

**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**

<b>Title - Sujet</b> Skid-Steer Loader	
<b>Solicitation No. - N° de l'invitation</b> 01634-140235/A	<b>Date</b> 2013-11-05
<b>Client Reference No. - N° de référence du client</b> AAFC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-016-8727	
<b>File No. - N° de dossier</b> WPG-3-36179 (016)	<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 2013-12-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<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> Hall, Marlene	<b>Buyer Id - Id de l'acheteur</b> wpg016
<b>Telephone No. - N° de téléphone</b> (204) 984-6423 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD Morden Research Station 101 Route 100 MORDEN Manitoba R6M1Y5 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

<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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## REQUEST FOR PROPOSAL SKID-STEER LOADER

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

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

### 3. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

B1000T      2007-11-30      Condition of Material

### 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 ten (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

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 (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>). 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.

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## **Section II: Financial Bid**

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

### **1.1 Exchange Rate Fluctuation**

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.

#### **1.1 Technical Evaluation**

- (a) Ability to perform the full scope of work as described in Annex A, Requirement and Annex C, Compliance Matrix;
- (b) Provision of pricing as detailed in Annex B, Basis of Payment.

#### **1.2 Financial Evaluation**

*SACC Manual* Clause A0222T (2013-04-25), Evaluation of Price

### **2. 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**

Bidders must provide the required certifications and documentation 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - Labour's website.

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.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

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

### 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.

#### 3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), 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 31, 2014.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marlene Hall  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue  
Winnipeg, MB. R3C 2Z1

Telephone: 204-984-6423  
Fax: 204-983-7796  
E-mail address: marlene.hall@pwgsc-tpsgc.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: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are excluded 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.

### 6.2 Single Payment

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

### 6.3 SACC Manual Clauses

C2000C	2007-11-30	Taxes - Foreign-based Contractor
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax
		- Foreign-based Contractor

## 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.

Agriculture & Agri-Food Canada  
Morden Research Station  
101 Route 100  
Morden, MB  
Canada R6M 1Y5

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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.

## 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 general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Compliance Matrix;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 11. SACC Manual Clauses

B1501C (2006-06-16) Electrical Equipment  
B7500C (2006-06-16) Excess Goods  
C5201C (2008-05-12) Prepaid Transportation Costs  
D5328C (2007-11-30) Inspection and Acceptance  
G1005C (2008-05-12) Insurance

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**ANNEX "A"****REQUIREMENT**

Agriculture & Agri-Food Canada, Morden Research Station in Morden Manitoba requires the supply and delivery of one (1) Skid-Steer Loader as detailed in Annex C, Compliance Matrix. The Morden Research Station supports various cropping programs both on station and off-station. The Skid-Steer will be used for the grounds for landscaping and general maintenance purposes. The Skid-Steer must be new and of the current production model.

**Compliance Matrix - Mandatory Performance Specifications**

A complete list of the mandatory performance specifications are detailed in Annex C - Compliance Matrix, attached as a PDF document. For a copy of the Excel document, please contact the PWGSC Contracting Authority:

Marlene Hall

Email: marlene.hall@pwgsc-tpsgc.gc.ca

**Bidders must** show compliance by addressing each Performance Specification in Annex C, whether the product offered "meets" or "doesn't meet". Bidders are requested to provide supporting documentation, outlined in Annex C, to demonstrate compliance for each item.

**Bidders must** address any concerns with the Performance Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

**Delivery**

All the deliverables must be received on or before March 31, 2014. **The best delivery date Contractor can offer is \_\_\_\_\_ (ARO).**

## ANNEX B BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below. Applicable taxes are extra, if applicable, and is to be shown as a separate item on any resulting invoice.

Prices below are firm unit prices, in Canadian funds including all components and thirty-six (36) month full machine warranty. The 36 month full machine warranty includes all parts and/or service.

**Delivery, FOB Destination:** **Agriculture & Agri-Food Canada**  
**Morden Research Centre**  
**101 Route 100**  
**Morden, MB.**  
**Canada R6M 1Y5**  
**Attn:** \_\_\_\_\_

**Make and Model # Offered** \_\_\_\_\_

Bidder to provide a detailed list of all items that will be part of the Skid-Steer loader.

Item	Description	Qty	Unit of Issue	Unit Price
1	<b>Skid-Steer Loader</b> In accordance with the mandatory performance specifications detailed in Annex C - Compliance Matrix.  Includes all necessary components to provide a 100% turnkey system to AAFC, Morden Research Station in Morden, Manitoba.	1	each	\$
2	<b>Installation, Assembly Charges</b> To install and assemble the new Skid-Steer Loader at AAFC, Morden Research Station in Morden, Manitoba	1	each	\$
3	<b>Delivery including freight and offloading charges, FOB Destination</b> to AAFC, Morden Research Station, 101 Route 100 Morden, Manitoba (Canada)	1	each	\$
<b>SUB-TOTAL</b>				\$
<b>Applicable Taxes</b>				\$
<b>TOTAL</b>				\$

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## **ANNEX C**

### **COMPLIANCE MATRIX**

Reference attached PDF document - Annex C, Compliance Matrix.