



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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**

<b>Title - Sujet</b> Nitrogen Generator	
<b>Solicitation No. - N° de l'invitation</b> W0125-17CR06/A	<b>Date</b> 2016-12-05
<b>Client Reference No. - N° de référence du client</b> W0125-17-CR06	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-508-7077	
<b>File No. - N° de dossier</b> KIN-6-46166 (508)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Weaver, Tammy	<b>Buyer Id - Id de l'acheteur</b> kin508
<b>Telephone No. - N° de téléphone</b> (613) 484-1809 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 8 WING TRENTON, 8 AMS Tire Bay 10 Hanger BLDG 575 Trenton Ontario K0K3W0 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**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

### 1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.3 Trade Agreements

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

## 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>) 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** (2016-04-04) 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, is amended as follows:

Delete: 60 days

Insert: 90 days

### 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 10 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 \_\_\_\_\_. (*Insert the name of the province or territory*)

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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.

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.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

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

### 3.1.1 Electronic Payment of Invoices – Bid

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

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Proposals which do not meet all of the Mandatory Technical Requirements at the bid closing will be considered to be non-compliant and will be given no further consideration. The evaluation will only be based on the information provided with the bid. References to Internet sites or information that is not included will not be evaluated. The Mandatory Technical Criteria are:

1. The Bidder must provide technical literature to prove that the equipment complies with each and every one of the Mandatory Technical Specifications specified in Annex A, Statement of Requirement. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the requirements of all of the Mandatory Technical Specifications will result in the bid being declared as non-compliant.
2. The Bidder must provide a letter from the manufacturer(s) stating the Bidder has been authorized to sell and service the proposed equipment in Canada for a minimum of one year.
3. The Bidder must provide a letter from the manufacturer(s) stating that all parts for the proposed equipment will be stocked in Canada at minimum March 31, 2020.

#### 4.1.2 Mandatory Financial Evaluation

1. Bidder must provide pricing in Canadian funds, DDP at destination.
2. Evaluation will be done by multiplying the unit price by the quantity to arrive at the extended price.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection - Mandatory Technical Criteria

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

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications 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.

##### 5.1.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_p](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)rogram.page?&\_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 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 the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A \(2016-04-04\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2010A 09 (2014-09-25) Warranty Delete 12 Months  
Insert 24 Months

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of contract award to 2 months inclusive.

#### 6.4.2 Delivery Date

While delivery is requested by 28 February 2017, the best delivery that could be offered is \_\_\_\_\_ .

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Weaver  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2<sup>nd</sup> Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8059/613-484-1809  
Facsimile: 613-545-8067  
E-mail address: Tammy.Weaver@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: (to be provided at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are *included* and Applicable Taxes are extra.

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

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.6.3 Single Payment

[H1000C](#) (2008-05-12) Single Payment

### 6.6.4 Electronic Payment of Invoices – Contract

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

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

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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

### **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

### **6.10 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 supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (c) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity),
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_.

### **6.11 Shipping Instructions - Free on Board Destination and Delivered Duty Paid**

FOB Destination Department of National Defence, 8 Wing, 8 AMS Tire Bay, 10 Hangar, Bldg 575, Trenton, Ontario including all delivery charges and customs duties and Applicable Taxes.

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## ANNEX "A"

### STATEMENT OF REQUIREMENT

The contractor shall supply, deliver and install aircraft nitrogen generator and associated training to Canadian Forces Base Trenton which meet the following Mandatory Technical Specifications;

#### A. Nitrogen Generator

1. Machine Type Nitrogen generator.
2. Construction Rigid frame, floor mounted, or skid mounted
3. Operation Electrically operated.
4. Room Dimensions 7'10"H, 8'10"D, 5'W. Entrance door dimensions: 6'11"H, 70.5"W
5. Tire Fill Pressures 0psi-300psi
6. Electric Supply 120/600V, 50/60Hz is available at Tire-Bay.
7. Documentation 2 sets of instruction and maintenance manuals including parts lists in English language. Additional documentation is available at extra costs.
8. Additional Information:
  - a) Must provide a purity of 95% N2 as a minimum. Must be capable of providing enough N2 to fill 1-15 tires in a 24 Hour period.
  - b) Must be able to perform its duty in estimated ranges are 0 – 60 deg C and 0 – 70% humidity, in an enclosed poorly ventilated room that is 10' X 14' X 8'h 3 drywall walls, ceiling, and 1 cinder block wall with a double steel door. There are no windows and only a 5" X 14" exhaust vent installed in the ceiling for any ventilating requirements.
  - c) Must have a dB sound level acceptable for indoor use(peak 105dB). Must be able to inflate a C130 Hercules Main Wheel (56"x20.00-20) in 10Min+-5Min.

#### B. Installation, Commissioning, Training, Manuals, Warranty and Technical Support, Delivery.

##### **Installation**

CFB Trenton personnel will remove the existing nitrogen generator and move it to an area clearly out of the way of the nitrogen generator.

Any work benches, or piece of equipment that are in the way during installation are to be removed by the CFB Trenton personnel.

Hours of operation of 8AMS Tire-Bay are 07:00 AM to 3:00 PM EST. Approval of any afterhours installation and commissioning is at the discretion of the Commanding Officer of 8AMS.

The Contractor will install the nitrogen generator at CFB Trenton ON, 8AMS Tire-Bay. Installation includes unloading and mounting the generator to the floor to the manufacturer's specifications. This includes all hardware and rigging to mount the nitrogen generator.

Electrical hookup will be done by CFB Trenton CE Electrical shop. One week notice must be given by the Contractor to CFB Trenton CE Electrical shop before the nitrogen generator's arrival on-site.

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### **Commissioning**

The Contractor will commission and operate the nitrogen generator to ensure that it operates within the Contract's required specification and the manufacturer's specifications. A commissioning document sheet will be signed by the owner and the supplier.

### **Training**

At CFB Trenton, the Contractor will provide complete training to a minimum of 3 technicians to a maximum of 5 technicians. Training is to include all materials and manuals.

### **Manuals**

The Contractor will provide 2 sets of instruction and maintenance manuals including parts lists in English. Manuals are to be provided in either hard copy or electronic format on CD.

### **Warranty**

Parts warranty: min 2 years. Warranty will commence on the day of the commission of the nitrogen generator.

### **Technical Support**

Technical Support Services will be provided by the Contractor during normal working hours 8:00 a.m. to 4:00 p.m. local time by telephone or on-site, at no charge during the two year warranty period for the equipment.

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**ANNEX "B"**

**BASIS OF PAYMENT**

The contractor will be paid in accordance with the following basis of payment for work performed / deliverables received, pursuant to the contract.

**Delivery Duty Paid firm lot price for training, supply, delivery and installation of;**

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
001	Nitrogen Generator	1		
			<b>GST/HST:</b>	
			<b>Evaluated Price:</b>	

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**ANNEX “C” to PART 3 OF THE BID SOLICITATION  
ELECTRONIC PAYMENT INSTRUMENTS**

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

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