



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

PLEASE SUBMIT YOUR BID

ELECTRONICALLY ONLY

VIA FAX OR EPOST

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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 PCS3009-201-001 PSU CORE MODULE PCS3009-201-001 MODULE CORE PSU	
Solicitation No. - N° de l'invitation T8493-210071/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client T8493-210071	Date 2022-01-27
GETS Reference No. - N° de référence de SEAG PW-SCAG-010-28491	
File No. - N° de dossier 010cag.T8493-210071	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 2022-02-09 Heure Normale du l'Est HNE	
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: Egikian, Edmond	Buyer Id - Id de l'acheteur 010cag
Telephone No. - N° de téléphone (343) 572-4437 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Supply Arrangement: T8493-140035 Series *(to be changed for supplier's SA # at contract award)*

Solicitation: T8493-210071

Contract: *To be determined at contract award*

**This Request for Proposal (RFP) is open only to
Qualified Supply Arrangement Holders of T8493-140035 Series.**

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.

1.2.1 Material Condition

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

Material Condition:

NEW ONLY

PN: PCS3009-201-001 PSU CORE MODULE

PN: EIU3009-201-001 EIU

PN: GCP1013-001-001 GCP

PN: WAP3212-003-002 WAP

PN: APA3009-001-001 APA

PN: BDP3009-201-001 MEDIA CENTER

PN: LCD2413-001-001 CABIN DISPLAY

For the items above, quantity one (1) ea, 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.

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 Substitute Products – No Substitute Products

1.4 Trade Agreements

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

CFTA and;

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WTO-AGP and CETA are not applicable, this requirement is below the thresholds.

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.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

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 and time indicated on page 1 of the bid solicitation.

Bidders must submit their bids electronically 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); or

→ [epost Connect online service](#).

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority 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

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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

Bidder must 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.

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 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, 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.

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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;
- c) Comply with the lowest price;

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

Lowest evaluated price – 7 items

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 a contract.

Best delivery date – 7 items

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 best delivery date will be recommended for award of a contract.

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PART 5 - RESULTING CONTRACT CLAUSES *(blue text to be removed at contract award and renumber each article starting with 1.)*

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

5.1 Security Requirements

There is no security requirement associated with this requirement.

5.2 Requirement

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

5.2.1 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.

5.2.2 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.

5.2.3 Delivery Date

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

5.2.4 Shipping Instructions – Delivery at Origin (FCA)

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

Item to be shipped directly to Ottawa ON, address details to be determined after contract award

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*

5.2.5 Incomplete Assemblies

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

5.3 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.

5.3.1 General Conditions

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2010A (2018/06/21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract. *To be determined at contract award*

5.4 Authorities

5.4.1 Supply Arrangement Authority

The Supply Arrangement Authority is responsible for the issuance of the SA, its administration and its revision, if applicable.

Public Service and Procurement Canada (PSPC) Land and Air Equipment Procurement and Support Sector	Victor Belcourt Supply Team Leader
Address:	Place du Portage, Phase III, 7C2, 11 Laurier, Gatineau, QC K1A 0S5
Telephone:	873-469-3847
E-mail address:	Victor.Belcourt@tpsgc-pwgsc.gc.ca

5.4.2 Contracting Authority

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.

Public Service and Procurement Canada (PSPC) Land and Air Equipment Procurement and Support Sector	Edmond Egikian Procurement Officer
Address:	Place du Portage, Phase III, 8C1, 11 Laurier, Gatineau, QC K1A 0S5
Telephone:	343-572-4437
E-mail address:	Edmond.Egikian@tpsgc-pwgsc.gc.ca

5.4.3 Contractor's Representative

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

5.5 Payment

5.5.1 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 insert 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 insert at contract award

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- *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.

5.5.2 Multiple Payment *To be determined at contract award*

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.

5.5.3 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.

5.6 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.

5.7 Applicable Laws

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

5.8 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) the general conditions **2010A (2018/06/21) OR 2029 (2016/04/04)** *To be determined at contract award*
- c) the Contractor's bid dated *To be determined at contract award*

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5.9 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".