

**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 RFP - AVIONICS EQUIP, MODIF, SPARES		
Solicitation No. - N° de l'invitation T8493-130021/B	Date 2014-04-24	
Client Reference No. - N° de référence du client T8493-130021		
GETS Reference No. - N° de référence de SEAG PW-\$CAG-002-24452		
File No. - N° de dossier 002cag.T8493-130021	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-05		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: McMartin, Dugald		Buyer Id - Id de l'acheteur 002cag
Telephone No. - N° de téléphone (819) 956-0085 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICE DIRECTORATE 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

**This document cancels and supersedes the previous
Solicitation T8493-130021/A dated 2013-12-05
with a closing at 02:00 PM EST on 2014-01-30**

REQUEST FOR PROPOSAL (RFP)

FOR

AVIONICS MODERNIZATION OF THE KING AIR C90A FLEET

FOR

TRANSPORT CANADA AIRCRAFT SERVICES DIRECTORATE (ASD)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award and Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Period of Contract
4. Authorities
5. Delivery, Inspection and Acceptance

6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Notice of Labour Disputes
12. Consultants and Other contractors

List of Annexes and Appendices:

- Annex A Statement of Work
 - Appendix 1 to Annex A - Mandatory Requirements Compliance Checklist
 - Appendix 2 to Annex A - Rated Requirements Scoring Card
- Annex B Basis of Payment
- Annex C Federal Contractors Program for Employment Equity - Certification
- Annex D List of Currently Installed Avionics Equipment on Each Aircraft
- Annex E Milestone Payment Schedule
- Annex F Assignment of Warranties
- Annex G Technical Acceptance Receipt (Final Acceptance)

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting Contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the List of Currently Installed Avionics Equipment on Each Aircraft, the Milestone Payment Schedule, and the Assignment of Warranties.

2. Summary

This requirement is to modify the Transport Canada fleet of (5) King Air C90A aircraft with modernized and standardized instrument panels with a new avionics suite.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and Annex C - Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of

the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid must sign page 1 of this RFP and agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

SACC Manual Clause A9033T (2012-07-16) Financial Capability is incorporated by reference into and forms 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 in the top left hand corner on page 1 of the bid solicitation. Bids are **not** to be sent directly to the PWGSC Contracting Authority.

3. Enquiries - Bid Solicitation

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

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of

the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

Prices must appear only in Annex B - Financial Bid. No prices must be indicated in any other section of the bid, other than option prices in R3.0 to R3.7 of Appendix 2 to Annex A - Rated Requirements Scoring Card. Where a requirement of this RFP provides instruction to bidders or simply provides instruction to bidders, it will be identified specifically with the words for instruction to bidders or with an (I) in this RFP.

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.

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, as described in Annex A - Statement of Work, and how they will carry out the Work.

The technical bid should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the bid will be evaluated. In its technical bid, the Bidder must demonstrate its understanding of the requirements described in this RFP.

The technical bid shall be evaluated to ensure that the Mandatory Requirements specified in Appendix "A" Statement of Work have been met. The technical bid must properly

complete the Mandatory Requirements Compliance Checklist provided in Appendix 1 to Annex A.

In order to facilitate the evaluation of the bid, Canada requests bidders to address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

In the event that apparent or real conflicts exist in the Statement of Work (SOW) in this RFP, Bidders must identify and communicate them to the Contracting Authority at least six (06) calendar days prior to the solicitation closing date. Canada reserves the right to subsequently modify the SOW and the RFP with the information provided.

It must be noted that a NON-COMPLIANT response to any Mandatory Requirement of the above referenced documents will render your proposal NON-COMPLIANT. Bidders must therefore ensure that they comply with the Mandatory Requirements of Appendix "A" prior to submitting a proposal.

Section II: Financial Bid

The Bidders Financial Bid must be completed in accordance with the Basis of Payment in Annex B, and must provide a firm price for the stated requirements. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Evaluation Team

An evaluation team composed of representatives of the Transport Canada and PWGSC will evaluate the proposals on behalf of Canada. Canada reserves the right to hire any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

1.2 Technical Evaluation Criteria

1.2.1 Mandatory Requirements

This solicitation contains mandatory requirements. Where a requirement of this RFP is mandatory, it will be identified specifically with the word Mandatory, an (M), or with a statement covering a section of this document. The words shall and must, in the RFP are to be interpreted as mandatory requirements.

