

**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 HELICOPTER PROJECT (DFO)	
Solicitation No. - N° de l'invitation F7013-120014/C	Date 2013-04-02
Client Reference No. - N° de référence du client F7013-120014	
GETS Reference No. - N° de référence de SEAG PW-\$CAG-003-23670	
File No. - N° de dossier 003cag.F7013-120014	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-03	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: MacNeil, Michael	Buyer Id - Id de l'acheteur 003cag
Telephone No. - N° de téléphone (819) 956-0078 ()	FAX No. - N° de FAX (819) 997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS CCG/VESSEL PROCURE/HELICOPTER PROJ 200 ELGIN ST OTTAWA Ontario K2P1L5 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

CANADIAN COAST GUARD LIGHT HELICOPTER PROJECT

The purpose of this requirement is to procure Commercial Off-The-Shelf (COTS) light-lift helicopters to support CCG functions and to support programs of the Department of Fisheries & Oceans and other government departments across the country.

All contract awards are subject to Canada's internal approval process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded. The Bidder will have no claim for damages, compensation, loss of profit, allowance arising out of the preparation of its bid or the internal approval process conducted by Canada.

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Solicitation No. - N° de l'invitation

F7013-120014/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

003cag

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

F7013-120014

File No. - N° du dossier

003cagF7013-120014

CCC No./N° CCC - FMS No/ N° VME

Annex D	Financial Bid Proposal
Annex E	Bid Evaluation Plan
Annex F	Mission Profiles
Annex G	Bid Evaluation Score Sheet

PART 1 - GENERAL INFORMATION

1 Introduction

1.1 Organization of This Document

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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

This Request For Proposal includes the following documents:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Industrial and Regional Benefits Requirements
Annex D	Financial Bid proposal
Annex E	Bid Evaluation Plan
Annex F	Mission Profiles
Annex G	Bid Evaluation Score Sheet

1.2 Who Can Respond

Bidders must be the Original Equipment Manufacturer (OEM) for the helicopters to be proposed.

2. Summary

On behalf of the Department Fisheries and Oceans, the Canadian Coast Guard (CCG) has a requirement to replace its current helicopter fleet. This requirement is to purchase between twelve (12) and twenty (20) Commercial Off-The-Shelf (COTS) light-lift helicopters, initial sparring, ground support equipment, optional equipment and training, as and when requested support services, and simulator design support.

The award date for the contract is forecasted for fall 2013 with helicopter deliveries beginning twelve (12) months after contract award.

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

3. Debriefings

After contract award, respondents may request a debriefing on the results of the RFP. Respondents should make the request to the Contracting Authority within fifteen (15) calendar days of receipt of notification that their response was unsuccessful. The debriefing, at Canada's discretion, may be provided 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 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 2012-11-19 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, bid validity is amended as follows:

Delete: sixty (60) days

Insert: two hundred forty (240) days

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.

Requests for extensions to the bid solicitation period will ultimately be based on the reasonableness and merits of the request, including an analysis of the justification regarding why additional time is required and compared against the overall impact to Canada and the eligible bidders. The final decision on whether or not a bid extension will be granted will be made by the Assistant Deputy Ministers Integrated Steering Committee (ADM ISC).

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Inquiries - Bid Solicitation

All inquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Inquiries 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 inquiry 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 inquiries 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 inquiry 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 inquiry can be answered with copies to all bidders. Inquiries 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.

5. Language

Any documents and supporting information submitted in response to this RFP shall be submitted in either English or French, Canada's two official languages. Should there be discrepancy between the wording of the English and French RFP documentation, the English documentation shall take precedence.

Respondents are requested to identify, in writing to the Contract Authority specified on Page 1 of this RFP, which of Canada's two official languages should be used for future communications from Canada. This is to be provided to Canada within fourteen (14) calendar days after the RFP is posted on GETS.

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, one (1) master hard copy and six (6) hard copies, and two (2) soft copies on CD, DVD or USB key.

Section II: Financial Bid, one (1) master hard copy and one (1) hard copy, and two (2) soft copies on CD, DVD or USB key.

Section III: Certifications identified in Part 5, two (2) hard copies.

Section IV: Industrial and Regional Benefits, see instructions in ANNEX "C" section 2.6.

If there is a discrepancy between the wording of the soft and hard copies and the master hard copy, the wording of the master hard copy will have priority over the wording of the soft and hard copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid except as follows:

- (a) **financial information that is necessary for responding to Attachment 11 - IRB Bid Requirements and Evaluation is to be included in the IRB Bid only.**
- (b) **the cost per flight hour price is to be provided in the bidder's technical proposal as a separate sealed attachment. PWGSC will provide this information to the Technical Authority only at the end of the technical evaluation, save and except when evaluating the Operation and Maintenance (O&M) costs.**

The bidders are requested to 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; and
- (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](#) .

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (b) 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach to satisfy CCG's requirement for light-lift helicopters in a thorough, concise and clear manner for carrying out the work.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Financial Bid Proposal pricing tables found in Annex D - Financial Bid Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.2 Exchange Rate Fluctuation (C3010T, 2010-01-11)

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price Delivered Duty Paid (DDP) foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of **March 1, 2013**, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3020C.

1.3 Exchange Rate/Milestone Payment (C3020C, 2010-01-11)

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, in Annex "B". In the event that one or more of the milestones involve a foreign currency component that becomes due and payable on that particular

milestone, a separate form PWGSC-TPSGC 9411 must accompany the invoice for each applicable milestone.

2. When a milestone payable includes the importation of goods, services or both into Canada, the exchange rate used to calculate the adjustment will be the rate applied by Canada Border Services Agency (CBSA) on the date of importation. For a milestone that does not involve the importation of goods, services or both, but still includes a foreign currency component, the exchange rate used to calculate the adjustment will be the Bank of Canada exchange rate in effect at noon, on the date when the milestone became due and payable.

3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

4. On each invoice or claim for milestone payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In the event of delivery, the invoice or claim for milestone payment must be accompanied by a copy of CBSA form B3-3, Canada Customs Coding Form. When the goods, services or both have not been imported, the Contractor must provide evidence, satisfactory to Canada, that the amount claimed is due and payable in foreign currency by the Contractor.

5. Canada will have the right to audit any revision to costs and prices under this clause.

Section III: Certifications

Detailed information in Part 5.

Section IV: Industrial and Regional Benefits (IRB) Bid

1. INTRODUCTION

- 1.1. It is the intent of the Canadian Government, (referred to herein as "Canada") that this project provide Industrial and Regional Benefits (IRB) that will contribute to the continuing viability of Canadian companies' capabilities in high technology manufacturing and services and to improve their ability to compete in both domestic and international markets.
- 1.2. Canada's objectives recognize the importance of IRB in procurement and therefore they will be a factor to be evaluated in the awarding of the contract.
- 1.3. Any proposal that does not meet the Mandatory IRB Requirements found in Section 5 of this document will be declared non-compliant.
- 1.4. It is the responsibility of the Industry Canada IRB Authority, in cooperation with the Atlantic Canada Opportunities Agency (ACOA), the Department of Western Economic Diversification

(WD), and the Department of Canadian Economic Development - Quebec (CED-Q), to ensure that IRB Commitments are included in any procurement contract entered into as a result of this RFP.

2.0 GENERAL INSTRUCTIONS

- 2.1. In responding to the IRB requirements of this Request for Proposal (RFP), the Bidder is advised to prepare its IRB proposal and individual Transactions, using the IRB Terms and Conditions of the RFP.
- 2.2. Definitions and contractual provisions related to the IRB Policy are found in Annex C (Industrial and Regional Benefits Model Contract for Canadian Coast Guard Light Helicopter Project).
- 2.3. The Bidder must prepare and submit an IRB proposal. The proposal must be fully responsive to the requirements stated in this RFP.
- 2.4. The Bidder must identify IRB Transactions (including unallocated) that equal in total to a minimum of 100% of the bid price (for evaluation purposes, the Bidder must use the bid price based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), measured in CCV. The portion of identified IRB Transactions must be fully described.
- 2.5. The IRB proposal should be submitted in a separate self-contained volumes. For ease of evaluation, any material contained in another section but relevant to an IRB proposal should be repeated in the latter proposal.
- 2.6. Six (6) hard copies and one electronic copy of each IRB proposal are required.
- 2.7. The IRB commitments associated with each technical option included in the bid package must be clearly and separately identified. It must be clear to the IRB Evaluation Team what additional IRB are being offered, if the Canada were to consider the various options addressed in the RFP.

