipped DAP – Delivered at Place:

Dept of National Defense - CFB Trenton

436 (T) Squadron, TSS – Technical Support Section

10 Hangar, 6 Bay Mezzanine, RM 157W

ATTN: Sgt Anthony Justason (Anthony.Justason@forces.gc.ca / Tel: 613-392-2811 x 5525 / BB 613-391-7407)

52 North Star Drive- 8 Wing

N° de l'invitation - Solicitation No.
W8485-237137

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID
DAP 4-4-2-2

Astra, Ontario
K0K3W0

The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes.

ANNEX “A” to PART 1 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 1.3.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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

ANNEX B
STATEMENT OF REQUIREMENT

Item	Description	Delivery Date	Destination	U. of I	Qty	Unit Price & Currency	Total Item Cost
1	Headset, Electrical NSN: 5965-20-A0X-9104 Part No.: 43102G-10 NSCM/CAGE: 71483 D5545C (2019-05-30) - ISO 9001:2015 - Quality Management Systems – Requirements (Quality Assurance Code C) Packaging: D-LM-008-036/SF-000		Dept of National Defense – CFB Trenton 436 (T) Squadron,TSS – Technical Support Section. 10 Hangar, 6 Bay Mezzanine. RM 157W Attn: Sgt. Anthony Justason 52 North Star Drive – Wing 8. Astra, ON , K0K3W0	EA	250		
SUB-TOTAL: (MUST BE FOB DESTINATION; DELIVERY DUTY PAID; AND TRANSPORTATION COSTS INCLUDED)		\$ _____					
APPLICABLE TAXES:	Insert amount as:	Ontario: GST (13%): \$ _____					
TOTAL:		\$ _____					

ANNEX "C"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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