Proposals must comply with each and every mandatory requirement. Any proposal, which fails to meet any of the Mandatory Requirements in Annex A, will be deemed non-responsive and will not be given further consideration. Each requirement must be addressed separately.

Bids will be evaluated solely on the information provided in each Bidder's submission. Bids not meeting all of the mandatory requirements will be given no further consideration.

It is the responsibility of the Bidder to obtain, from the Contracting Authority identified any clarification of the requirement contained in the RFP prior to submitting its bid.

Any questions or concerns Bidders may have concerning any aspect of this requirement during the solicitation period and/or the subsequent evaluation period, up to and including the date of Contract award, must be directed only to the Contracting Authority. Non-compliance with this condition during the above mentioned periods can (for that reason alone) result in disqualification of the Bidder's proposal.

To facilitate bid preparation and bid evaluation, Bidders must prepare and submit compliance with Mandatory Requirements using the information and template provided in Appendix 1 to Annex A - Mandatory Requirements Compliance Checklist.

1.2.2 Point Rated Requirements

This solicitation also contains rated requirements (i.e., elements that will be given a score). Rating will be done in accordance with the evaluation methodology described in this solicitation. Bidders are requested to prepare and submit their responses relative to Rated Requirements using the information and template provided in Appendix 2 to Annex A - Rated Requirements Scoring Card. Bidders must meet the minimum passing mark in each category of rated requirements. Bidders whose responses fail to meet the minimum passing mark in any rated requirement category will have their proposals deemed non-responsive and will not be given further consideration.

The Bidder should provide a response in each applicable section/cell and may not alter the format or content contained within these templates. Where applicable, the Bidder should utilize the section numbers as provided.

1.3 Financial Evaluation

The Bidders Financial Bid will be evaluated in accordance with Annex B Basis of Payment. The Total Assessed Price (TAP) as defined in Article 1.3, Annex B - Basis of Payment will be used to determine the lowest evaluated bid price.

1.4 Clarifications

If clarifications of specific information with respect to the Bidder's proposal are required by the Evaluation Team, requests for such information will be made through the PWGSC Contracting Officer.

Bidders will have three (3) working days or such longer period as is specified in writing by the PWGSC Contracting Officer to provide the necessary information or documentation to the PWGSC Contracting Officer. Failure to meet the deadline shall result in the proposal

being declared Non-Responsive. This period may be extended based on the mutual agreement of both parties.

2. Basis of Selection - Mandatory Requirements

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all mandatory technical evaluation criteria; and
- (c) Obtain the required minimum points for the technical evaluation criteria that are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated Total Assessed Price (TAP) will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

The Contracting Authority will have the right to ask for additional information to verify the Bidders certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award and Certifications Required with the Bid

1.1 Certifications Required Precedent to Contract Award

1.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the FCP Limited Eligibility to Bid list at the time of contract award.

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 C - 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.

1.2 Certifications Required with the Bid

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

1..2.1 Approved Maintenance Organization

At the time of bid closing the Bidder must submit to Canada one (1) copy of its Transport Canada, Approved Maintenance Organization (AMO) or FAA Certified Repair Station Approval, in accordance with Requirement 2.3 in Appendix 1 to Annex A.

1.2.2 Approved Avionics Parts Distributor and Recognized Installation Specialist

At the time of bid closing the Bidder must submit to Canada documentation from the avionics manufacturer showing that the Bidder is an approved avionics parts distributor for the proposed solution and a recognized installation specialist for the avionics modernization solution bid, in accordance with Requirement 2.4 in Appendix 1 to Annex A.

1.2.3 Letter(s) of Reference

At the time of bid closing the Bidder must submit to Canada at least one (1) letter of reference in accordance with Requirement 2.5 in Appendix 1 to Annex A.

1.2.4 Existing STC/LSTC Certificate(s)

At the time of bid closing the Bidder must submit to Canada one (1) copy of its existing STC/LSTC(s) applicable to Beechcraft King Air C90A, in accordance with Requirement 2.8 in Appendix 1 to Annex A.

1.2.5 Preliminary Work Schedule

At the time of bid closing, the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events, in accordance with Requirement 2.9 in Appendix 1 to Annex A.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A. On receipt of the Contract, the Contractor shall contact the Contracting Authority and provide a work plan which includes the induction date of the first aircraft and delivery schedule for the entire contract.