3.0 CANADA'S INDUSTRIAL AND REGIONAL BENEFITS OBJECTIVES

- 3.1. The Bidder's IRB submission should clearly indicate how the business activities associated with its IRB Proposal will be achieved if it wins this contract. The optimum IRB Proposal will result in the creation and exploitation of capabilities, knowledge, technologies and markets of lasting benefits to Canadian industry.
- 3.2. Proposed IRB activities with a Canadian company should result in the enhancement of Canadian capability to undertake other work of a similar nature, including gaining access to export markets. It should make a positive contribution to the continuing viability, growth and development of the Canadian recipient of the IRB and its subcontractors.

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- 3.3. The regional development objectives of Canada are to encourage long term quality improvements to the capability, capacity, international competitiveness and growth potential of Canadian firms in those regions where Canada has established specific initiatives to promote economic growth and diversification through procurement. These Designated regions include Atlantic (Newfoundland & Labrador, New Brunswick, Nova Scotia and Prince Edward Island), Quebec, Northern Ontario and the West (British Columbia, Alberta, Saskatchewan and Manitoba). IRB Transactions proposed by the Bidder in support of Regional Development will be assessed on this Project.
- 3.4. It is the objective of Canada to encourage the participation of Canadian small and medium businesses as suppliers on major federal procurements and to increase their export market access. IRB Transactions proposed to be undertaken by the Bidder in support of small and medium business supplier development and subcontracting will be assessed on this project.
- 3.5. Canadian industry should receive, when possible, the maximum high quality, low risk, Direct Benefits associated with the delivery of the Work contained in the Statement of Work in this RFP.
- 3.6. In addition, Canadian industry should receive high quality, low risk, Indirect Benefits, generally of the same level of technology or higher as the Direct Benefits;
- 3.7. Canadian industry in all Regions of Canada are expected to benefit from the Canadian Coast Guard Light Helicopter Project; and
- 3.8. Canadian Small and Medium Business is expected to benefit from the Canadian Coast Guard Light Helicopter Project.

4.0 IRB TRANSACTIONS

- 4.1. The business activities proposed in support of the objectives outlined above must be in the form of specific IRB Transactions. An IRB Transaction is a work package, which will become a contractual obligation of the Contractor. There are two types of IRB Transactions: Direct IRB Transactions and Indirect IRB Transactions. Eligible areas of involvement include, but are not limited to, hardware and software, project management, systems design, engineering and integration, programming and independent validation and verification, installation engineering and site installation
- 4.1.1. Direct IRB Transactions
- 4.1.1.1. Direct IRB Transactions are those achieved through the provision of the goods and services required to deliver the Canadian Coast Guard Light Helicopter Project or achieved through the provision of goods and/or services on approved Global Value Chain (GVC) platforms.
- 4.1.1.2. Canadian resources should be utilized to the maximum extent possible to develop, produce, integrate and deliver the Canadian Coast Guard Light Helicopter Project.

4.1.1.3. An eligible Global Value Chain (GVC) platform must be similar to the platform being proposed for Canadian Coast Guard Light Helicopter Project, have a market potential (measured by market size and longevity) equal to or greater than the platform proposed for Canadian Coast Guard Light Helicopter Project, and one that offers significant opportunities for technological advancement, growth in the level of system integration, small and medium-sized business (SME) participation, and have large-scale and sustainable acquisition and/or sustainment opportunities. Bidders must clearly describe in their IRB proposals how their proposed GVC platform meets each of these criteria.

4.1.1.3.1. Activities associated with GVC platforms include, but are not limited to, pre-commercialization activities (e.g. collaborative technology development and demonstration projects), production activities (e.g. definition, design, and manufacturing) and In-Service Support (ISS) activities.

4.1.2. Indirect IRB Transactions

4.1.2.1. Indirect IRB Transactions are those achieved through business activities or IRB Transactions not related to the Canadian Coast Guard Light Helicopter Project generated by the Contractor or other Eligible Parties.

4.1.2.2. These Indirect Transactions proposed by the Contractor should comprise advanced technology products or skills transfers or services comparable or higher in nature and level of complexity to the Direct Work involved in the Canadian Coast Guard Light Helicopter Project that will result in long-term export sales or import replacement by, and lasting benefit to Canadian companies.

4.1.3. Any business activity proposed as an IRB Transaction in support of Canada's IRB objectives will only be considered if it meets the Eligibility Criteria provided in the IRB Model Contract. These criteria will be used in evaluating the proposal submitted in response to this RFP and will form the basis for any ensuing Contract. The IRB Authority reserves the right to seek validation of the IRB Eligibility Criteria, along with the additional criteria associated with Global Value Chain (GVC), for any or all proposed IRB Transactions within one year of Contract award. Should any IRB Transactions be found to not meet the IRB Eligibility Criteria, the Transaction will be not be eligible for IRB credit and a substitute Transaction will be sought from the Contractor. Should any IRB Transaction meeting the IRB Eligibility Criteria but not the GVC, the IRB Transaction will be eligible, but it will not be used towards fulfilling the particular GVC requirements.

5.0 **IRB MANDATORY REQUIREMENTS**

5.1. There are eight mandatory requirements that the Bidder must meet. The omission of any part of the following eight requirements will result in the IRB proposal being declared non-compliant such that the Bidder's complete bid package will not be evaluated:

5.1.1. Requirement One: The Bidder's IRB proposal must equal a minimum of 100% of the bid price (for evaluation purposes, the Bidder must use the bid price based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), measured in Canadian

Content Value (CCV), to be achieved within the period beginning August 20, 2012 and ending 7 years after the Effective Date of Contract. For the winning bidder, the IRB Commitment Value which must be achieved under the pursuant contract will be equal to a minimum of 100% of the bid price for the quantity of helicopters Canada chooses to purchase, measured in CCV. The Bidder must also match the contract value of any contract options with an equal amount of IRB, measured in CCV.

- 5.1.2. Requirement Two: In its IRB Proposal due at bid closing, the Bidder must identify acceptable IRB Transactions which are detailed, fully described and equal in total to a minimum of 30% of the bid price (for evaluation purposes, the Bidder must use the bid price based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), measured in CCV. The bidder must also commit to identifying, one (1) year after contract award, additional acceptable IRB Transactions which are detailed, fully described and bring the cumulative total of identified acceptable IRB Transactions to 60% of the contract value, measured in CCV. The bidder must also commit to identifying, three (3) years after contract award, additional acceptable IRB Transactions which are detailed, fully described and bring the cumulative total of identified acceptable IRB Transactions to 100% of the contract value, measured in CCV.
- 5.1.3. Requirement Three: The Bidder must commit to a minimum of Direct IRB transactions equal to 20% of the contract value, measured in CCV.
- 5.1.4. Requirement Four: The Bidder must commit to a minimum of Small and Medium Business transactions equal to 15% of the contract value, measured in CCV.
- 5.1.5 Requirement Five: The Bidder must accept and agree to the terms associated with a failure to meet IRB obligations (Liquidated Damages of 10% and holdbacks).
- 5.1.6 Requirement Six: In the evaluation of the IRB Proposal, it must achieve a minimum of 36 points for the IRB Plans and 270 points for the IRB Transactions.
- 5.1.7 Requirement Seven: The Bidder must accept the IRB Terms and Conditions of the IRB Model Contract.
- 5.1.8 Requirement Eight: The Bidder's IRB Proposal must contain the following components:
- 5.1.8.1 Executive Summary of IRB Commitment
 - 5.1.8.2 Company Business Plan
 - 5.1.8.3 IRB Management Plan
 - 5.1.8.4 Regional Development Plan
 - 5.1.8.5 Small and Medium Business Development Plan

5.1.8.6 Detailed IRB Transaction Sheets

5.1.8.7 Completed IRB Mandatory Requirements Compliancy Checklist

6.0 STATEMENT OF IRB WORK

The following sections detail the content of the components of the IRB Proposal referred to above in sub-article 5.1.8.

6.1. Executive Summary of IRB Commitments

- 6.1.1. The Executive Summary should include an integrated overview of the complete IRB Commitment, with cross-references, as appropriate, to the other IRB Plans specified herein that must be submitted as part of this proposal. It should clearly demonstrate how the Bidder will address the project's IRB objectives and how each of these objectives will be achieved through the proposed IRB Commitments.
- 6.1.2. The Executive Summary should provide a tabular presentation of the Bidder's IRB commitments. The presentation should include a summary of IRB Commitments (measured in CCV) by Direct, Indirect, Region, and Small and Medium Business.
- 6.1.3. The Bidder has the option of including in the Executive Summary a forecast plan of the IRB Transactions it anticipates submitting as part of Tranche 2, due one year following contract award. This forecast plan may include information such as upcoming supplier development activities, a list of Canadian firms with whom the Bidder or its Eligible Parties are considering doing business or specific capabilities for which the Bidder or its Eligible Parties are seeking Canadian suppliers
- 6.1.4. It should include a separate paragraph containing concise and precise statements of the Company's commitments to the mandatory requirements in paragraph 5.0.

