



**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**

**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

<b>Title - Sujet</b> Gearbox Assembly	
<b>Solicitation No. - N° de l'invitation</b> T8493-190037/A	<b>Date</b> 2019-11-01
<b>Client Reference No. - N° de référence du client</b> T8493-190037	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAG-005-27490	
<b>File No. - N° de dossier</b> 005cag.T8493-190037	<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 2019-12-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wallingford, Carol	<b>Buyer Id - Id de l'acheteur</b> 005cag
<b>Telephone No. - N° de téléphone</b> (873) 469-3843 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT AIRCRAFT SERVICES DIRECTORATE 200 COMET PRIVATE OTTAWA Ontario K1V9B2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Gearbox Assembly Part No. - N° de la partie: 429-042-001-101	T8493	T8561	2	Each	\$	\$	See Herein	

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no Security Requirements associated with this bid solicitation.

### 1.2 Requirement

Procurement of Gearbox Assembly for the Bell 429.

#### 1.2.1 Material Condition – New

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.

#### 1.2.2 Substitute Products

Substitute parts must be accompanied with proper Airworthiness Certification and any other information for Transport Canada review and acceptance using Annex B – Substitution Notice.

### 1.3 Comprehensive Land Claims Agreement(s)

This procurement is not subject to the Comprehensive Land Claims Agreement as the goods will not be delivered in a claim Land.

### 1.4 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.

### 1.5 Trade Agreements

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

- World Trade Organization Agreement on Government Procurement (WTO-AGP);
- North American Free Trade Agreement (NAFTA);
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA); and
- Canadian Free Trade Agreement (CFTA).

## 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 (2017/04/27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) 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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid as follows:

Section I: Financial Bid must be provide on "Line Item Detail" pages only. No prices must be indicated in any other section of the bid; and

Section II: Certifications (one hard copy) - Bidders must submit the certifications and additional information required under Part 5.

### 3.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the Mandatory Technical Criteria and Financial evaluation criteria specified below:

### 4.2 Mandatory Technical Criteria

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the Mandatory Technical Criteria and Financial evaluation criteria.

- a) Comply with Material Condition stipulated in the bid solicitation
- b) Comply with Terms and Conditions stipulated in the bid solicitation

### 4.3 Financial Evaluation

The price of the bid will be evaluated as follows:

Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

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 their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis. 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.

### 4.4 Basis of Selection

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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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 website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no Security Requirements associated with this requirement.

### 6.2 Requirement

Purchase of Gearbox Assembly for the Bell 429 aircraft.

#### 6.2.1 Material Condition - New Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

##### a) New Materiel - Definition

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 owner of the 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).

### 6.4 General Conditions

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

### 6.5 Delivery Date

All the deliverables must be received as per "Line Item Detail" of the contract.

### 6.6 Authorities

#### 6.6.1 Contracting Authority

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

Public Service and Procurement Canada (PSPC) Land and Air Equipment Procurement and Support Sector	<b>Carol Wallingford</b>
Address:	Place du Portage, Phase III, 7C2, 11 Laurier, Gatineau, QC K1A 0S5
Telephone:	873-469-3843
E-mail address:	Carol.wallingford@pwgsc.gc.ca

## 6.6.2 Contractor's Representative

Company:	
Representative:	
Telephone:	
E-mail address:	

## 6.7 Payment

### OPTION 1

#### 6.7.1 Basis of Payment – Firm Unit Price – Delivery Duty Paid (DDP)

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
- 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.

### OPTION 2

#### 6.7.1 Basis of Payment – Free Carrier Contractor's Plant (FCA)

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

- a. Price: Firm Unit Price
- b. GST/HST: Extra, if applicable
- c. DUTY: Extra, if applicable and payable by the consignee
- d. FCA: Contractor's Plant Facility \_\_\_\_\_

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.

#### 6.7.2 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)

## 6.8 Invoicing Instructions

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

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;



- 
- the Work delivered has been accepted by Canada.

## **6.9 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.

## **6.10 Applicable Laws**

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

## **6.11 Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016/04/04) General Conditions - Goods (Medium Complexity);
- and
- (c) the Contractor's bid dated \_\_\_\_\_