1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as described in the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time during the period of the contract by sending a written notice to the Contractor.

2. 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.

2.1 General Conditions

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2.2 SACC Manual Clauses

SACC Manual Clause H4500C(2010-01-11) Lien - Section 427 of the Bank Act is incorporated by reference into and forms part of the contract.

SACC Manual Clause G1005C(2008-05-12) Insurance is incorporated by reference into and forms part of the contract.

SACC Manual Clause D5580C(2007-11-30) Civil Aircraft Inspection (Quality Assurance Code J) is incorporated by reference into and forms part of the contract.

SACC Manual Clause Z0402C(1992-04-01) Preservation/Packaging/Packing/Marking is incorporated by reference into and forms part of the contract.

SACC Manual Clause B1000D(2007-11-30) Condition of Material is incorporated by reference into and forms part of the contract.

SACC Manual Clause B5007C(2010-1-01-11) Procedures for Design Change or Additional Work is incorporated by reference into and forms part of the contract.

3. Period of the Contract

3.1 Period of the Contract

Work will be performed during the period commencing on the date of Contract appearing on the top of page 1 and shall be completed within the period of the desired contract milestones in Annex E - Milestone Payment Schedule.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:
 Dugald McMartin, Supply Team Leader
 Public Works and Government Services Canada
 Acquisitions Branch
 Aerospace Equipment Program Directorate
 11 Laurier Street, Gatineau, QC, K1A 0S5
 Telephone: 819-956-0085
 Facsimile: 819-956-0549
 E-mail address: dugald.mcmartin@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.

4.2 Technical Authority

The Technical Authority for the Contract is:

_____ (Name of Technical Authority will be determined at Contract Award)
 _____ (Title)
 _____ (Fill in Organization)
 _____ (Fill in address)
 Telephone : _____
 Facsimile: _____
 E-mail address: _____

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.

4.3 Contractors Representative

_____ (Name will be determined at Contract Award)
 _____ (Title)
 _____ (Fill in Organization)
 _____ (Fill in address)
 Telephone : _____

Facsimile: _____

E-mail address: _____

5. Delivery, Inspection and Acceptance

5.1 Worksite Location

Work to upgrade the King Air C90A will be performed at the Contractor's own premises.

5.2 Loss or Damage to Aircraft Prior to Delivery

Notwithstanding transfer of each aircraft back to Transport Canada on the applicable provisional delivery date, the Contractor shall retain possession of and risk of loss for each aircraft.

Should an aircraft (Government Property) be damaged, while the property is in the care, custody and control of the contractor, the Contractor shall be responsible for repairing the aircraft or if an aircraft is damaged beyond repair, for replacing damaged aircraft. Furthermore, if damage to the aircraft occurs while under control of Transport Canadas pilot-in-command, before final acceptance, during the flight test program, and if the damage is caused by the Contractors aircraft modification or maintenance release, it will be the Contractors responsibility.

However, if damage to the aircraft is caused by Transport Canadas pilot-in-command during the STC flight program or subsequent acceptance flight tests by not following Transport Canadas published operating certificate requirements or approved operating procedures; or, if the damage to the aircraft is caused by pilot error. Canada will take responsibility.

5.3 Inspection - Consignee

Equipment provided under the Contract shall be subject to inspection by the consignee at the Contractors plant, prior to delivery for any aircraft that has been retrofitted and at destination for any equipment shipped to Transport Canada.

5.3.1 Inspection Authority

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending Payment.

5.3.2 Final Acceptance

For each King Air C90A avionics system upgrade, a pre-acceptance test flight will be conducted by Canada. The Contractor is responsible to rectify all avionics system upgrade deficiencies in each King Air C90A related to software/firmware, installation/integration, hardware malfunctions or performance shortcomings, and airworthiness deficiencies. Providing that all parts, equipment, capabilities and documentation is in order in accordance with Annex A - Statement of Work, all deficiencies are rectified and the required STC and/or LSTC are obtained, the system will then achieve final acceptance.