6.2. Company Business Plan

- 6.2.1. The Bidder's Company Business Plan should outline, in general terms, the long-term impact of the award of the Contract on the Bidder and its Eligible Parties' business in Canada, and on the IRB recipients.
- 6.2.2. The Plan should include the following information on the Bidder and its Eligible Parties:
- 6.2.2.1. a description of the decision-making process for establishing product and services responsibilities and market mandates within the company;
- 6.2.2.2. a description of the Bidder's management of corporate functions such as strategic planning, research and development, and marketing , including the identification and location of these responsibility centres;

- 6.2.2.3. this section should also outline the Bidder and its major subcontractors' operations worldwide, including a corporate profile containing a narrative description and hierarchically ordered chart which describes each firm's present corporate structure, including parents and subsidiaries relationships. A written description of their functional interrelationships should be included containing a detailed presentation showing the existing and proposed financial arrangements between the Bidder and each of its first-tier subcontractors; and
- 6.2.2.4. an organizational chart identifying key personnel responsible to manage and deliver the Project.
- 6.2.3. The Plan should include the following information on the IRB Recipients:
- 6.2.3.1. the impact of the award on existing and new areas of business; and
- 6.2.3.2. a description of how the award of major sub-contracts to Canadian companies for this project would enhance the capability of these firms to undertake other domestic and foreign programs or pursue related new business activities with similar characteristics.
- 6.3. IRB Management Plan
- 6.3.1. The plan should describe the methods by which the Bidders will implement, manage, monitor and report progress on its IRB activities towards achievement of the proposed IRB Transactions.
- 6.3.2. The plan should include but not be limited to identification of all the IRB management functions and the associated organization required to fulfill the proposed IRB commitments during the contract period. The description of the IRB program management organization should include but need not be limited to the following:
- 6.3.2.1. an organization chart identifying key personnel responsible for IRB management functions;
- 6.3.2.2. a list of the proposed Eligible Parties, including the name, address and phone number of the respective IRB contact; (Note: Eligible Parties are subject to approval by IRB Authority. As such, Bidders are encouraged to review the definition of Eligible Party within the IRB Model Contract found in Article 1.1.15)
- 6.3.2.3. a list and detailed description of the proposed Global Value Chain Platforms (see 4.1.1.3)
- 6.3.2.4. a description of the facilities and resources assigned to this program; and
- 6.3.2.5. an explanation of how IRB considerations will be factored into the decision making process, and the mandates and/or responsibilities of the specific organizations that must implement IRB.

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- 6.3.2.6. description of the methods and procedures that will be employed to identify, track and report IRB Commitments
- 6.3.3. The plan will be used to assess the Bidder's ability to manage and deliver an acceptable IRB package.
- 6.4. Regional Development Plan
- 6.4.1. The Regional Development Plan should provide, in as much detail as possible:
- 6.4.1.1. the efforts made and the approaches to be followed in order to achieve optimum distribution of the IRB to the Designated Regions; and
- 6.4.1.2. the level of CCV and the percentage of total CCV, that the Bidder has committed to in the Designated Regions of Canada, for both Direct and Indirect IRB Transactions;
- 6.4.2. The individual IRB Transactions Sheets will be used to support this requirement and should be cross referenced to this Plan.
- 6.5. Small and Medium Business Development Plan
- 6.5.1. The Small and Medium Business Development Plan should provide in as much detail as possible:
- 6.5.1.1. Identification of small and medium business subcontractors that will be participating in the proposal and a description of their participation and the Canadian Content Value contributed to the project.
- 6.5.1.2. Identification of opportunities, assistance and encouragement that the Bidder will provide to stimulate and promote small and medium business both as potential suppliers to the project and for their general development.
- 6.5.2. The IRB Transaction Sheets will be used to satisfy this requirement and should be cross referenced to this Plan.
- 6.6. IRB Transaction Sheets
- 6.6.1. Each IRB proposal must provide complete information on each IRB Transaction that the Bidder proposes to provide to Canada and for which it is prepared to commit contractually. The content of the IRB proposal will form the basis for the IRB Commitments to be specified in the Contract. A separate sheet is to be completed for each proposed IRB Transaction, detailing the particulars of the given activity. These details are as follows:
- 6.6.1.1. IRB Transaction Identifier Number - each IRB Transaction should be assigned a unique number, in sequential order, for reference purposes;

- 6.6.1.2. IRB Donor and Recipient contact information;
 - 6.6.1.3. Transaction Value (Total Contract Value and Canadian Content Value);
 - 6.6.1.4. IRB Classification - Direct or Indirect;
 - 6.6.1.5. Industrial sector, and expertise of the IRB Recipient;
 - 6.6.1.6. Fulsome description of the IRB Transaction Activities and Canadian Recipient Company. It will be in the Bidder's interest to fully describe the nature of the proposed IRB Transaction so it can be properly evaluated by the IRB Evaluation Team. Failure to adequately describe the nature of the work being proposed may result in the proposed IRB Transaction being disallowed. Transactions will only be evaluated on the data provided in the proposal. Bidders are advised that information received in response to a clarifying question by the Crown, will not be used to alter the proposed IRB Transaction as this would be considered bid repair, and would be unacceptable in the competitive process.
 - 6.6.1.7. Region;
 - 6.6.1.8. Small and Medium Business;
 - 6.6.1.9. Description of the quality of the IRB transaction. In those cases where the Bidder can identify a recipient of a proposed IRB Transaction, Bidders are encouraged to provide statements from the Canadian recipient(s) describing the impact that the IRB Transaction will have on the recipient's company. These statements should be appended to the applicable IRB Transaction form.
 - 6.6.1.10. Description of any other Canadian Government Assistance involved in the transaction;
 - 6.6.1.11. Provide and show justification for eligibility as a valid IRB Transaction (causality, timing, incrementality, eligible party and CCV), as detailed in Article 5 of the Model Contract:.
 - 6.6.1.12. IRB Schedule - the time phasing and cash flow for each IRB Transaction must shown on each IRB Transaction sheet, broken out by 12 month periods. (as detailed in section 1.1.27 of the IRB Model Contract)
 - 6.6.1.13. Liquidated Damages - (minimum - 10%)
- 6.6.2. Commitments of unallocated IRB are to be identified on a separate IRB Transaction Sheet.
- 6.6.3. A sample IRB Transaction Sheet that contains the above mentioned data is shown in Annex C of the IRB Model Contract.

6.7. IRB Compliancy Checklist

Bidders are required to submit with their proposal a completed IRB Mandatory Requirements Compliancy Checklist that confirms that all mandatory requirements to this RFP have been met. The compliancy checklist must include the information shown in the following table:

IRB Mandatory Requirements - Compliancy Checklist

	Met	Not Met
1. The Canadian Content Value of the IRB proposal equals a minimum of 100% of the bid price (based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), without optional work. The IRB proposal also commits to achieve IRB equal to a minimum of 100% of the contract value, without optional work.		
Without optional work, the Bid Price is	\$	
The Canadian Content Value of the IRB proposal equals a minimum of 100% of the bid price (based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), with optional work. The IRB proposal also commits to achieve IRB equal to a minimum of 100% of the contract value, with optional work.		
With optional work, the bid price is:	\$	
2. In its IRB Proposal due at bid closing, the Bidder must identify acceptable IRB Transactions which are detailed, fully described and equal in total to a minimum of 30% of the bid price (for evaluation purposes, the Bidder must use the bid price based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP), measured in CCV. The bidder must also commit to identifying, one year after contract award, additional acceptable IRB Transactions which are detailed, fully described and bring the cumulative total of identified acceptable IRB Transactions to 60% of the contract value, measured in CCV. The bidder must also commit to identifying, three (3) years after contract award, additional acceptable IRB Transactions which are detailed, fully described and bring the cumulative total of identified acceptable IRB Transactions to 100% of the contract value, measured in CCV.		
3. The Bidder must commit to a minimum of Direct IRB transactions equal to 20% of the contract value, measured in CCV		
4. The Bidder must commit to a minimum of Small and		

