



**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

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 7C2 - 50
11 Laurier St./11 rue Laurier
Gatineau
Québec
K1A 0S5

Title - Sujet PN: ATC 5000NG TRANSPONDER TEST SET	
Solicitation No. - N° de l'invitation T8493-200033/A	Date 2021-01-28
Client Reference No. - N° de référence du client T8493-200033	
GETS Reference No. - N° de référence de SEAG PW-\$CAG-005-28077	
File No. - N° de dossier 005cag.T8493-200033	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-03-08 Heure Normale du l'Est HNE	
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: Wallingford, Carol	Buyer Id - Id de l'acheteur 005cag
Telephone No. - N° de téléphone (343) 572-1818 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICES DIRECTORATE OTTAWA Ontario K1V9B2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine		
1	PN: ATC 5000NG TRANSPONDER TEST SE T	T8493	T8561	1	Each	\$	\$	See Herein – Voir ci-inclus	
2	DME OPTION	T8493	T8561	1	Each	\$	\$	See Herein – Voir ci-inclus	
3	UAT 978MHz OPTION	T8493	T8561	1	Each	\$	\$	See Herein – Voir ci-inclus	

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The bidder must provide the item(s) required and stipulated in Annex A – Requirement – Quotation and Annex B – Technical Specifications.

1.2.1 Material Condition

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.

1.2.2 New Materiel - Definition

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a) the owner of the design or manufacturing rights to the items; or,
- b) the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c) distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d) maintenance organizations approved/accredited by TC or repair stations certified by the Federal Aviation Administration (FAA).

1.3 No Substitute Products

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

1.4 Trade Agreements

This requirement is subject to the provisions of the following Trade Agreements:

World Trade Organization Agreement on Government Procurement (WTO-AGP)
Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
Canadian Free Trade Agreement (CFTA)

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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) (<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](#) (2018/05/22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids - SPECIAL INSTRUCTIONS DUE TO COVID-19

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bidders must submit their bids electronically using:

- eFax (normal fax machines from the supplier, but received electronically by Bid Receiving Unit) Fax: 819-997-9776; or
- epost Connect online service provided by Canada Post Corporation if available (indicated in the Bidder Instructions of the solicitation document).
epost Connect: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 Bid Preparation Instructions

Canada requests that Bidders provide their bid as follows:

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Financial Bid must be provide on Annex A – Requirement - Quotation. No prices must be indicated in any other section of the bid.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the Mandatory Technical Criteria and Financial evaluation criteria specified below:

4.1.1 Mandatory Technical Criteria

The Bidders must comply with the mandatory technical criteria. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately:

- a) Comply with Material Condition stipulated in this bid solicitation;
- b) Comply with Terms and Conditions as stipulated in this bid solicitation;

4.1.2 Financial Evaluation

The bidder must provide the unit price(s), for each item, using the table available at Annex A – Requirement - Quotation. The price(s) will be evaluated as follows:

- FCA Contractor's Facility, Canadian customs duties and excise taxes included; and
- Applicable Taxes excluded.

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.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications required with their bid

Suppliers must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their bid, the [Integrity Declaration Form](#) (Annex C – Form 1 - Integrity Declaration Form), to be given further consideration in the procurement process. Also available on website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/declaration-form-eng.pdf>).

5.1.2 Integrity Provisions - List of Names for Integrity Verification Form

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their bid, the declaration form available on the [List of Names for Integrity Verification Form](#) (Annex C – Form 2 - List of Names for Integrity Verification Form), to be given further consideration in the procurement process. Also available on website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>).

5.2 Certifications Precedent to contract award and Additional Information

The certifications and additional information listed above should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the contracting Authority will inform the Supplier of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement associated with this requirement.

6.2 Requirement

As detailed in the "line item detail" page(s) of the contract.

6.2.1 Material Condition

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.

6.2.2 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: Certificate of Conformance and Packing Slip.

6.2.3 Delivery Date

All the deliverables must be received as indicated in the "line item detail" page(s) of the contract.

6.2.4 Shipping Instructions – Delivery at Origin (FCA)

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

To be insert at contract award

- Contractor's facility stipulated on the front page of the contract Incoterms 2000 for shipments from a commercial contractor.

To be insert at contract award

- *Indicate the address if the location is different from the contractor's facility* Incoterms 2000 for shipments from a commercial contractor.

Please ship via Purolator using Account #: *To be insert at contract award*

Please ship via FedEx using Account #: *To be insert at contract award*

6.2.5 Incomplete Assemblies

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

6.3 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 Services and Procurement Canada.

6.3.1 General Conditions

2010A (2018/06/21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Public Service and Procurement Canada (PSPC) Land and Air Equipment Procurement and Support Sector	Carol Wallingford
Address:	Place du Portage, Phase III, 7C2, 11 Laurier, Gatineau, QC K1A 0S5
Telephone:	343-572-1818
E-mail address:	Carol.Wallingford@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.

6.4.2 Technical Authority

The Technical Authority for the Contract is:

<i>To be determined at contract award</i>	
Address:	
Telephone:	
Email 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.

6.4.3 Contractor's Representative

Company:	<i>To be determined at contract award</i>
Representative:	
Telephone:	
E-mail address:	

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid:

- a. Price: Firm Unit Price
- b. GST/HST: Extra, if applicable
- c. FCA: *Choose the option below*

OPTION 1: To be inserted at contract award

- Contractor's facility stipulated on the front page of the contract Incoterms 2000 for shipments from a commercial contractor.

OPTION 2: To be inserted at contract award

- *Indicate the address if the location is different from the contractor's facility* Incoterms 2000 for shipments from a commercial contractor.

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.

6.5.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.5.3 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a) Packing Slip;
- b) Copy of the release document; and
- c) Airworthiness Certification.

Invoices must be distributed as follows:

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

6.6 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.7 Applicable Laws

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

6.8 Priority of Documents

If there is a discrepancy between the wordings 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 the Agreement;
- b) 2010A (2018/06/21), General Conditions - Goods (Medium Complexity)

Solicitation No. - N° de l'invitation

T8493-200033/A

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

T8493-200033

Amd. No. - N° de la modif.

File No. - N° du dossier
005CAG T8493-200033

Buyer ID - Id de l'acheteur

005CAG

CCC No./N° CCC - FMS No./N° VME

-
- c) the Contractor's bid dated *To be determined at contract award*
d) Annex A - Quotation

ANNEX A - REQUIREMENT - QUOTATION

Solicitation: T8493-200033/A

INSTRUCTIONS:

1. Hand written bids will not be accepted.
2. The Bidders can provide quotation for partial quantities. However, preference will be given to bidders offering the requested quantity.
3. The Bidder must provide the proposed Delivery Date using format D-M-Y (example 26 oct 2018).

Item #	Description	Qty	Requested Delivery Date (RDD) (D-M-Y)		Proposed Delivery Date (D-M-Y)
				Unit Price	
1	ATC 5000NG Transponder Test Set	1 ea	26/03/2021		
2	DME Option	1 ea	26/03/2021		
3	UAT 978 MHz Option	1 ea	26/03/2021		

PLEASE CLEARLY INDICATE THE CURRENCY OF YOUR QUOTATION:

CANADIAN CURRENCY

US CURRENCY

Name of the company:

PBN:

Signature:

Date: