



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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 LED Aviation Lights	
Solicitation No. - N° de l'invitation T6018-120011/A	Date 2012-06-20
Client Reference No. - N° de référence du client T6018-120011	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-307-8098	
File No. - N° de dossier WPG-2-35047 (307)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-31	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Orton, Deb	Buyer Id - Id de l'acheteur wpg307
Telephone No. - N° de téléphone (204) 983-5007 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TRANSPORT CANADA CHURCHILL AIRPORT CHURCHILL MANITOBA ROC 0A0	

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
Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

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REQUEST FOR PROPOSAL FOR

LED AVIATION LIGHTS, SOLAR POWERED, AVLIGHT, MODEL AV70HI (For Transport Canada in Churchill, MB.)

PART 1 **GENERAL INFORMATION**

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. REQUIREMENT

The requirement is detailed under Part 6, Article 2 of the resulting contract clauses.

3. DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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 issued by Public Works and Government Services Canada. <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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 (2012-03-02), 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) days

1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

2. SUBMISSION OF BIDS

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. ENQUIRIES - BID SOLICITATION

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

4. APPLICABLE LAWS

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

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 (3 hard copies)
Section II:	Financial Bid (1 hard copy)
Section III:	Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>)

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably managed forest and/or containing minimum 30% recycled content; and**
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo-tangs or binders.**

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4
EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

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(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Mandatory Criteria (required at bid closing)

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- (a) Ability to perform the full scope of the work described in Annex "A" - Requirement
- (b) Completion of the Compliance Matrix attached as Appendix "1". Completion is defined as indication of compliance to each mandatory criteria. Bidders are to record whether they meet (Yes) or not meet (No) the specifications.
- (c) Provision of pricing as requested in Annex "B".
- (d) Provision of detailed documentation, brochures, technical data or narrative submission to demonstrate compliance with mandatory specifications identified under Annex "A".

1.2 Mandatory Evaluation Criteria (required prior to award)

These criteria must be met prior to the issuance of a standing offer. Failure to meet any of the following mandatory criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within five (5) calendar days of a request by the Contracting Authority.

- (a) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation
- (b) Compliance with certification requirements as per Part 5, Certifications Precedent to Issuance of a Standing Offer:
 - i) Federal Contractors Program for Employment Equity - Certification
 - ii) Former Public Servant Certification

1.3 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

2. BASIS OF SELECTION**2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 **CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
<http://laws.justice.gc.ca/en/E-5.401/index.html>
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

1.2.1 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, in the context of the fee abatement formula, 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.

1.2.2 Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

1.2.3 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

1.2.4 Certification

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

PART 6

RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. REQUIREMENT

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

2.1 No Substitute Products

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.

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 issued by Public Works and Government Services Canada.

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

3.1 General Conditions

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery Date

All the deliverables must be received on or before ___TBD___ .

5. AUTHORITIES

5.1 Contracting Authority

Deb Orton, Supply Officer, Acquisitions Branch
Public Works and Government Services Canada
100-167 Lombard Avenue
P. O. Box 1408
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-5007 Facsimile: (204) 983-7796
E-mail address: deb.orton@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 Project Authority

The Project Authority for the Contract is: TBD

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

Procurement Business Number (PBN): _____ PG _____

(REF: Standard Instructions 2003 Section 2)

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 a firm price, as specified in Annex "B" for a cost of \$ ___TBD___. Customs duties are included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

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

C5201C (2008-05-12), Prepaid Transportation Costs

7. INVOICING INSTRUCTIONS

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.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. CERTIFICATIONS

Compliance with the certifications 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 or 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 Manitoba.

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 (2012-03-02), General Conditions - Goods (Medium Complexity) applies to the contract and is an integral part thereof.
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment
- (e) the Contractor's bid dated ____ TBD ____

11. SACC MANUAL CLAUSES

B1501C (2006-06-16), Electrical Equipment

B7500C (2006-06-16), Excess Goods

12. INSURANCE

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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File No. - N° du dossier

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ANNEX "A"

REQUIREMENT

SCOPE:

Requirement for the supply and delivery of **132 new AVLIGHT, MODEL AV70HI LED AVIATION LIGHTS, SOLAR POWERED (as described below and in accordance with the minimum mandatory performance specifications detailed in Appendix "1")** to the Transport Canada in Churchill, MB.

These solar powered lights are required as emergency lighting for various airport runway lighting systems at the Churchill Airport in Churchill Manitoba.

DELIVERY:

Delivery to be made FOB destination including all delivery and offloading charges to Transport Canada's Churchill Airport in Churchill, MB ROC 0A0, preferably, on or before 31 August 2012.

STANDARDS:

The solar powered aviation lights must meet the requirements of ICAO Annex 14, Volume 1, Fourth Edition. Para 5.3.17.7.

MINIMUM MANDATORY TECHNICAL CRITERIA:

Please refer to Appendix "1".

Further details of the requirement are listed in Appendix "1" - "Compliance Matrix".

Completion of the Compliance Matrix is mandatory to be considered for this Contract.

Completion is defined as: indication of compliance to each mandatory criteria. Bidders are to record whether they meet (Yes) or not meet (No) the specifications.

Appendix "1" is available as a PDF electronic attachment on the Government Electronic Tendering System (GETS). **If you would like an MS Excel version of Appendix "1" please contact the PWGSC Contracting Authority listed below:**

Deb Orton, Supply Officer

Telephone: 204-983-5007

Facsimile: 204-983-7796

E-mail address: deb.orton@pwgsc-tpsgc.gc.ca

ANNEX "B"**BASIS OF PAYMENT**

Prices quoted below are in Canadian Dollars, including: minimum one year full parts & labour warranty; all shipping and offloading charges and customs duty charges, FOB destination. GST is extra.

PRICE BREAKDOWN

ITEM NO.	QTY.	UNIT OF ID	DESCRIPTION	UNIT PRICE (CDN \$)	EXTENDED PRICE (CDN \$)
1	132	Each	AVLIGHT, MODEL AV70HI LED AVIATION LIGHTS, SOLAR POWERED, including all mandatory technical components, necessary to provide a 100% turnkey system. <i>(See Annex "A" and Appendix "1" for the complete technical specifications that must be satisfied in order for your proposal to be deemed responsive.)</i> 92 each White 18 each Blue 4 Each Amber 2 each Red 16 each (50% & 50% Red)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
2	1	Each	WARRANTY: Minimum one year, warranty <i>(including parts and labour costs).</i>	\$ _____	\$ _____
3	1	Each	DELIVERY CHARGES: FOB Destination <i>(including all charges related to shipping, offloading and custom duties)</i> to Transport Canada in Churchill, MB.	\$ _____	\$ _____
			1 + 2 + 3 = Total Evaluation Price	Subtotal	\$
				GST	\$
				TOTAL	\$