Final acceptance each King Air C90A avionics system upgrade is defined as Inspection Authority certification, per Annex G - Technical Acceptance Receipt (Final Acceptance), of the following:

- a) a pre-acceptance test flight has been conducted by Canada;
- b) the Contractor has rectified all deficiencies and non-conformities in the system;
- c) all parts, equipment, capabilities and documentation is in order in accordance with Annex A - Statement of Work;
- d) all STC and/or LSTC have been obtained by the Contractor.

5.3.3 Conditions for transfer of each individual aircraft

Subject to the remaining provisions of this Article, individual aircraft shall transfer from the Contractor back to Canada and be accepted by Canada in accordance with Article 5.3.2.

Subject to SACC Manual Clause D5580C(2007-11-30) Civil Aircraft Inspection (Quality Assurance Code J), each item and delivery, possession and risk of loss in and to the individual aircraft and item and all materials, parts and work in progress shall transfer from the Contractor to Canada and be accepted by Canada from the Contractor on the applicable final delivery date, which final delivery and acceptance shall be subject to the provisions of Article 5.3.2, final acceptance hereof.

Canada's obligation to take back possession of each aircraft hereunder from the Contractor shall be subject to the occurrence of the following events and the receipt by Canada of the following documents on the applicable final delivery date (save and except if Canada expressly waives occurrence or receipt of same):

- a) a full warranty bill of sale for the new avionics suite and the installation thereof, executed by the Contractor in favor of Canada;
- b) the new avionics equipment being transferred to Canada free and clear of any liens (other than those arising by or through Canada).
- c) a current standard certificate of airworthiness issued by Transport Canada for each completed aircraft;
- d) an assignment of warranties for each completed aircraft and upgrade equipment in the form of Annex F attached hereto, executed by the Contractor in favor of Canada;
- e) that each completed aircraft conforming to the description set forth in Annex A attached hereto;
- f) Canada having satisfactorily completed inspection of each completed aircraft and the Contractor having made all the appropriate corrections to each completed aircraft.

5.4 Shipping Instructions - Delivery at Destination

Goods, not part of the completed upgrade system on each King Air C90A, must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid, 200 Comet Private Drive, Ottawa, Ontario, Incoterms 2000 for shipments from commercial Contractor.

5.5 Delivery

In accordance with Annex A Statement of Work - Appendix 1 to Annex A - Mandatory Requirements Compliance Checklist REQ 2.9, Contractor must complete the following work within the time frames specified:

- 5.5.1 Begin work on the first aircraft no later than 3 months after contract award.
- 5.5.2 Complete five aircraft, including all selected options no later than 15 months after contract award.
- 5.5.3 Delivery of selected spares, identified in Appendix 1 to Annex A REQ. 4.0, concurrent with delivery of the first aircraft post modification.
- 5.5.4 Delivery of the selected training aids, identified in Appendix 2 to Annex A R.3.8, R.3.9 and R.3.10, 4-6 weeks prior to delivery of the first aircraft post modification.

5.6 Certification

Engines, components and accessories, new, repaired, overhauled or modified are to be covered by a Transport Canada Certification of Airworthiness or FAA equivalent, signed by an authorized representative of the Contractor and one copy of the certification must accompany the invoice. Maintenance release tags, where applicable, must be completed and attached to the units prior to shipment to consignees along with a copy of the completed work order and if applicable, the updated completion of component history. All certification shall be in accordance with Transport Canada Aviation Regulations.

5.7 Incomplete Assemblies

The Contractor shall not ship incomplete assemblies against this order, unless prior authority for such shipment has been obtained from the Contracting Authority.

5.8 Warranties

Warranties covering this equipment shall, at a minimum meet the requirements of 2030 (2014-03-01), General Conditions - Higher Complexity - Goods. All Manufacturers warranties, **including any extended warranties**, shall be assigned to Canada.

6. 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 lot price as specified in Annex B - Basis of Payment. Applicable taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Milestone Payments

Canada will make milestone payments in accordance with the Milestone Payment Schedule in Annex E detailed in the Contract and the payment provisions of the Contract, up to 100 percent of the amount claimed and approved by Canada if:

- a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b) the total amount for all milestone payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract;
- c) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

7. Invoicing Instructions

7.1 Milestone Payment Claim

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) the description and value of the milestone claimed as detailed in the Contract.

Applicable Taxes, must be calculated on the total amount of the claim. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action. The Contractor must not submit claims until all work identified in the claim is completed.