Medium Business transactions equal to 15% of the contract value, measured in CCV.		
5. Accepts and agrees to the terms associated with a failure to meet IRB obligations (Liquidated Damages of 10% and holdbacks).		
6. The IRB proposal, has reached a minimum evaluation score of 36 points for the IRB Plans and 270 points for the IRB Transactions.		
7. Accepted Terms & Conditions of IRB Model Contract.		
8. IRB Proposal must contain the following components:		
Executive Summary;		
Company Business Plan ;		
IRB Management Plan;		
Regional Development Plan;		
Small and Medium Business Development Plan;		
Detailed IRB Transaction Sheets.		
Completed IRB Mandatory Requirements Compliancy Checklist		
Company Business Plan ;		

7.0 Banking

- 7.1. Bidders may apply Banked IRB transactions as part of their proposal. These transactions will be evaluated using the same methodology described in section 9.0, IRB Evaluation Plan.
- 7.2. The Bidder must provide a signed letter of acceptance from Industry Canada indicating that the banking Transaction is valid.
- 7.3. The entire Canadian Content Value of a Banked IRB Transaction, not portions thereof, must be applied to a single IRB Transaction proposed under the contract. Each transaction must clearly state that it is a Banked IRB Transaction. The Banked IRB Transaction must contain the exact information as submitted to the IRB Bank.
- 7.4. If the IRB Transaction Sheet is not clearly marked or the banked transaction is different then the transaction in the IRB bank, the proposed IRB Transaction may be rejected.
- 7.5. If a Banked IRB Transaction is used as part of a Bidder's proposal, the Evaluation Committee will consider the transaction as approved for meeting the IRB Eligibility criteria. However, the Transaction will be evaluated on a quality and risk score as stated in section 9.0, IRB Evaluation.
- 7.6. As a part of this proposal, Bidders may submit Banked IRB Transactions with a cumulative value up to a maximum of 15% of the bidding price. Any value above this threshold will not be evaluated.

8.0 Investment Framework (IF)

- 8.1 An IF transaction that has been fully reviewed and approved by the IRB Authority as a Banked Transaction may be included in a Bidder's IRB Proposal submitted at bid closing. The processes and limits regarding Banked Transactions are outlined in Section 7, "Banking."
- 8.2 If an IF activity which has not been fully reviewed and approved by the IRB Authority as a Banked Transaction is included in a Bidder's IRB Proposal submitted at bid closing, it will not be evaluated and its value will not be counted in any way for evaluation purposes.

9.0 IRB EVALUATION PLAN

9.1 Introduction

- 9.1.1 **IRB Overview:** As part of the evaluation of the proposal, the IRB aspects will be evaluated to ensure they meet the mandatory requirements. The results of this evaluation will then be integrated (on a pass/fail basis) into the evaluations conducted by Public Works and Government Services Canada (PWGSC) and the Canadian Coast Guard.
- 9.1.2 **Purpose:** The purpose of this IRB Evaluation Plan is to describe the organization, procedures and methodology for evaluating the IRB proposal submitted by the Bidder.
- 9.1.3 **IRB Evaluation Plan:** The IRB Evaluation Plan will assist the IRB Authority in providing Departmental input into the overall evaluation process. The results of the IRB evaluations will be used to confirm that the selected Bidder is able to satisfy the requirement to provide quality IRB consistent with Government objectives.
- 9.1.4 **IRB Evaluation Team:** The IRB Evaluation Team is led by the IRB Authority and includes representatives from the Regional Development Agencies.

9.2 IRB Evaluation Objectives

- 9.2.1 The Government's approved IRB objectives are to encourage long-term industrial and regional development, including Small and Medium business. A Bidder's failure to meet the minimum acceptable levels in the IRB evaluation of IRB proposal will result in the Bidder's Canadian Coast Guard Light Helicopter Project proposal being deemed non-compliant.
- 9.2.2 The objective of the IRB evaluation is to assess the economic benefit to Canada of the Bidder's proposal in relation to:
- 9.2.2.1 Ontario and the Designated Regions of Atlantic, Quebec, Northern Ontario and the West.
- 9.2.2.2 Small and Medium Business
- 9.2.3 This evaluation will be accomplished by:

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- 9.2.3.1 Determining the nature of the benefits offered, their value in dollars and in terms of percentages of the Canadian Coast Guard Light Helicopter Project IRB commitment values;
- 9.2.3.2 Assessing the quality of the benefits offered as they relate to the stated IRB Objectives of the Government of Canada;
- 9.2.3.3 Assessing the explicit contractual commitments made by each Bidder and the enforceability of these commitments;
- 9.2.3.4 Determining the risk associated with the benefits being proposed;
- 9.2.3.5 Assessing the individual merits of the IRB proposal, based on the rating factors contained herein; and
- 9.2.3.6 Determining the acceptability of the proposal.
- 9.2.4 All proposed initiatives will be evaluated on their own merits.
- 9.2.5 The IRB Proposal will be evaluated to ensure that the benefits proposed meet the specified IRB Objectives, mandatory requirements, eligibility criteria, definitions and format. The onus is on the Bidder to:
- 9.2.5.1 Demonstrate that the IRB Transactions proposed for this procurement will achieve the IRB objectives outlined in Section 3;
- 9.2.5.2 Show how well these commitments meet the eligibility criteria; and
- 9.2.5.3 Ensure that they are backed by 10% Liquidated Damages.
- 9.3 Evaluation Methodology
- 9.3.1 The Bidder's proposal will be evaluated to verify whether the IRB mandatory requirements specified in Section 5 have been met using the following methodology.
- 9.3.2 IRB Plans
- 9.3.2.1 Company Business Plan. The Company Business Plan will be evaluated to determine the ability of the Bidder to maximize the economic benefit to Canada resulting from this procurement;
- 9.3.2.2 IRB Management Plan. The IRB Management Plan will be evaluated to determine the Bidder's ability to develop, plan, implement and manage the proposed IRB program;

- 9.3.2.3 IRB Regional Development Plan. The IRB Regional Development Plan will be evaluated to determine the merits of the Bidder's ability to assist and develop business in the Designated Regions;
- 9.3.2.4 Small and Medium Business Development Plan. The Small and Medium Business Development Plan will be evaluated to determine the Bidder's ability to assist and encourage small business; and
- 9.3.2.5 The objective of the IRB Plans evaluation is to determine the economic benefit to Canada specified in the IRB Plans and, therefore, will be evaluated from a qualitative and risk perspective.
- 9.3.2.6 Each IRB Plan will be evaluated using the following:
- 9.3.2.6.1 Each IRB Plan will be given a score for "Quality" and a score for "Risk";
- 9.3.2.6.2 Quality will be rated on a scale of zero (0) to five (5), using the Word Pictures in Table 9-1 (IRB Plan Quality Word Pictures);

VALUE	IRB PLAN QUALITY WORD PICTURES
5	EXCELLENT Provided all the requested information in the Statement of IRB Work (Section 6) for each individual plan. Plan is fully developed.
4	GOOD Provided all the requested information in the Statement of IRB Work (Section 6) for each individual plan. Plan is well developed.
3	AVERAGE Provided most of the requested information in the Statement of IRB Work (Section 6) for each individual plan. Plan is reasonably well developed
2	POOR Provided some of the requested information in the Statement of IRB Work (Section 6) for each individual plan. Plan is not well developed.
1	VERY WEAK Provided a minimum of the requested information in the Statement of IRB Work (Section 6) for each individual plan. Plan is not developed.
0	UNACCEPTABLE Provided none of the requested information in the Statement of IRB Work (Section 6).

Table 9- 1, IRB Plan Quality Word Pictures

9.3.2.6.3 Risk will be rated on a scale of zero (0) to five (5), using the Word Pictures in Table 9-2 (IRB Plan Risk Word Pictures)

RISK VALUE	IRB PLAN RISK WORD PICTURES
5	EXCELLENT The IRB Plan very clearly demonstrates that all of Canada's IRB objectives (Section 3) will be fully met. Demonstrates a comprehensive depth of knowledge, capability and commitment such that the probability of failure to achieve is extremely low.
4	GOOD The IRB Plan clearly demonstrates that all of Canada's IRB objectives (Section 3) will be fully met. Demonstrates a considerable depth of knowledge, capability and commitment such that the probability of failure to achieve is low.
3	AVERAGE The IRB Plan demonstrates that most of Canada's IRB objectives (Section 3) will be fully met. Demonstrates an adequate depth of knowledge, capability and commitment such that the probability of failure to achieve is moderate.
2	POOR The IRB Plan demonstrates that some of Canada's IRB objectives (Section 3) will be met. Demonstrates a limited depth of knowledge, capability and commitment such that the probability of failure to achieve is significant.
1	VERY WEAK The IRB Plan does not demonstrate that any of Canada's IRB objectives (Section 3) will be met. Demonstrates an inadequate depth of knowledge, capability and commitment such that the probability of failure to achieve is likely.
0	UNACCEPTABLE No information provided, or the IRB Plan does not address the objectives in a suitable and documented manner.

