



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des
soumissions – TPSGC
Electronic Bids Only
Soumissions électronique
seulement
By epost (see herein)
By 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 Brake Assembly Ensemble de frein	
Solicitation No. - N° de l'invitation T8493-210004/A	Date 2021-05-12
Client Reference No. - N° de référence du client T8493-210004	
GETS Reference No. - N° de référence de SEAG PW-\$CAG-006-28223	
File No. - N° de dossier 006cag.T8493-210004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-28 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cormier, Manon	Buyer Id - Id de l'acheteur 006cag
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this solicitation.

1.2 Statement of Requirement

The Contractor must provide the item in accordance with Annex A – Statement of Requirement.

1.3 Comprehensive Land Claims Agreement(s)

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

1.4 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](#) (2020-05-28) 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 – Electronic Bids Only

Electronic bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation as per the 2003 standard instructions - section [08 Transmission by facsimile or by epost Connect](#).

→ eFax (normal fax machines from the supplier, but received electronically by Bid Receiving Unit) – Fax number is stipulated on the front page of the Bid Solicitation;

→ epost Connect online service.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder is requested to submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid
Section II: Certifications

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

Section I: Financial Bid

Bidders must submit their financial bid in accordance with Annex A - Basis of Payment. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section II: Certifications

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C - Electronic Payment Instruments, to identify which ones are accepted.

If Annex C - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 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 will be assessed in accordance with the entire requirement of the bid solicitation.

4.1.1 Mandatory Criteria

- a) Comply with Terms and Conditions stipulated in this bid solicitation.
- b) Only bids with flat rate exchange will be considered.

4.1.2 Financial Evaluation

Bidders must submit their financial bid using Annex B – Basis of Payment. Bidders must submit a firm price, Delivery Duty Paid (DDP) including all delivery charges, Canadian customs duties and excise taxes. The applicable Taxes are extra.

Bids will be evaluated in Canadian dollars. 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 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 criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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 the Bid

Bidders 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 bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below 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 Bidder 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Price Certification

In the event that only one responsive bid is received, Canada reserve the right to request one of the following Price Certifications:

- C0001T - Price Certification - Foreign Suppliers
- C0002T - Price Certification - Canadian-based Suppliers (other than agency and resale outlets)
- C0003T - Price Certification - Canadian Suppliers
- C0004T - Price Certification - Canadian Agency and Resale Outlets

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 applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the item in accordance with the Requirement stipulated in Annex A – Statement of Requirement.

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

6.3.1 General Conditions

[2010A](#) (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of contract

[To be determined at contract award](#)

The period of the Contract is from date of Contract award to _____ inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Manon Cormier, Supply Team Leader | Civilian Aircraft Division - CAG
Public Services and Procurement Canada
Land and Aerospace Equipment Procurement and Support Sector
E-mail address: manon.cormier@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Phil Champion-Demers, Chief, Aircraft Maintenance FW/RW
Transport Canada, Air Services Directorate
philip.champion-demers@tc.gc.ca

The Technical Authority named above 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.

6.5.3 Contractor's Representative

Company	
Address	
Telephone	
E-mail address	

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, Delivery Duty Paid (DDP) as specified in Contract-Annex B – Basis of Payment including all delivery charges, Canadian customs duties and excise taxes. The 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.

6.6.2 Single payment

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

- 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;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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

Each invoice must be supported by the Packing Slip, Certificate of Conformance, a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the consignee for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 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.

6.9 Applicable Laws

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

6.10 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 Agreement;
- b) the General Conditions [2010A](#) (2020-05-28) Goods (Medium Complexity);
- c) Contract - Annex A - Statement of Requirement;
- d) Contract - Annex B – Basis of Payment; and
- e) the Contractor's bid dated _____.

6.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - STATEMENT OF REQUIREMENT

1. Requirement

Transport Canada (TC), Air Services Directorate (ASD), has a requirement for a flat rate exchange of an unserviceable Brake Assembly unit for an identical unit in certified overhauled condition. Only bids with flat rate exchange will be considered.

1.1 Item 1 – Brake Assembly - Unserviceable

Transport Canada will return the unserviceable Brake Assembly unit describe below to the Contractor within fifteen (15) days of contract award.

1.1.1 Item Description

- a) Description: Brake Assembly
- b) Quantity: 1 unit
- c) Part Number: 604-85123-101 [VPN 5012333]
- d) Type of Aircraft: Challenger CL600-2B16[604/650]
- e) Serial Number: NOV02-1203

1.1.2 Delivery Location

Transport Canada will be responsible and pay for the delivery of the unserviceable unit to the Contractor's facility specified on the front page of the contract.

1.2 Item 2: Brake Assembly – Flat Rate Exchange – Certified Overhauled Condition

Material supplied must be in a Certified Overhauled Condition with the applicable certification documentation and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect at the time of the delivery of the unit to destination.

1.2.1 Item description

- a) Description: Brake Assembly
- b) Quantity: 1 unit
- c) Part Number: 604-85123-101 [VPN 5012333]
- d) Type of Aircraft: Challenger CL600-2B16[604/650]
- e) Serial Number: NOV02-1203

1.2.2 Certification Documentation

All certification documentation such as an Authorized Release Certificate provided by the Contractor must meet the requirements set forth in the applicable sections of the Canadian Airworthiness Regulations (CARs) including a TC Form One and FAA 8130-3 as identified in the section 1.2.3 - Reference Documents.

The part shipped must be covered by an Authorized Release Certificate, signed by an authorized representative of the repair facility and one copy must accompany the invoice, along with a copy of the completed work order and if applicable, the updated component history form.

1.2.3 Reference Documents - Airworthiness Release Documentation

- a) FAA 8130-3 (<http://www.faa.gov/documentLibrary/media/Form/8130-3.pdf>)
- b) TC Form One (<http://www.tc.gc.ca/media/documents/ca-standards/maintenance-release-en.pdf>)

1.2.4 Delivery Location

The unit must be shipped to the following address:

Transport Canada, Aircraft Services Directorate
200 Comet Private, Hangar T-58
Gloucester Ontario K1V 9B2
ATTN: Phil Champion-Demers, Chief, Aircraft Maintenance FW/RW

ANNEX B – Basis of Payment

In consideration for the Contractor satisfactorily fulfilling all of its obligations under the Contract, the Contractor will be paid a Firm Price, Delivery Duty Paid (DDP) as specified in the Contract - Annex B - Basis of Payment, including all delivery charges, Canadian customs duties and excise taxes. Applicable taxes are extra.

Note: Transport Canada certify that the unserviceable unit returned to the contractor by Transport Canada is worth full credit of the base value.

Mandatory: Only bids with flat rate exchange will be considered.

Unit description	Proposed Delivery Date (D-M-Y)	Unit price Brake Assembly 1 unit	Unit price Brake Assembly 1 unit	Proposed Unit Price
		(a) (Certified Overhauled Condition)	(b) (Unserviceable)	C = (a-b) (c)
Quantity : 1 unit Part Number: Serial Number:		\$ _____	\$ _____	\$ _____ <input type="checkbox"/> CAD <input type="checkbox"/> USD

Request for Proposal T8493-210004/A		
Supplier Legal Name		
Procurement Business Number		
Authorized Representative of Supplier for evaluation purposes	Name	
	Title	
	Address	
	Telephone	
	Email	
Signature of Authorized Representative of Supplier		
Date		

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Request for Proposal T8493-210004/A		
Supplier Legal Name		
Procurement Business Number		
Authorized Representative of Supplier for evaluation purposes	Name	
	Title	
	Address	
	Telephone	
	Email	
Signature of Authorized Representative of Supplier		
Date		