Milestone payments shall be regarded as interim payments only and the Minister shall have the right to conduct interim cost/time verification or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such milestone payments or otherwise shall be promptly refunded to Canada.

Payment of deliverables identified in the Contract shall be based on acceptance by the Technical Authority, not on submission.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract.

Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid,

the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

8.3 Canadian Aviation Regulations

The Contractor understands and agrees that, the system, model and variant of integrated flight instrument system holds a valid type certificate issued in accordance with Part V, subpart 21 of the Canadian Aviation Regulations that meets the Standards of Airworthiness of Chapters 527 or 529 of the Airworthiness Manual as applicable.

9. Applicable Laws

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

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 2030 (2014-03-01);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (f) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (g) Annex D, List of Currently Installed Avionics Equipment on Each Aircraft
- (h) Annex E, Milestone Payment Schedule;
- (i) Annex F, Assignment of Warranties
- (j) Annex G, Final Acceptance
- (k) the Contractor's bid dated _____, as clarified on _____

11. Notice of Labour Disputes

Whenever the Contractor or any subcontractor 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.

12. Consultants and Other Contractors

The Minister may enter into separate contracts with consultants and other contractors to assist the Minister during the performance of this Contract. Upon Notice from the Contracting Authority, the Contractor shall provide these consultants and other contractors with access to the Contractor's employees and to all such necessary things and information related to the Work in order to enable these consultants and other contractors to carry out their contractual obligations, in the same manner as the Contractor is required to provide to any authorized representative of the Minister. The Contractor shall be entitled to request that any Contractor confidential information acquired by these consultants and other contractor be kept confidential. If the Contractor makes such request, the Minister shall require the consultant or other contractor, as a precondition to obtaining confidential information from the Contractor, to enter into a confidentiality agreement with the Contractor' (*which will be determined as and when required*). This Article shall not be

Solicitation No. - N° de l'invitation

T8493-130021/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002cag

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8493-130021

002cagT8493-130021

interpreted so as to obligate the Contractor or its Subcontractors to grant competitors access to confidential or proprietary information of the Contractor or its Subcontractors.

ANNEX A

STATEMENT OF WORK (SOW)

FOR AVIONICS MODERNIZATION OF THE KING AIR C90A FLEET

Transport Canada Aircraft Services Directorate has a requirement to modify its fleet of (5) King Air C90A aircraft with modernized and standardized instrument panels with a new avionics suite.

General

This solicitation contains mandatory and rated requirements.

INSTRUCTIONS TO BIDDERS

Instructions to bidders regarding this Statement of Work (SOW) are provided in **Appendix 1 to Annex A**.

MANDATORY REQUIREMENTS

Proposals must clearly demonstrate compliance with mandatory requirements using the form titled **"Mandatory Requirements Compliance Checklist"** provided in **Appendix 1 to Annex A**.

Non-compliance with any of the mandatory requirements will render the proposal non responsive and it shall be disqualified and receive no further consideration.

RATED REQUIREMENTS

In addition to meeting all of the mandatory requirements, proposals must indicate their technical merit against rated requirements using the form titled **"Rated Requirements Scoring Card"** provided in **Appendix 2 to Annex A**.

Bidders must achieve the minimum point rated passing mark indicated in each rated category to be compliant. Point totals less than the passing mark in any of the rated requirement categories will render the proposal non responsive and it shall be disqualified and receive no further consideration.

Solicitation No. - N° de l'invitation

T8493-130021/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002cag

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8493-130021

002cagT8493-130021

ANNEX B**BASIS OF PAYMENT****1. Financial Bid**

Bidders must provide a **firm fixed price** in U.S. Dollars for the integrated flight instrument system modifications as detailed in the mandatory requirements of Annex A, Statement of Work.

For the Bidders Financial Bid to be responsive, all Bid Price/Cost Charts below must be completed in full.

1.1 Bid Price

The bid price for the aircraft modifications will be evaluated in U.S. dollars, FCA Free Carrier Incoterms 2000, Contractors facility, Goods and Services Tax or the Harmonized Sales Tax (GST/HST) excluded.