Table 9- 2, IRB Plan Risk Word Pictures

9.3.2.6.4 The Quality and Risk scores for each plan will be multiplied together and the sum calculated to determine the final IRB Plans evaluation score for each proposal;

9.3.2.6.5 The minimum acceptable final IRB Proposal Plans evaluation score is thirty six (36) points for each IRB proposal. The Bidder must achieve or exceed the

minimum final IRB Proposal Plans evaluation score. The maximum score is one hundred (100) points.

EXAMPLE:

Plan	Quality Score (1)	Risk Score (2)	Plan Score (3) (3) = (1) * (2)
IRB Company Business Plan	4	3	12
IRB Management Plan	3	3	9
Regional Development Plan	4	4	16
Small Business Development Plan	4	2	8
Total Score (sum of Plan scores)			45

9.3.3 IRB Transactions

9.3.3.1 Detailed IRB Transactions. Proposed IRB Transactions will be evaluated to determine the degree to which they meet the IRB objectives detailed in the "Canada's Industrial and Regional Benefits Objectives" section of this RFP.

9.3.3.2 Bidders should note that the second tranche of IRB Transactions submitted by the winning bidder one year following contract award, although not a part of this evaluation, will be assessed using the same methodology as described below.

9.3.3.3 The IRB Transactions will be evaluated to ensure the eligibility criteria are met for Canadian Content Value (CCV), Causality, Incrementally, Timing, and Eligible Party described in the attached IRB Model Contract. These criteria affect both qualitative and quantitative assessments.

9.3.3.4 If a proposed IRB Transaction does not fulfil the Eligibility Criteria requirements, then the specific proposed transaction will be found unacceptable, will be rejected and rated as zero (0) within the determination of overall bid acceptability.

9.3.3.5 The objective of the IRB Transactions evaluation is to determine the economic benefit to Canada of the transactions. The IRB Transactions proposed by the Bidder, therefore, will be evaluated from a quantitative, qualitative and risk perspective.

9.3.3.6 Eligible proposed IRB Transactions will be evaluated, by type (Direct or Indirect as defined in the attached Model Contract), for Canadian Content Value, quality, and risk.

9.3.3.7 Each IRB Transaction will be evaluated using the following:

9.3.3.7.1 Each proposed IRB Transaction will be evaluated to determine the Canadian Content Value (CCV) expressed in millions of Canadian dollars as defined in Article 4 of the attached IRB Model Contract;

- 9.3.3.7.2 Each proposed IRB Transaction will be given a score for "Quality" and a score for "Risk";
- 9.3.3.7.3 Quality will be rated for each proposed IRB Transaction on a scale of zero (0) to five (5), using the Word Pictures in Table 9-3 (IRB Transaction Quality Word Pictures);

VALUE	IRB TRANSACTION QUALITY WORD PICTURES
5	EXCELLENT Fully achieves all of Canada's IRB Objectives (Section 3) for this Project and involves an equivalent or greater level of technology.
4	GOOD Reasonably achieves all of Canada's IRB Objectives (Section 3) for this Project and involves work at similar technology levels.
3	AVERAGE Achieves most of Canada's IRB Objectives (Section 3) for this Project and involves some work with equivalent technology levels.
2	POOR Meets some of Canada's IRB Objectives (Section 3) for this Project and involves little work with equivalent technology levels.
1	VERY WEAK Meets few of Canada's IRB Objectives (Section 3) for this Project and involves no work with similar technology levels.
0	UNACCEPTABLE Fails to develop industrial capability to any level that complies with Canada's IRB objectives (Section 3).

Table 9- 3, IRB Transaction Quality Word Pictures

- 9.3.3.7.4 Risk will be rated for each proposed IRB Transaction on a scale of zero (0) to five (5), using the Word Pictures in Table 9-4 (IRB Transaction Risk Word Pictures);

RISK VALUE	IRB TRANSACTION RISK WORD PICTURES
5	EXCELLENT The IRB Transaction is fully described (Section 6) and very clearly demonstrates that all of Canada's IRB Objectives (Section 3) will be fully met. Demonstrates a comprehensive depth of knowledge, capability and commitment such that the probability of failure to achieve is extremely low.
4	GOOD The IRB Transaction is well described (Section 6) and clearly demonstrates that all of Canada's IRB Objectives (Section 3) will be

	fully met. Demonstrates a considerable depth of knowledge, capability and commitment such that the probability of failure to achieve is low.
3	AVERAGE The IRB Transaction is adequately described (Section 6) and demonstrates that Canada's IRB Objectives (Section 3) will be met. Demonstrates an adequate depth of knowledge, capability and commitment such that the probability of failure to achieve is moderate.
2	POOR The IRB Transaction is not well described (Section 6) and does not demonstrate that Canada's IRB Objectives (Section 3) will be met. Demonstrates a limited depth of knowledge, capability and commitment such that the probability of failure to achieve is significant.
1	VERY WEAK The IRB Transaction is very poorly described (Section 6) and does not address Canada's IRB Objectives (Section 3) in any significant manner. Demonstrates an inadequate depth of knowledge, capability and commitment such that the probability of failure to achieve is likely.
0	UNACCEPTABLE No information provided, or the IRB Plan does not address Canada's IRB Objectives (Section 3) in a suitable and documented manner.

Table 9- 4, IRB Transaction Word Pictures

- 9.3.3.7.5 The score for each individual proposed IRB Transaction will be determined by multiplying the applicable CCV (in millions of Canadian dollars) times the Quality score times the Risk score for each proposed IRB Transaction;
- 9.3.3.7.6 For the Bidder's IRB proposal, the scores for all eligible proposed IRB Transactions will be totalled, divided by the bid price based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP (or the total of the Bidder's identified IRB Transactions, whichever is greater) and multiplied by one hundred (100) to obtain the final IRB Transaction evaluation score;
- 9.3.3.7.7. For the first tranche of IRB Transactions due at bid closing, the minimum acceptable IRB Transaction evaluation score is two hundred seventy (270) points.
- 9.3.3.7.8. For the second tranche of IRB Transactions due one year after contract award, the point score for these Transactions will be combined with the point score from the first tranche, and taken together, the minimum acceptable IRB Transaction assessment score is five hundred forty (540).

9.3.3.7.9. For the third tranche of remaining IRB Transactions due three years after contract award, these will not be formally evaluated or scored, but reviewed by the IRB Authority, in consultation with the Regional Development Agencies.

EXAMPLE:

In this example the Contractor's bid price (based on 12 helicopters as identified in Item Number 001a of Table 1 of Annex D (Financial Bid Proposal) of the RFP) is \$250M and the Contractor is identifying \$80M as part of their IRB proposal at bid closing.

IRB Transaction #	CCV \$(1)	Quality factor(2)	Risk factor(3)	IRB Trans.Score(4)=(1) x (2) x (3)
001	\$20M	3	2	120
002	\$15M	5	3	225
003	\$45M	4	5	900
Grand Total (sum of (4))				1245

IRB Transaction rating = (Grand total/IRB Commitment value)*100 = _____

IRB Transaction rating = (1245/250) x 100 = 498 points (minimum required: 270)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the demonstrated, technical, IRB and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) 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 also to be interpreted as mandatory requirements.
- (d) Proposals must comply with each and every mandatory requirement. Any proposal which fails to meet any of the Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement must be addressed separately.
- (e) Bids will be evaluated solely on the information provided in each Bidder's submission.
- (f) 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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

To facilitate bid preparation and bid evaluation, Bidders should prepare and submit compliance with Mandatory Requirements using the information and template provided in the Bid Evaluation Plan.

1.1.2 Operational Evaluation Test

Bidders will visit a facility designated by Canada, with the proposed aircraft to have the helicopter capabilities demonstrated in accordance with evaluation test plans included in the Bid Evaluation Plan. Given that the initial analysis of these tasks will take place prior to contract award, bidders may provide a representative aircraft for this evaluation.

1.1.2.1 Personal Injuries

The Bidder agrees that Canada will not be liable to the Bidder or any of its subcontractors for claims in respect of death, disease, illness, injury or disability which may arise in carrying out the operational evaluation test requirements as defined in the evaluation test plans. The Bidder agrees not to make any claims against Her Majesty in respect of any of the foregoing.

1.1.2.2 Liability

The Bidder agrees that it is liable for any damage caused by the Bidder, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Bidder or any third party. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the operational evaluation test requirements.

