

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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet AIRCRAFT HYDRAULIC CART		
Solicitation No. - N° de l'invitation T8493-150009/A	Date 2015-07-31	
Client Reference No. - N° de référence du client T8493-150009		
GETS Reference No. - N° de référence de SEAG PW-\$CAG-010-25302		
File No. - N° de dossier 010cag.T8493-150009	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-10		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Johnston, Charlene		Buyer Id - Id de l'acheteur 010cag
Telephone No. - N° de téléphone (819) 956-0118 ()		FAX No. - N° de FAX (819) 997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE OTTAWA Ontario K1V9B2 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

T8493-150009/A

Amd. No. - N° de la modif.

File No. - N° du dossier

010cagT8493-150009

Buyer ID - Id de l'acheteur

010cag

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

T8493-150009

CCC No./N° CCC - FMS No/ N° VME

THIS PAGE IS INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

1.1	Security Requirements.....	2
1.2	Statement of Requirement.....	2
1.3	Trade Agreements.....	2

PART 2 – BIDDER INSTRUCTIONS

2.1	Standard Instructions, Clauses and Conditions	2
2.2	Submission of Bids	3
2.3	Enquiries – Bid Solicitation	3
2.4	Applicable Laws	3

PART 3 – BID PREPARATION INSTRUCTIONS

3.1	Technical Bid	4
3.2	Financial Bid	4
3.3	Certifications	4

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1	Evaluation	5
4.2	Basis of Selection	5

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1	Certifications required with the Bid	6
5.2	Certifications precedent to Contract Award and Additional Information	6

PART 6 – RESULTING CONTRACT CLAUSES

6.1	Security Requirements	7
6.2	Requirement	7
6.3	Standard Clauses and Conditions	8
6.4	Term of Contract	8
6.5	Authorities	9
6.6	Payment	10
6.7	Certifications	12
6.8	Applicable Laws	12
6.9	Priority of Documents	12
6.10	Insurance	13

ANNEX 'A' STATEMENT OF REQUIREMENT.....	14
---	----

ANNEX 'B' DELIVERY ADDRESSES	15
------------------------------------	----

PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this procurement

1.2 Statement of Requirement

Aircraft hydraulic carts for BELL 429 and BELL 412 EPI helicopters
As per attached Requirements, Annex “A”

1.2.1 The requirement is detailed under the “Line Item Details
and Part 6 – Resulting Contract Clauses

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

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement
on Government Procurement (WTO-AGP), the North American Free Trade Agreement
(NAFTA), and the Agreement on Internal Trade (AIT). The Comprehensive Land Claims
Agreements (CLCA's) do not apply as the services do not take place within CLCA areas
nor are these services specifically destined for populations within CLCA areas.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date
and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions
of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2015/07/03) Standard Instructions - Goods or Services - Competitive
Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3 of Section 01 Integrity Provisions – Bid of the Standard Instructions

2003 incorporated by reference above is deleted in its entirety and replaced with the following:

List of Names:

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA).
- b. These bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

Canada requests that Bidders 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;
- (b) use a numbering system that corresponds to the bid solicitation.

3.1 Technical Bid

Bidders must provide seven Aircraft Hydraulic Power Carts that meet the requirements identified at Annex "A".

3.2 Financial Bid

3.2.1 Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.2.2 Exchange Rate Fluctuation

C3010T 2013-11-06

3.3 Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1 Evaluation

4.1.1 Mandatory Technical Criteria

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

- i. Material condition must be New as described in Part 6.

Meet all mandatory requirements identified at Annex "A".

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- ii. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxed included, and Applicable Taxes excluded.
- iii. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs, duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB destination. Bids will be assessed on an FOB destination basis and must be delivered to:

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders. (A0222T, 2014/06/26)

4.2 Basis of Selection

Lowest compliant Bid

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their Bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of Section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders, who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1. There is no security requirement applicable to this Contract.

6.2 Requirement

6.2.1 The Contractor must provide the item(s) detailed under the "Line Item Details" and as detailed herein.

6.2.2 Condition of Material - Contract

The Contract must provide material that is new production of current manufacture supplied by the principal manufacturer or it's accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.
(B1006C, 2014/06/26)

6.2.3 New Material, Condition is defined as follows:

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

The owner of the design or manufacturing rights to the items; or
The authorized manufacturer or agent/distributor of the of design or manufacturing rights to the items; or

Distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or

Maintenance organizations approved/accredited by TC or repair stations certified by the Federal Aviation Administration (FAA).

6.2.4 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) to the addresses listed in Annex “B”, Incoterms 2000 for shipments from a commercial contractor.