Price Breakdown		
Deliverable/Work		
	<u>Price per Aircraft</u>	<u>Extended Firm Fixed Price</u>
(i) Complete avionics system modifications for five (5) King Air C90A Aircraft per mandatory requirements of Annex A	\$	\$
TOTAL BID PRICE (M)=		\$

Canada reserves the option, during the contract period, to purchase avionics system modifications for up to five (5) additional King Air C90A Aircraft per mandatory requirements of Annex A at the contractor's bid price per aircraft.

1.2 Flying Hours Costs

The bidder must identify the number of flying hours they estimate will be required to certify and accept the STC/LSTC installation on all aircraft. The estimated hours will be multiplied by \$950.00US per hour and will be added to the bid price for evaluation purposes only.

Flying Hours	Cost
(i) Bidders estimated Flying Hours to certify the initial STC/LSTC aircraft _____ hrs. times (x) \$950.00US per hour equals (=)	\$
(ii) Bidders estimated Flying hours to accept all five (5) aircraft _____ hrs. times (x) \$950.00US per hour equals (=)	\$

TOTAL FLYING HOURS COSTS (M) = (i) + (ii) = _____

Note: Flying hours for certification and acceptance exceeding Contractors estimated hours will be charged back to the Contractor and deducted from the contract price at time of payment at a rate of \$950.00US per hour.

1.3 Total Assessed Price (TAP) (M)

The Total Assessed Price (TAP) is the arithmetic sum of the Total Bid Price and the Total Flying Hours.

Total Assessed Price (TAP)	TAP (M)
TAP = TOTAL BID PRICE + TOTAL FLYING HOURS COSTS =	\$

1.4 Firm Hourly Labour Rates

The Bidder must also submit firm hourly labour rates that will apply during the period of the contract for additional installation/technical support work that may be required beyond the effort contained in the fixed-price proposal.

Firm Labour Rate per hour (M)	\$
-------------------------------	----

1.5 Optional Avionics Pricing (ref - Appendix 2 to Annex A - Rated Requirements Scoring Card, R.3.0 to R.3.7)

Description	Price per Aircraft
Stability Augmentation System	\$
3-D Synthetic Vision display on EFIS	\$
Class A TAWS including terrain and obstacle databases	\$
Collision Avoidance System (ACAS) certified to TCAS 1 level	\$
ADS/B in functionality	\$
Satellite weather information service integration capability (specify provider and coverage area for Canada; full Satcom capability not required)	\$
Satellite radio service integration capability (specify provider and coverage area for Canada; full Satcom capability not required)	\$
Navigation capability in the Northern Domestic Airspace (NDA)	\$

Note: Bidders may enter n/a for Optional Avionics Pricing not available from bidder

1.6 Training Aids (ref - Appendix 2 to Annex A - Rated Requirements Scoring Card, R.3.8 to R.3.10)

Description	Price
Printed and electronic format training manuals, training guides and printed materials in support of the proposed solution (Delivery as per mandatory requirement 2.9)	\$
Desk top computer based training aids for proposed solution (CD, DVD, on-line) (Delivery as per mandatory requirement 2.9)	\$

One (1), with an option to purchase additional, identical, portable desk top simulator training aid with identical functionality and common look and feel to the proposed solution. This must include, as a minimum, two (2) Primary Flight Displays (PFD), one (1) Multifunction Display, associated autopilot, communication and navigation panels. This must also enable two side-by-side users to manually manipulate and control the actual knobs, dials and switches and input and run flight plans in a simulated flight mode. (Delivery as per requirement 2.9)	\$
---	----

1.7 Available Line Replaceable Unit (LRU) Spares and Pricing (ref - Appendix 1 to Annex A - Mandatory Requirements Compliance Checklist, REQ. 4.0)

LRU Item	LRU Part #	Description	Price	Contract Discount %	Net Price
1			\$		
2			\$		
,			\$		
,			\$		
n			\$		

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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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 HRSDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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)

ANNEX D**LIST OF CURRENTLY INSTALLED AVIONICS EQUIPMENT ON EACH AIRCRAFT**

A list of currently installed avionics equipment on each aircraft is attached as follows:

1. LJ1162 (GXH)
2. LJ1189 (GXL)
3. LJ1200 (GXO)
4. LJ1207 (GXS)
5. LJ1230 (GXT)

ANNEX E

MILESTONE PAYMENT SCHEDULE

The following is a requirement applicable to all major equipment milestones where:

- (i) The major equipment will be received and title will transfer to Canada with payment.
- (ii) The Contractor would then be responsible to:
 - (a) provide a listing of the serial numbers to Transport Canada for items purchased;
 - (b) maintain a tracking log of all assets bought on behalf of Transport Canada and present location (ie. In inventory, on aircraft or kits);
 - (c) asset ID tags to be provided by Transport Canada for placement on assets;
 - (d) insure the units are kept serviceable in a bonded store;
 - (e) provide updating of the units for any service bulletin or AD compliance before they are installed in the aircraft;
 - (f) In the event of damage to equipment while in the Contractors custody, the Contractor will be responsible to replace any damaged equipment at their expense.