1.1.3 Point Rated Technical Criteria

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders should refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has been addressed.

1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with the requirements detailed with in information of ANNEX "D" - Financial Bid Proposal

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria.
2. Bids not meeting "1(a) or 1(b) " will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.
4. For each responsive bid, the technical merit score and the pricing score will be calculated in accordance with ANNEX E - Bid Evaluation Plan to determine its combined rating.
5. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
6. If two (2) bids are tied, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who is evaluated the highest technical score.

3. Industrial and Regional Benefits Evaluation

3.1 Mandatory Industrial and Regional Benefits Criteria

IRBs are a mandatory requirement on this procurement. Bidders are required to submit an IRB proposal, equal to 100% of the bid price and which meets all of the mandatory IRB requirements contained in Annex C. IRB proposals will be evaluated by Industry Canada, with assistance from the Regional Development Agencies. Bidders not submitting an IRB proposal, or not meeting the mandatory IRB requirements, will be considered non-compliant and their bid will receive no further consideration.

4. Evaluation of Price (A0220T, 2007-05-25)

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP), Incoterms 2000, Canadian customs duties and excise taxes included.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard Instructions 2003 (2012-11-19). The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgscc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

1.2 Federal Contractors Program - Certification (A3030T, 2010-08-16)

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint

venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

1.3 Helicopter Type Certificate

The helicopter type, model and variant shall hold 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, no later than 180 calendar days after the bid closing date.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this procurement.

2. Financial Capability Requirement: A9033T(2012-07-16)

2.1 The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid

solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

2.3 If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

2.4 **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

2.5 **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

2.6 **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).

2.7 **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an

irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

3. Industrial and Regional Benefits (IRB)

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Background and Requirement

1.1 Background

1.1.1 The Canadian Coast Guard (CCG) has a requirement to procure new helicopters to renew its fleet which may include light helicopters, medium helicopters and helicopters to support the CCGS John G. Diefenbaker.

1.1.2 These helicopters will support a number of CCG programs, including Aids to Navigation, Icebreaking services, Marine Communication Traffic Services, Environmental Response and Search and Rescue, as well as the programs of the Department of Fisheries and Oceans and other government departments. Consequently, they will support activities such as ice reconnaissance, maintenance and construction of aids to navigation and telecommunications equipment, personnel and cargo transfer between ship and shore, and support to science and fisheries enforcement. CCG helicopters are required to operate in all areas of Canada, including the east and west coasts, the Arctic, Great Lakes and St. Lawrence Seaway, as well as inland waterways and Canada's north.

1.1.3 The Aircraft Services Directorate (ASD) of Transport Canada is responsible for operating and maintaining the CCG Helicopter fleet, as well as the development of any associated operational procedures and training programs. The Aircraft Services Directorate is an Air Operator certified under Canadian Aviation Regulations and delivers services to CCG through its National Headquarters in Ottawa, adjacent to MacDonald Cartier Airport and its nine regional bases located in Prince Rupert and Victoria, British Columbia; Parry Sound, Ontario; Quebec City, Quebec; Shearwater, Nova Scotia; Charlottetown, Prince Edward Island; Saint John, New Brunswick; Stephenville and St. John's, Newfoundland and Labrador.

1.2 Requirement

1.2.1 This Contract is for the acquisition of Commercial Off-The-Shelf (COTS) light-lift helicopters in accordance with the Statement of Work attached as Annex "A". The Contractor agrees to supply to Canada the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes the following:

-
- 1.2.1.1 The initial acquisition quantity of at least twelve (12), and as many as twenty (20), Commercial Off-The-Shelf (COTS) light-lift helicopters.
- 1.2.1.2 Where the initial acquisition quantity is something less than twenty (20), the Contractor grants to Canada the irrevocable option to acquire the remaining quantity of helicopters under the same terms and conditions and at the prices stated in the Contract. The unit price for the quantity of helicopters acquired pursuant to this option will not exceed the unit price derived from the lot price bid for the total quantity (i.e. the initial quantity plus the optional quantity) of helicopters acquired by Canada. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time within three (3) years after Contract award, by sending written notice to the Contractor.
- 1.2.1.3 In consideration of the prices paid to acquire the light-lift helicopters the Contractor agrees to support Canada's Approved Maintenance Organization to maintain aircraft serviceability for a period up to 30 years by providing:
- 1.2.1.3.1 An Aircraft on Ground (A.O.G.) parts supply with shipping of required parts to locations in Canada such as Prince Rupert, BC, Stephenville, NL, Parry Sound, ON, etc. within 24 hours;
 - 1.2.1.3.2 A Product Support and Field Service Representative who shall be available 24 hours per day, 7 days per week through a toll free telephone service;
 - 1.2.1.3.3 Sufficient North American inventory to support CCG's operations;
 - 1.2.1.3.4 Meet agreed Turn-around-Times (TAT) on repair and overhaul of components;
 - 1.2.1.3.5 Availability of exchange components;
 - 1.2.1.3.6 Availability of rental components; and
 - 1.2.1.3.7 Release of Service Bulletins and Advisory Materials.
- 1.2.1.4 The Contractor also agrees that for the prices paid to acquire the light-lift helicopters, the Contractor will do the following:
- 1.2.1.4.1 Simulator Design Support - The Contractor shall provide support to any third party Simulator Manufacturer engaged by Canada in the development and commissioning of the flight simulator(s). The Contractor shall also provide Canada with all design data and deliverables required to support the development, by a third party contractor, of a "Level D" Full Flight Simulator as outlined in Appendix E of Annex A, and shall grant to Canada all

necessary licenses to facilitate the development and operation of the simulator(s).

- 1.2.1.4.2 Delivery Ceremony - The Contractor agrees to host a Contract Award and a "Delivery Ceremony(s)", as directed by Canada, at the Contractor's facility for handover of the first Helicopter. The ceremony may include Government of Canada personnel, dignitaries and media.
- 1.2.1.4.3 Photographs - The Contractor agrees to take photographs, as directed by Canada, at its facility during the delivery phase of each aircraft.
- 1.2.1.4.4 Aircraft Model - The Contractor shall deliver twelve (12) scale model helicopters approximately 1:40 scale. The models must be replicas of the helicopters being procured by Canada.
- 1.2.1.4.5 Site Access - The Contractor shall make available to Canada, with 48 hours notice, access to its facility to conduct a site visit during regular working hours. A site visit at the Contractor's facility may be initiated at the sole discretion of Canada.

Visits may be scheduled for the following reasons:

- a. Determine production progress,
- b. Conduct an audit, and;
- c. VIP visit from the Government of Canada.

With reasonable notice, Canada reserves the right to have the company take photographs for Canada of designated CCG aircraft during production.

The Contractor shall be responsible to provide Canada with the necessary training, safety briefings and equipment required to visit its production site. The Contractor shall make available three (3) parking spaces to accommodate visits from Canada.

1.3 Optional Goods and Services

- 1.3.1 The Contractor grants to Canada the irrevocable option to acquire the goods (optional items, spare parts or ground support equipment) or services (optional factory training or courses) described in the Contract under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- 1.3.2 The Contracting Authority may exercise the option at any time within three (3) years of contract award by sending a written notice to the Contractor.

1.4 As-and-when-requested Task Authorizations

1.4.1 The Contractor will provide the services of an "On-Site Field Service Representative", at the rates on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

1.5 Industrial and Regional Benefits (IRB)

The IRB Terms and Conditions attached hereto as Annex C, which contain the Contractor's proposal for IRBs dated _____, shall form part of this contract.

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 2013-03-21, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

1031-2 2012-07-16, General Conditions - Contract Cost Principles (applicable if only one bidder is found compliant).

3. Period of the Contract

3.1 Period of the Contract (A9022A, 2007-05-25)

The period of the Contract is from date of Contract to (date to be inserted) inclusive. (seven years following contract award for IRB purposes)

3.2 Delivery Date

The first helicopter shall be delivered on or before fifty-two (52) weeks after contract award and one helicopter every four weeks thereafter. All helicopters must be received on or before _____ (date dependant on number of helicopters contracted).

4. Authorities

4.1 Contracting Authority

Solicitation No. - N° de l'invitation

F7013-120014/C

Amd. No. - N° de la modif.

