

**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 0B2 / Noyau 0B2

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 AIRCRAFT PARTS - TRANSPONDER KIT		
Solicitation No. - N° de l'invitation T8493-140036/A	Date 2015-03-24	
Client Reference No. - N° de référence du client T8493-140036		
GETS Reference No. - N° de référence de SEAG PW-\$CAG-012-25043		
File No. - N° de dossier 012cag.T8493-140036	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-09		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Renaud, Denise		Buyer Id - Id de l'acheteur 012cag
Telephone No. - N° de téléphone (819) 956-0083 ()		FAX No. - N° de FAX (819) 997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICES 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		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	TRANSPONDER KIT TRANSPONDER KIT P/N: 010-01059-A0 Quality Assurance No. - N° d'assurance de qualité: J	T8493	T8493	1	Each	\$	XXXXXXXXXXXX	See Herein
2	TRANSPONDER KIT TRANSPONDER KIT P/N: 010-01060-A0 Quality Assurance No. - N° d'assurance de qualité: J	T8493	T8493	1	Each	\$	XXXXXXXXXXXX	See Herein

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this requirement.

1.2 Requirement

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

1.3 Condition of material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date. (B1000T, 26/06/2014)

1.4 Note to Bidder

The Manufacturer must be the Original equipment Manufacturer (OEM) or be approved by the OEM to manufacture the subject item(s); or that the proposed manufacturer has previously manufactured the item(s), or provide other information for TC's review and acceptance to support the manufacturer's capability. Such information will be required within 48 hours of notification of the bidder or the bidder may supply the information with the bid.

1.5 No Substitute

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered. (B4024T, 15-08-2014)

PART 2 - BIDDER INSTRUCTIONS

2.1 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 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 (25/09/2014) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 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.

2.4 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

3.1 Financial Bid

Bidders must submit their pricing on page 2 line item detail in accordance with the Basis of Payment. The total amount of Applicable taxes must be shown separately.

3.2 Exchange Rate Fluctuation

Exchange Rate Fluctuation Risk Mitigation, (C3010T (06/11/13))

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Mandatory Technical Criteria

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

- a. comply with proposed Basis of Payments;
- b. provide the material condition requested; and
- c. accept terms and conditions as outline in this RFP/Contract document

4.2 Evaluation of Price

The price of the bid will be evaluated as follows:

- I. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- II. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- III. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- IV. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- V. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders. (A0222T, 25/04/13)

4.3 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 will be recommended for award of a contract. (A0069T, 25/05/07)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2 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.

5.3 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 Employment and Social Development Canada (ESDC) - 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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Requirement

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

6.3 Condition of material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date. (B1006C, 26-06-14)

6.4 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

6.5 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)

6.6 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.

6.7 General Conditions

2010A (25/09/14) General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

6.8 Delivery Date

Deliverable must be made as follows:

All the deliverables must be received on or before April 30, 2015.

6.9 Packaging

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.

Solicitation No. - N° de l'invitation

T8493-140036/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

012cag

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

T8493-140036

File No. - N° du dossier

012cagT8493-140036

CCC No./N° CCC - FMS No/ N° VME

6.10 Shipping Instructions – Delivery at Origin

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

FCA Free Carrier _____ (insert the named place, e.g. Contractor's facility) Incoterms 2000 for shipments from a Commercial contractor. (D4000C, 12-05-08)

6.11 Shipping Instruction – Delivery at Destination

Delivered Duty Paid (DDP) _____ (insert the named place of destination) Incoterms 2000 for shipments from a commercial contractor. (D4001C, 12-12-08)

6.12 Contracting Authority

The Contracting Authority for the Contract is:

DENISE RENAUD

Supply Officer

Public Works and Government Services Canada,

Acquisitions Branch, DMPS

8C1, Place du Portage, Phase III, 11 Laurier Street, Gatineau, Quebec

Telephone : (819) 956-0083 Facsimile: (819) 997-0437

E-mail address: denise.renaud@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.

6.13 Project Authority

The Project Authority for the Contract is:

Paul Charron

Chief, Rotary Wing

Transport Canada

Telephone: 613-998-3293

email: paul.charron@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.

6.14 Contractor Contacts

Name and telephone number of the person responsible for:

Delivery Follow-up		General Inquiries	
Name:		Name:	
Telephone no:		Telephone no:	
Facsimile no:		Facsimile no:	
E-mail address:		E-mail address:	

6.15 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

- 5)* DDP: Destination, OTTAWA, ON

* NOTE: On front page of document and on Line Item Detail page(s) were the term FOB is listed - Read FCA or DDP as applicable. (XLDV34, 18/04/05)

6.16 Limitation of Price

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. (C6000C, 16-05-11)

6.17 Exchange Rate Fluctuation Adjustment - (C3015C, 06/11/13)

6.18 Taxes - Foreign-Based Contractors - (C2000C, 30/11/07)

6.19 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)

6.20 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010A (25/09/14) General Conditions - Goods or Services (Medium Complexity).

6.21 Invoice Distribution

1. 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:

UPON DELIVERY, please send via EMAIL copy of INVOICE and SHIPPING DETAILS to :
 denise.renaud@pwasc-tpsac.gc.ca
 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
Attention: DENISE RENAUD

* If processing through email is not possible, please fax information to fax number: (819) 997-0437

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.

3. The Contractor shall not submit an invoice prior to shipment of the items to which it relates.
(XH5001D, 13/12/99)

6.22 Multiple Payments - (H1001C, 12/05/08)

6.23 Applicable Laws

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

6.24 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.

6.25 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 (25/09/14)** the general conditions – Goods or Services (Medium Complexity)
- (c) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” **or** “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))