The Contractor shall be paid as follows:

MILESTONE 1 - xxx, 2014 - 5% of Contract Value

- Contract Work Schedule and Project Plan

MILESTONE 2 - xxx, 2014 - 5% of Contract Value

- Delivery of selected training aids per Annex A.

MILESTONE 3 - xxx, 2014 - 20% of Contract Value

- Delivery of selected LRU spares as per Annex A.
- Final acceptance of King Air C90A #1 modifications and documentation per Annex A.

MILESTONE 4 - xxx, 201x - 15% of Contract Value

- Final acceptance of King Air C90A #2 modifications and documentation per Annex A.

MILESTONE 5 - xxx, 201x - 15% of Contract Value

- Final acceptance of King Air C90A #3 modifications and documentation per Annex A.

MILESTONE 6 - xxx, 201x - 15% of Contract Value

- Final acceptance of King Air C90A #4 modifications and documentation per Annex A.

MILESTONE 7 - xxx, 201x - 15% of Contract Value

- Final acceptance of King Air C90A #5 modifications and documentation per Annex A.

Solicitation No. - N° de l'invitation

T8493-130021/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002cag

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8493-130021

002cagT8493-130021

MILESTONE 8 - xxx, 201x - 10% of Contract Value

- Completion of the warranty period 12 month after all deliveries and final acceptance of all work per Annex A.

Solicitation No. - N° de l'invitation

T8493-130021/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002cag

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8493-130021

002cagT8493-130021

ANNEX F

ASSIGNMENT OF WARRANTIES

KNOW ALL MEN BY THESE PRESENTS THAT:

(SELLER..... a corporate body, private individual as applicable) (if a corporate body, include that it is existing under the laws of.....specify state, province country as applicable) having its registered (office / place of residence as applicable) hereby assigns to Her Majesty the Queen in Right of Canada hereafter referred to as Buyer, any and all existing assignable warranties, service life policies and patent indemnities of manufacturers and maintenance and overhaul agencies of and for the airframe, engines and accessories, and certain items being sold in conjunction with the foregoing and every part thereof granted, bargained, sold and assigned by Seller to Buyer pursuant to the Contract made as of (...date..) 201x between Seller and Buyer in respect of the supply and installation of avionics modernization within the fleet of King Air C90A owned and operated by Canada represented by Transport Canada, Aircraft Services Directorate.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and its (seal/signature as applicable) hereto for the purposes herein above set out by (self / duly authorized officer as applicable) this (.....) day of (....) 201x.

(legal name of Seller)

(signature/seal)

** Seller is to complete all sections of this Form identified by ()

ANNEX G**TECHNICAL ACCEPTANCE RECEIPT****(FINAL ACCEPTANCE)**

THE UNDERSIGNED hereby acknowledges that on the _____ day of _____, _____, _____ ("Seller") did deliver for inspection to Her Majesty the Queen in Right of Canada ("Buyer"), the supply and installation of avionics modernization equipment on King Air C90A LJ _____ (GX_) with all Parts, Equipment, Capabilities and Documentation, in accordance with and as defined by the Contract made between Buyer and Seller as of the _____ day of _____, _____ (the "Purchase Agreement").

THE UNDERSIGNED hereby further acknowledges that it did conduct an inspection, as outlined in Section 5.3.2 of this Agreement, of the aforementioned Parts, Equipment, Capabilities and Documentation and does hereby acknowledge that same are technically acceptable to it and in the condition for final acceptance as required under this Agreement (except for the items listed on the page attached hereto).

EXECUTED this _____ day of _____, _____.

TRANSPORT CANADA
TECHNICAL AUTHORITY

Per: _____

Title: _____

Witness: _____

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA (PWGSC)

Per: _____

Title: _____