

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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 Pin Mill	
Solicitation No. - N° de l'invitation 5K003-130160/B	Date 2012-09-21
Client Reference No. - N° de référence du client 5K003-130160	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-108-8197	
File No. - N° de dossier WPG-2-35096 (108)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-09	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Perkins, Bill	Buyer Id - Id de l'acheteur wpg108
Telephone No. - N° de téléphone (204) 983-0275 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN GRAIN COMMISSION 1622-303 MAIN STREET WINNIPEG MANITOBA R3C 3G8 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 Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Canadian Grain Commission (CGC) Pulse Research Unit requires the supply and delivery of one (1) Laboratory Pin Mill to expand pulse research projects . Delivery is to be to the CGC, Winnipeg, Manitoba on or before March 15, 2013. Details of the requirement are outlined in Annex A, Requirement.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the

corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

B3000T Equivalent Products (2006-06-16)

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries 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 Manitoba.

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

1. Bid Preparation Instructions

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

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of pricing as per the instructions in Annex "B", Basis of Payment.

1.2 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

2. Basis of Selection

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

3. Security Requirement

There is no security requirement.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

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

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.3 Canadian Content Certification

2.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

- () the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A" and the Basis of Payment at Annex "B".

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4. of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Supplemental General Conditions

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **March 15, 2013**.

The best delivery date we are able to offer is _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bill Perkins
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

100-167 Lombard Ave
Winnipeg, MB, R3C 2Z1

Telephone: 204-983-0275
Facsimile: 204-983-7796
E-mail address: bill.perkins@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.

5.2 Project Authority

The Project Authority for the Contract is: **TBD**

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25), Limitation of Price

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.4 SACC Manual Clauses

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

7. Invoicing Instructions

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

8. Certifications

8.1 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.

9. Applicable Laws

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

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 4001 (Hardware Purchase, Lease and Maintenance; 2010-08-16),
- (c) the general conditions 2010A (2012-07-16) - General Conditions Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated TBD.

11. SACC Manual Clauses

A3060C	Canadian Content Certification	(2008-05-12)
A9068C	Government Site Regulations	(2010-01-11)
B7500C	Excess Goods	(2006-06-16)
C5201C	Prepaid Transportation Costs	(2008-05-12)
D5328C	Inspection and Acceptance	(2007-11-30)

12. Insurance

SACC Manual Clause G1005C (2008-05-12), Insurance

ANNEX "A" - REQUIREMENT

The Canadian Grain Commission (CGC) Pulse Research Unit requires the supply and delivery of one (1) Laboratory Pin Mill to expand pulse research projects. Delivery is to be to the CGC, Winnipeg, Manitoba on or before March 15, 2013.

Background of Requirement:

Laboratory Pin Mill for the Canadian Grain Commission

"Pulse" is a derivative of the Latin word *puls*, meaning "porridge". Pulses are the edible seeds of legumes, like beans, chickpeas, lentils and peas. They are rich, not only in protein and starch, but also in other nutrients such as fiber, vitamins and minerals. Pulse production in Canada has been increasing rapidly during the last 10 years and increased emphasis on the export of Canadian pulse crops has given rise to an increased demand for information on their end-use quality.

The Pulse Research Program section of the Grain Research Laboratory (GRL) at the Canadian Grain Commission (CGC) is to support the CGC's mandate, which is to establish and maintain standards of quality for Canadian grain and regulate Canada's grain handling system, to ensure a dependable commodity for domestic and export markets. The quality assurance program delivered by the CGC assures consistent and reliable grain quality that meets the needs of international and domestic markets.

The primary objective of the Pulse Research Program at the CGC is to provide insights into the factors that affect biochemical components and end-use quality of Canadian pulse crops. This research meets the needs of pulse producers, marketers and processors for pulse quality information. It also enhances the marketability of Canadian pulses, which supports the CGC's grain quality assurance system. The Pulse Research Program also involves developing new or improved methods for measuring and assessing pulse end-use quality. This research provides the pulse industry with consistent and objective measurements for pulse quality and in turn supports the evolution of grain standards that meet changing industry needs.

In order to meet the demand of the Canadian pulse industry on pulse end-use quality and to support the CGC mandate, the GRL's Pulse Research Unit needs a laboratory pin mill to expand pulse research projects. A pin mill is a piece of equipment with which a pulse material is broken into a finer end product. A pin mill consists of two vertical steel plates with horizontal projections (pins) on their near faces. One disc is stationary whereas the other disc is rotated at high speed. The material is fed by gravity in through a hopper, and is thrown outwards by centrifugal action and broken against of the projections (pins) before it is discharged to the outer body of the mill and falls under gravity from the bottom of the mill.

**PLEASE SEE THE ATTACHED MANDATORY TECHNICAL SPECIFICATION CRITERIA
SPREADSHEET**

Solicitation No. - N° de l'invitation

5K003-130160/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg108

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

5K003-130160

WPG-2-35096

ANNEX "B" - BASIS OF PAYMENT

Bidders are required to quote, firm unit price(s), FOB Destination, full parts and warranty, including all delivery and offloading charges and customs duty charges. GST (if applicable) is extra. (PST Exempt 390516-0)

Item	Description	Qty	Unit of Issue	Unit Price	Extended Price
1	Laboratory Pin Mill (as detailed herein)	1	each	\$	\$
2	Shipping	1	each	\$	\$
	TOTAL				\$