File No. - N° du dossier

003cagF7013-120014

Buyer ID - Id de l'acheteur

003cag

CCC No./N° CCC - FMS No/ N° VME

F7013-120014

The Contracting Authority for the Contract is:

Name: Michael MacNeil

Organization: Public Works and Government Services Canada
Acquisitions Branch
Civilian Aircraft Division

Address: Place du Portage, Phase 3, 8C1
11 Laurier Street
Gatineau, Quebec, K1A 0S5

Telephone: 819-956-0078
Facsimile: 819-997-0437
E-mail: michael.macneil@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:

Organization: Canadian Coast Guard
Address: 3rd Floor
200 Elgin Street,
Ottawa, Ontario
K1A 0E6

Telephone:
E-mail:

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 Industrial and Regional Benefits Authority

Industrial and Regional Benefits (IRB) Authority

The IRB Authority is:

Name: Dennis Kean
Organization: Industry Canada

Address: IRB Directorate
235 Queen Street, 7th floor east
Ottawa, Ontario K1A 0H5
Attention: Dennis Kean

Telephone: (613) 941-1132
Email: Dennis.Kean@ic.gc.ca

The IRB Authority is responsible for all matters concerning the IRB requirements in the Contract. IRB matters should be discussed with the IRB Authority. However, changes to the Contract can only be made through a Contract Amendment issued by the Contracting Authority.

4.4 Contractor's Representative

Name:
Title:
Company:
Address:
Telephone:
E-mail address:

5. Payment

5.1 Basis of Payment

Attached as Annex "B".

5.2 Limitation of Price (C6000C, 2011-05-16)

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.

5.3 Milestone Payments (H3009C, 2010-01-11)

Canada will make milestone payments in accordance with the Schedule of Milestones 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 Milestone 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.

5.4 Taxes - Foreign-based Contractor (C2000C, 2007-11-30)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6. Invoicing Instructions Milestone Payment Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Milestone 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.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim .
3. 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.
4. The Technical Authority will then forward the original and one (1) copy of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims prior to delivery of the materiel or until all work identified in the claim is completed. Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under the contract.

7. Certifications

1. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

2. The helicopter type, model and variant shall hold 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.

8. Applicable Laws

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

9. 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, 2012-07-16
- c) the Contract Cost Principles 1031-2, 2012-07-16 (applicable if only one compliant bidder)
- d) Annex A, Statement of Work ;
- e) Annex B, Basis of Payment;
- f) Annex C, Industrial Regional Benefits (IRB) Requirements
- g) The Contractor's proposal dated _____.

10. Insurance (G1005C, 2008-05-12)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

11. Personal Injuries

It is understood and agreed that Canada will not be liable to the Contractor or any of its subcontractors for claims in respect of death, disease, illness, injury or disability which may arise in carrying out the services

as defined herein. The Contractor agrees not to make any claims against Her Majesty in respect of any of the foregoing.

12. **Limitation of Liability** (N0001C, 2008-05-12)

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$ contract value . This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

13. **Loss or Damage to Aircraft Prior to Delivery**

Should an aircraft be damaged prior to the delivery and title transfer, the Contractor shall be responsible for repairing the aircraft or if an aircraft is damaged beyond repair, for replacing damaged aircraft.

14. **Final Acceptance**

The Contractor shall provide seven (7) calendar days notice to the Canadian Coast Guard before the aircraft will be ready for preliminary inspection and final acceptance .

1. Inspection will be carried out by the Technical Authority at time of acceptance. All Work completed on each aircraft shall be inspected in compliance with the requirements of the Canadian Aviation Regulations and is subject to final verification by the Technical Authority.

2. Acceptance procedures are described in Annex A Statement of Work.

3. The Contractor shall provide reasonable office space, equipment and access to clerical assistance to the inspection personnel to aid in the acceptance and delivery process.

4. Any items not accompanying the completed aircraft shall be delivered in accordance with Incoterms 2000, DDP (Delivered Duty Paid) to Transport Canada, 200 Comet Private, Ottawa , Ontario.

15. Delivery Inspection

Inspection and acceptance shall be carried out by and to the satisfaction of Canada at destination. The Contractor shall demonstrate to the satisfaction of the Technical Authority or his/her representative, that the equipment meets the specification as detailed under the Annex A. Any defects or damages noted during delivery inspection shall be documented. The Contractor shall be responsible for and assume all costs to repair any such defects or damages. Should the work or any portion thereof not be in accordance with the requirements of any resultant contract, the Technical Authority, or his/her authorized representative, shall have the right to reject it or to require its correction. Provided that the aircraft is free from defects and damages, Canada will assume ownership of the aircraft. The transfer of the aircraft's titles and deeds to Canada shall constitute delivery of the aircraft to Canada.

Any formal communication with the Contractor regarding the quality of the work shall be undertaken by the Technical Authority through the Contracting Authority.

16. Conditions for transfer of each individual aircraft

1. Subject to the remaining provisions of this Article, title to individual aircraft shall transfer from the Contractor to Canada and vest in and be accepted by Canada in accordance with Article 15.
2. Subject to Article 15, title and risk of loss in and to the individual aircraft shall transfer from the Contractor to the Canada and be accepted by Canada from the Contractor on the applicable final delivery inspection date, subject to the provisions of Article 15 Delivery Inspection.
3. Canada's obligation to take delivery, possession and risk of loss in and to each aircraft on the applicable Final Delivery Date 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 the Canada expressly waives occurrence or receipt of same):
 - (a) a current standard Certificate of Airworthiness in the transport category issued by Transport Canada for each completed aircraft;
 - (b) an assignment of warranties for each completed aircraft in the form of Annex "A" attached hereto, executed by the Contractor in favour of Canada;
 - (c) that each completed aircraft conform to the description set forth in Annex "A" attached hereto;
 - (d) Canada having satisfactorily completed the inspection of each completed aircraft and the Contractor having made all corrections to deficiencies and non-conformities to each completed aircraft.

17. Industrial and Regional Benefits (IRB) Bid

Detailed information is within ANNEX "C" - Industrial and Regional Benefits Requirements

18. Notice of Labour Disputes (Xbf104, 1997-12-22)

Whenever the Contractor 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 Authority

19. Liens - Section 427 of the Bank Act (H4500C, 2010-01-11)

1. If any lien under section 427 of the Bank Act exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless otherwise instructed by the Contracting Authority, either

- (a) to cause the bank to remove such lien and to furnish the Contracting Authority, with written confirmation from the bank; or,
- (b) to furnish or cause to be furnished to the Contracting Authority an undertaking from the bank to the Contracting Authority that the bank will not make any claim under section 427 of the Bank Act on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under this Contract.

2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above shall constitute default under the clause entitled "Default by Contractor" in the General Conditions of the Contract and shall entitle Canada to terminate the Contract.

20. Shipping Instructions - Delivery at Destination (D4001C, 2008-12-12)

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) to Transport Canada, 200 Comet Private, Ottawa , Ontario, Canada, Incoterms 2000 for all shipments from a commercial contractor.

21. Rights to Reproduce Documentation

Where documentation deliverables provided by the Contractor as described in the attached Statement of Work represents or contains intellectual property owned by the Contractor shall ensure that the Crown shall have the right to reproduce and translate such documentation provided that such reproductions and translations shall be solely for the use of the Crown and that reproductions and translations shall be subject to the same restrictions on use and disclosure as may apply to the Contractor-owned documentation. The Crown is not obligated to provide any translated copy to the Contractor.

22. Communications Notification

As a courtesy, the Government of Canada requests that the successful bidder notify the Contracting Authority a minimum of five (5) calendar days in advance of their intention to make public an announcement related to the award of a contract.

23. Warranty

The warranty period shall be as a minimum 24 months from date of delivery.

General Conditions 2030-22 (2008 05 12). Sub-section 7 of the Warranty clause shall not form part of this contract.

24. Spare Parts and Ground Support Equipment

The Contractor shall provide the initial provisioning of spare parts and Ground Support Equipment (GSE) as authorized by the Technical Authority.

25. Preservation/Packaging/Packing/Marking (Z0402C, 1992-04-01)

Preservation, packaging, packing and marking shall be in accordance with the Contractor's standard domestic commercial practice to ensure safe delivery at destination.

