

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 0A1 / Noyau 0A1

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 SYMBOL GENERATOR		
Solicitation No. - N° de l'invitation T8493-130027/A	Date 2014-02-04	
Client Reference No. - N° de référence du client T8493-130027		
GETS Reference No. - N° de référence de SEAG PW-\$CAG-011-24296		
File No. - N° de dossier 011cag.T8493-130027	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-17		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Beauchamp, Joanne		Buyer Id - Id de l'acheteur 011cag
Telephone No. - N° de téléphone (819) 956-9251 ()		FAX No. - N° de FAX (819) 956-7173
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT AIRCRAFT SERVICES DIRECTORATE 200 COMET PRIVATE OTTAWA Ontario K1V9B2 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

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

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	SYMBOL GENERATOR Unit of Measure - Unite de mesure: EA Part No. - N° de la partie: 7004544-314 Quality Assurance No. - N° d'assurance de qualité: QAC ' 'J'	T8561	T8561	1	Each	\$	\$	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Requirement

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Financial Offer
4. Enquiries - Bid Solicitation
5. Applicable Laws

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 4 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Compliance
9. Applicable Laws
10. Priority of Documents
11. Certifications
12. Civil Aircraft Inspection (QAC J)
13. Notice of Labour Disputes
14. Limitation of Contractor's Liability for Damages to Canada
15. Liability Insurance
16. Labeling
17. Incomplete Assemblies
18. Shipping Instructions
19. Inspection - Consignee
20. Invoice Distribution

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

See page(s) detailed line item(s) description of this document.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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. Financial offer

Canada requests that offerors complete one of the following:

- a. () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of goods contract.

The following credit card(s) are accepted:

VISA _____

Master Card _____

American Express _____

- b. () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of goods contract.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of contract will not be considered as an evaluation criterion.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Mandatory Technical Criteria

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- a. comply with proposed Basis of Payment;
- b. comply with proposed Delivery date to be on or before March 31st 2014; and
- c. accept terms and conditions as outline in this RFP/Contract document
- d. an evaluation team composed of representatives of Publics Work and Services Canada and from Transport Canada will evaluate the bids.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with **the lowest evaluated price and delivery on or before March 31st, 2014** will be recommended for award of a contract. (A0069T, 25/05.07)

PART 4 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

See page(s) detailed line item(s) description of this document.

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 (2013-03-13), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract Mandatory

All deliverables must be received **on or before March 31st, 2014.**

4.2 Packing

Packaging shall be standard commercial packaging adequate to ensure safe arrival at destination. Items shall be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized. In those cases where special packing, containers or crates are provided by Transport Canada, such protective shipping packages, containers or crates shall be used to return the unit to the consignee.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Beauchamp
Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector (DMPS)
CAG Division
Place du Portage, Phase III, 8C1
11 Laurier Street, Gatineau, Quebec K1A 0S5
Telephone: (819) 956-9251
Facsimile: (819) 956-7173
E-mail address: joanne.beauchamp@tpsgc-pwgsc.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:

Randy Campbell
Chief, Avionic
Transport Canada
Telephone: 613-998-4755
email: randy.campbell@tc.gc.ca

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 Contacts

Delivery Follow-up

Name:

Telephone no:

Facsimile no:

E-mail address:

General Enquiries

Name:

Telephone no:

Facsimile no:

E-mail address:

6. Payment

6.1 Basis of Payment

- | | | |
|------|--------------|---|
| 1) | PRICE: | Firm Unit Price |
| 2) | QST/HST/GST: | Extra, if applicable |
| 3) | DUTY: | Extra, if applicable and payable by the consignee |
| 4) * | FCA: | Contractor's Plant _____ |
| | OR | |
| 3) * | DDP: | Destination |

The Contractor shall be paid the firm price stipulated in the Line Item Description and shall meet the Delivery as on page 2 of 22.

