

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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 Chasseurs mécaniques	
Solicitation No. - N° de l'invitation T3200-110026/A	Date 2013-01-16
Client Reference No. - N° de référence du client T3200-11-0026	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-027-15152	
File No. - N° de dossier QCN-2-35372 (027)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-26	Time Zone Fuseau horaire Heure Normale du l'Est HNE
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: Roy, Josée	Buyer Id - Id de l'acheteur qcn027
Telephone No. - N° de téléphone (418) 649-2932 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRANSPORTS AEROPORT SEPT ILES 1000 BOUL. LAURE EST C.P. 2001 SEPT-ILES Québec G4R4K2 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

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée VOIR DOC.	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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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Annex A "Requirement".

The requirement is subject to the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), Canada - Peru Free Trade Agreement, Canada - Colombia Free Trade Agreement and Canada - Chile Free Trade Agreement.

3. Debriefings

After contract award, 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.

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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. 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 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 Quebec.

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 (2 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) (<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, duotangs 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.

The Bidder must provide the following with its Technical Bid:

- (i) **Mandatory Criteria:** The Bidder must fill in and provide the technical compliance table (section 1.1.1 of Part 4).
- (ii) **Documentation:** The Bidder must provide evidence (product specifications, publication, documented data or discussion points) showing compliance to the mandatory criteria.

Section II: Financial Bid

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Bidder must indicate, for each mandatory technical criterion, whether the proposed products comply or not, by checking the relevant box. The Bidder must clearly demonstrate how the proposed products comply to each criterion. Simply stating that the criteria is met, is not sufficient. Where it is necessary to refer to other documentation that is included in the Bid, Bidders should include the precise location of the reference material including the title of the document, and the page and paragraph numbers. The bidder must provide an answer for each criterion. The bidder must provide enough details to permit a complete evaluation.

Although bidders must propose products meeting all the specifications and components outlined in Annex A at the bid closing date, bids will be evaluated on the following criteria:

Item	Mandatory Technical Criteria	Met	Not met	Reference to additional substantiating materials included in bid
1	Scare canon must be able to be in continual movement			
2	Fire the gunshots in several directions			
3	Be equipped with a timer to adjust the periods of work including a random mode			
4	Be self-sustaining and work without electricity (that is to say must have solar panels)			
5	Be mounted on a tripod			
6	Possibility of using a remote wireless activator			

1.2 Financial Evaluation

- a. Prices will be evaluated in Canadian Funds including any applicable Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). For evaluation purposes, bids received in a foreign currency will be converted

to Canadian funds using the rate quoted by the Bank of Canada as being in effect on date of bid closing.

- b. Prices will be evaluated on a DDP (Sept-Îles Airport (1 000 blvd Laure Est Sept-Îles QC, G4R 4K2) and Îles-de-la-Madelaine Airport (210 Chemin de l'Aéroport Havre aux maisons, QC, G4T 2R1) basis.

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 Code of Conduct and Certifications - Related documentation

- 1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - 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*;
- 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, *0 and has a valid certificate number as follows: _____* .

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

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".

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* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), 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 4 weeks after Contract award.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Roy
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 601-1550, D'Estimauville Avenue
Québec (QC)
G1J 0C7

Telephone: 418 649-2932
Facsimile: 418-648-2209
E-mail address: Josee.Roy@tpsgc-pwpsc.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

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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 *(to be completed at Contract award)*

The Technical Authorities for the Contract are :

Sept-Îles Airport

Name: _____

Title: _____

Organization: _____

Telephone : _____

Facsimile : _____

Email : _____

Îles-de-la-Madelaine Airport

Name: _____

Title: _____

Organization: _____

Telephone : _____

Facsimile : _____

Email : _____

The Technical Authorities named above is the representatives of the department or agency for whom the Work is being carried out under the Contract and are responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authorities, however the Technical Authorities have 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 *(to be completed by the Contractor)*

Name : _____

Title : _____

Telephone : _____

Facsimile : _____

E-mail : _____

6. Payment

6. Basis of Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in Annex B. 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

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

6.4 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Sept-Îles Airport (1 000 blvd Laure Est Sept-Îles QC, G4R 4K2) and Îles-de-la-Madelaine Airport (210 Chemin de l'Aéroport Havre aux maisons, QC, G4T 2R1) Incoterms 2000 for shipments from a commercial contractor.

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 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

- 8.1 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 _____ **(to be completed at Contract award)**.

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) the general conditions 2010A (2012-11-19);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ **(to be completed at Contract award)**.

11. SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

ANNEX A

REQUIREMENT SYSTEM FOR THE DISPERSION OF BIRDS

1. SCOPE

Provide a system for the dispersion of birds comprising twenty-five (25) scare cannons according to the data shown in the following paragraphs.

2. TECHNICAL DESCRIPTION

The scare canon must:

1. Be able to be in continual movement;
2. Fire the gunshots in several directions;
3. Be equipped with a timer to adjust the periods of work including a random mode;
4. Be self-sustaining and work without electricity (that is to say must have solar panels);
5. Be mounted on a tripod;
6. Possibility of using a remote wireless activator.

3. TRAINING AND INSTALLATION ASSISTANCE

The supplier shall assist the airport staff in the installation and in the safe and effective use of the scare cannons through the provision of guides/manuals and/or assistance by phone.

4. WARRANTY

All parts must be guaranteed for one (1) year.

5. DELIVERY

15 canons must be delivered to the following address :

Sept-Îles Airport
1 000 blvd Laure Est
Sept-Îles QC, G4R 4K2

10 canons must be delivered to the following address :

Îles-de-la-Madelaine Airport
210 Chemin de l'Aéroport
Havre aux maisons, QC, G4T 2R1

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ANNEX B

BASIS OF PAYMENT

Item	Description	QTY	Firm Unit Price (excluding sales tax)	TOTAL Firm Price (excluding sales tax)
1	Scare canon , as detailed at Annex A. Delivered Duty Paid (DDP) Sept-Îles Airport (1 000 blvd Laure Est Sept-Îles QC, G4R 4K2) and Îles-de-la-Madelaine Airport (210 Chemin de l'Aéroport Havre aux maisons, QC, G4T 2R1) Incoterms 2000, including Custom Duties and Candian Excise taxes and including shipping and delivery.	25	\$ _____	\$ _____