(D4001C, 2008/12/12)

6.2.5 Incomplete Assemblies

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

(D9002C, 2007/11/30)

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A, 2015-07-03, General Conditions – Goods (Medium Complexity), apply to and form part of the contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before January 6, 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Charlene Johnston
Title:	Supply Officer
Organization:	Public Works and Government Services Canada Acquisition Branch, Defence and Major Projects Sector Civilian Aircraft Division (CAG)
Address:	Place du Portage, Phase III, 8C1 11Laurier Ave. Gatineau, QC K1A 0S5
Tel :	(819) 956-0118
Fax :	(819) 997-0437
E-Mail :	Charlene.Johnston@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Tel :	
Fax :	
E-Mail :	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

DELIVERY – FOLLOW UP		GENERAL INQUIRIES	
Name:		Name:	
Title:		Title:	
Telephone:		Telephone:	
Fax:		Fax:	
E-Mail:		E-Mail:	

6.6 Payment

6.6.1 Basis of Payment – DDP – Delivery Duty Paid

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

- a. Price: Firm Unit Price as specified in "Line Item Details"
- b. GST/HST: Extra, if applicable
- c. DDP: Destination _____

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Exchange Rate Fluctuations Adjustment

(C3015C, 2014/11/27)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i₀

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i₁

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date of goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business date of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.6.3 Method of Payment – Multiple Payments

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

- a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. All such documents have been verified by Canada;
 - c. The work delivered has been accepted by Canada.
- (H1001C, 2008/05/12)

6.6.4 Invoice Instructions

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

Each invoice must be supported by a copy of the release and any other documents as specified in the Contract.

Invoices must be distributed as follows:

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

6.7 Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.8 Applicable Laws

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

6.9 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, 2010A, 2015-07-03
- (c) Annex "A", Requirement;
- (d) Annex "B", Delivery Addresses
- (e) the Contractor's bid dated _____

Solicitation No. - N° de l'invitation
T8493-150009
Client Ref. No. - N° de réf. du client
5U25

Amd. No. - N° de la modif.
File No. - N° du dossier
T8493-150009

Buyer ID - Id de l'acheteur
010CAG
CCC No./N° CCC - FMS No./N° VME

6.10 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill it's 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.

(G1005C, 2008/05/12)

ANNEX "A"

REQUIREMENT

Seven (7) Aircraft hydraulic carts

SPECIFICATIONS:

- **Must utilize fluid MIL-PRF-87257**
- **Must be capable of 8.5 GPM (38.64 LPM), 2500 PSI Pressure**
- **Must be able to apply hydraulic pressure to the No. 1 and No. 2 system to 1500 psi plus or minus 100 psi at the same time**
- **Must be able to adjust the flow rate (Variable flow) and pressure on both systems**
- **Voltage is to be 220-240, 60 Hz, 3 Phase**
- **Power Length is 50 feet**
- **Must have a Fluid Sampling Valve meeting ANSI T2.24.1-1991**

MINIMUM:

- **Must have wheels for ease of movement in the hangar**
- **Must have provisions for moving with a fork lift**
- **Pressure and return filters must be minimum 5 – microns Absolute**

CAPABILITY:

- **Must have provisions for storing the hydraulic hoses, fittings and power cable on the cart**
- **The Dual system must be capable of accomplishing a crossover check for simulating helicopter main system failure to test secondary system for correct operation**

ANNEX "B" **DELIVERY ADDRESSES**

Work Stands - CCG Helicopter bases in Canada

BASE	ADDRESS	QUANTITY	DATE REQUIRED
Atlantic Region			
Shearwater, NS	Transport Canada CCG Helicopter Section Hangar 101, Magnificent Ave. CFB Shearwater, NS B0J 3A0	1 - Hangar	December 1, 2015
Charlottetown, PEI	Transport Canada CCG Helicopter Section 180 Maple Hills Ave, Suite Charlottetown, PE C1C 1N2	1 - Hangar	December 1, 2015
St-John, NB	Transport Canada CCG Helicopter Section 1 Ward St., Peter's Wharf Saint John, NB E2L 4X6	1 - Hangar	January 6, 2016
St-John's, NL	Transport Canada CCG Helicopter Section General Services Building RCAF Road St. John's, NL A1A 6A8	1 - Hangar	October 1, 2015
Stephenville, NL	Transport Canada CCG Helicopter Section P.O. Box 417 6 California Drive Stephenville, NL A2A 2Z5	1 - Hangar	November 1, 2015
Central and Arctic region			
Québec, QC	Transports Canada / Transport Canada Section hélicoptères de la GCC / CCG Helicopter section 705, 7ième Ave Aéroport de Québec / Quebec Airport Québec, QC G2G 2T7	1 - Hangar	October 1, 2015
Parry Sound, ON	Transport Canada CCG Helicopter Section 28 Waubeek St Parry Sound, ON P2A 1B9	1 - Hangar	November 1, 2015