6.2 Taxes-Foreign based Contractor (C2000C, 30/11/07)

6.3 Canadian Customs Duties and Sales Tax - Foreign-based Contractor

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada. (C2605C, 12/05/08)

7. Invoicing Instructions

Compliance with the certifications

7.1 Financial Offer

The following credit card is accepted: _____ .

8. Compliance

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

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.

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 (2013-03-13), General Conditions - Goods (Medium complexity).

11. Certifications

Engines, components and accessories, new, repaired, overhauled or modified are to be covered by an FAA Aircraft Certification of Airworthiness, signed by an authorized representative of FAA or the Contractor, and one copy of the Certification must go with the shipping documents and one copy must accompany the invoice. FAA Form 8130-3 serviceable tag where applicable, must be completed and attached to the units prior to shipment to consignees together with a copy of completed work order and completion of component history when included.

All Certification shall be in accordance with F.A.R. Transport Engineering and Inspection Manual, Part 21 and FAA Advisory Circular 21-2 or Canadian equivalent

12. Civil Aircraft Inspection (QAC J)

The Contractor must inspect the Work described in the Contract in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and/or the Canadian Department of Transport (DOT) civil aircraft regulations. The Work is subject to verification by the Department of National Defence at destination. Proof of inspection must accompany each shipment.

The material must be released for shipment to the consignee(s) using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) must be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations. (Derived from - Provenant de: D5580C, 2007-11-30)

13. Notice of Labour Disputes

Whenever the Contractor or any sub-contractor hereunder has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(Derived from - Provenant de: XBB048, 1996-10-29)

14. Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$2,000,000.00. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

(N001C, 12/05/08)

15. Liability Insurance

- (1) The Contractor shall maintain in force, throughout the period of performance of the Contract, liability insurance in an amount which, together with the Contractor's working capital and the realizable value of its unencumbered fixed assets from time to time, would be sufficient to satisfy the maximum liability to Canada that the Contractor could incur under the Contract.
- (2) At the request of the Contracting Officer from time to time, the Contractor shall Immediately provide to the Contracting Officer either (a) certificates evidencing the current status of the insurance required in subsection (1), which describe the coverage and any material exclusions from or limitations on the coverage, or (b) evidence that the Contractor requires no insurance to satisfy the requirements of subsection (1).

- (3) If the period of performance of the Contract is longer than one year, the Contractor shall, at the request of the Contracting Officer, provide to the Contracting Officer, on each anniversary date of the execution of the Contract during the period of performance of the Contract, a breakdown of the current contribution of its working capital, realizable value of unencumbered fixed assets, and insurance toward its ability to satisfy the maximum liability to Canada that the Contractor could incur under the Contract.

(Derived from - Provenant de: XLI003, 2000-03-21)

16. Labeling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

(Derived from - Provenant de: D2001C, 2007-11-30)

17. Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

(Derived from - Provenant de: D9002C, 2007-11-30)

18. Shipping Instructions

Shipments are to be made in bond, to destination, by the most direct and economical means of transportation consistent with normal shipping practices.

18.1 Shipping Instructions - Delivery at Origin

1. Goods must be consigned to the destination specified in the Contract and delivered common carrier FCA Free Carrier Contractor's facility Incoterms 2010 via _____ for shipments.

2. Canada is responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties, if applicable.

19. Inspection - Consignee

Work provided under the Contract shall be subject to inspection by the consignee at destination.

(Derived from - Provenant de: D5302D, 1998-02-16)

20. Invoice Distribution

The Contractor shall submit invoices on its own form, and shall include the following information: the date, name and address of the consignee(s), item number, quantity, part number, reference number and description, contract file, serial numbers and Client Reference Number (CRN). Invoices will be distributed as follows:

- a. The original and one copy to - Consignee
- b. one (1) copy to:
Department of Public Works and Government Services
Defence and Major Projects Sector (DMPS)
CAG Division,
8C1 Place du Portage Phase III,
11 Laurier Street, Gatineau, Quebec K1A 0S5
Attention: Joanne Beauchamp Fax: (819) 956-7173