26. Task Authorization B9054C (2011-05-16)

Work or a portion of Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Technical Authority will provide the Contractor with a description of the task using a Task Authorization form .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority), within 14 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

27. Task Authorization - Limitation of Expenditures C0204C (2011-05-16)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as detailed below, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

28. Task Authorization Limit (C9011C, 2011-05-16)

The Technical Authority may authorize individual task authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

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ANNEX A

STATEMENT OF WORK

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ANNEX B

BASIS OF PAYMENT

ANNEX B**BASIS OF PAYMENT**

Milestone Number	Milestone Description	% of bidder's lot price	Due Date MACA	Milestone Amount
001	Agreement by Canada that the Contractor has completed project initiation meeting	1%	TBD	TBD
002	Agreement by Canada that the Contractor has completed Preliminary Design Review	1%	TBD	TBD
003	Agreement by Canada that the Contractor has completed Critical Design Review	2%	TBD	TBD
004	Agreement by Canada for procurement of long-lead items, such as: engines, transmissions, and rotor components	3%	TBD	TBD
005	Final Aircraft Acceptance of helicopter # 1 IAW the SOW by Canada at the contractors' facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
006	Delivery Inspection of helicopter # 1 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	12 MACA	TBD
007	Final Aircraft Acceptance of helicopter # 2 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
008	Delivery Inspection of helicopter # 2 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	13 MACA	TBD
009	Final Aircraft Acceptance of helicopter # 3 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
010	Delivery Inspection of helicopter # 3 IAW the	(90% / #	14 MACA	TBD

	SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	helos) / 2		
011	Final Aircraft Acceptance of helicopter # 4 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
012	Delivery Inspection of helicopter # 4 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	15 MACA	TBD
013	Final Aircraft Acceptance of helicopter # 5 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
014	Delivery Inspection of helicopter # 5 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	16 MACA	TBD
015	Final Aircraft Acceptance of helicopter # 6 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
016	Delivery Inspection of helicopter # 6 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	17 MACA	TBD
017	Final Aircraft Acceptance of helicopter # 7 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
018	Delivery Inspection of helicopter # 7 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	18 MACA	TBD
019	Final Aircraft Acceptance of helicopter # 8 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD

020	Delivery Inspection of helicopter # 8 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	19 MACA	TBD
021	Final Aircraft Acceptance of helicopter # 9 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
022	Delivery Inspection of helicopter # 9 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	20 MACA	TBD
023	Final Aircraft Acceptance of helicopter # 10 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
024	Delivery Inspection of helicopter # 10 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	21 MACA	TBD
025	Final Aircraft Acceptance of helicopter # 11 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
026	Delivery Inspection of helicopter # 11 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	22 MACA	TBD
027	Final Aircraft Acceptance of helicopter # 12 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
028	Delivery Inspection of helicopter # 12 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	23 MACA	TBD
029	Final Aircraft Acceptance of helicopter # 13 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD

030	Delivery Inspection of helicopter # 13 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	24 MACA	TBD
031	Final Aircraft Acceptance of helicopter # 14 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
032	Delivery Inspection of helicopter # 14 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	25 MACA	TBD
033	Final Aircraft Acceptance of helicopter # 15 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
034	Delivery Inspection of helicopter # 15 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	26 MACA	TBD
035	Final Aircraft Acceptance of helicopter # 16 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
036	Delivery Inspection of helicopter # 16 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	27 MACA	TBD
037	Final Aircraft Acceptance of helicopter # 17 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
038	Delivery Inspection of helicopter # 17 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	28 MACA	TBD
039	Final Aircraft Acceptance of helicopter # 18 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD

040	Delivery Inspection of helicopter # 18 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	29 MACA	TBD
041	Final Aircraft Acceptance of helicopter # 19 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
042	Delivery Inspection of helicopter # 19 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	30 MACA	TBD
043	Final Aircraft Acceptance of helicopter # 20 IAW the SOW by Canada at the contractor's facility. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	TBD	TBD
044	Delivery Inspection of helicopter # 20 IAW the SOW after delivery by the Contractor. All issues identified have been rectified to the satisfaction of Canada.	(90% / # helos) / 2	31 MACA	TBD
045	Final receipt of all deliverables	3%	TBD	TBD
	Additional Items			
050	Each additional optional Factory Training for pilots (up to 4 personnel)			
051	Each additional optional Factory Aircraft Maintenance Course (4 personnel)			
052	Hourly rate for Field Service Representative on as required basis for the duration of the Contract. (T & L excluded)			
053	The Contractor shall be paid for reasonable Travel and Living expences that have been pre-approved by the Technical Authority			
054	The Contractor shall be paid for reasonable Travel and Living expences that have been pre-approved by the Technical Authority.			
055	For the provision of spares the Contractor			

	agrees to supply parts at the list price less _____ percent .			
056	For the provision of Ground Support Equipment the Contractor shall be paid the bid price for each equipment purchased.			
057	For the provision of additional Tooling and Equipment the contractor shall be paid the bid price for each tooling or equipment purchased.			
058	For Technical Authority approved tasks the Contractor shall be paid the firm price or hourly rate negotiated at tasking approval.			
059	Reserved			
	Optional Item Pricing			
070	The provision of fuel flow control on both collective controls			
071	Paperless cockpit including but not limited to VFR/IFR charts, approach plates, flight manuals and company publications			
072	Inside of all access panels and compartments painted white (engine, main rotor transmission, hydraulics)			
073	Extendable Seat Belts			
074	External hard Point			
080	Spare Parts			
090	Tooling and Equipment			

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100	Ground Support Equipment			

1. Standard Pricing Spares Parts List

Material shall be quoted using Contractors most recent Catalogue list price discounted at Government Rate of _____% .

2. Travel and Living

For authorized Travel and Living reasonably and properly incurred in accordance with the Contractor's Travel Directives, not to exceed Treasury Board Travel Directives .

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

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ANNEX C

INDUSTRIAL REGIONAL BENEFITS REQUIREMENTS

(See Annex C IRB Model Contract Attached)

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ANNEX D

FINANCIAL BID PROPOSAL

ANNEX D

FINANCIAL BID PROPOSAL

1.1 General

1.1.1 This Annex provides instructions regarding the use of the Financial Bid Proposal by the Bidder. It provides a description of how the Financial Bid is to be completed and submitted separately by the Bidder as part of the Bidder's proposal.

1.1.2 All data required to complete the Financial Bid is contained within the Table below.

1.1.3 It is important the Bidder inserts its data into the appropriate Part, as instructed within the Pricing Table.

1.2 Financial Bid Proposal

1.2.1 Bidders shall submit their financial bid in accordance with the details in RFP. Line items from 001a to 001i for the light helicopter shall be priced as if that line item will be purchased at Contract award. Canada may purchase up to a maximum of 20 light helicopters (line item 001i).

Canada may also make payment for expensive parts and long lead items procured and received provided that the parts have been paid for by the contractor and the ownership of the parts can be transferred to Canada. This will be discussed after contract award.

Table 1

Contract Line Item No.	Description	QTY	Unit of Issue	Firm unit or Lot price
001a	For the construction and delivery of twelve (12) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	12	Lot	
001b	For the construction and delivery of thirteen (13) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	13	Lot	
001c	For the construction and delivery of fourteen	14	Lot	

	(14) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.			
001d	For the construction and delivery of fifteen (15) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	15	Lot	
001e	For the construction and delivery of sixteen (16) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	16	Lot	
001f	For the construction and delivery of seventeen (17) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	17	Lot	
001g	For the construction and delivery of eighteen (18) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	18	Lot	
001h	For the construction and delivery of nineteen (19) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	19	Lot	
001i	For the construction and delivery of twenty (20) CCG light helicopters in configuration A including P2, P3, P4, P5, P6 and P7 in accordance with section 2.2.7 of the Bid Evaluation Plan.	20	Lot	
	Additional Items			
002	Each additional optional Factory Training for pilots (up to 4 personnel)	1	Lot	
003	Each additional optional Factory Aircraft Maintenance Course (4 personnel)	1	Lot	
004	Hourly rate for Field Service Representative on as required basis for three (3) years from Contract Award. (T & L excluded)	1	Hourly Rate	

005	For the provision of spares the Contractor agrees to supply parts at the list price less _____ percent .	% less than list price	% less	
010				
	Optional Item Pricing			
011	The provision of fuel flow control on both collective controls	Price per helicopter	Each	
012	Paperless cockpit including but not limited to VFR/IFR charts, approach plates, flight manuals and company publications	Price per helicopter	Each	
013	Inside of all access panels and compartments painted white (engine, main rotor transmission, hydraulics)	Price per helicopter	Each	
014	Extendable Seat Belts	1	Each	
015	External hard Point	Price per helicopter	Each	

Spare Parts

CLIN #	Description	Manufacturer	Model #	Part #	Quantity	U o I	Firm Unit Price

Tooling and Equipment

CLIN #	Description	Manufacturer	Model #	Part #	Quantity	U o I	Firm Unit Price

Ground Support Equipment

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CLIN #	Description	Manufacturer	Model #	Part #	Quantity	U o I	Firm Unit Price

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Annex E

Bid Evaluation Plan

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Annex F

Mission Profiles

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Annex G

Bid Scoring Sheet