

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**1550 D'Estimaerville Avenue**  
**1550, Avenue d'Estimaerville**  
**Québec**  
**Québec**  
**G1J 0C7**  
**FAX pour soumissions: (418) 648-2209**

**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> Backhoe	
<b>Solicitation No. - N° de l'invitation</b> 5P301-140609/A	<b>Date</b> 2014-11-26
<b>Client Reference No. - N° de référence du client</b> 5P301-140609	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$BAL-002-16218	
<b>File No. - N° de dossier</b> BAP-4-37245 (002)	<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 2015-01-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<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> Larouche, Denise	<b>Buyer Id - Id de l'acheteur</b> bal002
<b>Telephone No. - N° de téléphone</b> (418) 677-4000 (4137)	<b>FAX No. - N° de FAX</b> (418) 677-3288
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARCS CANADA CENTRE OPÉRATIONNEL 1501 BOULEVARD FORRILLON GASPÉ QUÉBEC G4X6M1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

<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>

**Issuing Office - Bureau de distribution**  
TPSGC/PWGSC  
BFC Bagotville, CP 380  
CFB Bagotville, PO Box 380  
Bâtiment 62, local 112  
Building 62, Room 112  
Alouette  
Québec  
G0V1A0

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## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

Provide a backhoe as specified in Annex A hereto and made a part of this document.

### **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 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 (2014-09-25) 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: sixty (60) days

Insert: (120) days

#### 1.1 **SACC Manual clause**

B1000T (2014-06-26), 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.

Your proposal must be transmitted **by fax to no. (418)648-2209** or **by mail** to the following address:

➔ Bid Receiving Unit

Public Works and Government Services Canada (PWGSC)  
1550 d'Estimauville Avenue  
quebec City, Quebec, Canada G1J 0C7

### **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 province of Quebec.

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 ( 1 copy)

Section II: Financial Bid ( 1 copy)

Section III: Certifications (1 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.

#### 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. Exchange Rate Fluctuation

SACC Manual Clause A3010T (2013/11/06), Exchange Rate Fluctuation Risk Mitigation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## 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

#### 1.1.1 Mandatory Technical Criteria

Any interested bidder **must submit the technical specifications with its bid a shop drawing or a detailed data sheet of the product offered and its components on official document relating to the proposed equipment**, in order to demonstrate that the proposed equipment meets all technical requirements listed at Annex A.

- ➔ Any proposal that does not clearly demonstrate compliance with **each of the technical requirements listed** in Annex A will be **considered non-responsive**.

### 1.2 Financial Evaluation

*SACC Manual* Clause A0220T (2014/06/26), Evaluation of Price

## 2. Basis of Selection

### 2.1 A0031T (2010-08-16) Mandatory Criteria



## **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Requirement

Provide a backhoe as specified in Annex A hereto and made a part of this document.

### 2. 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.

#### 2.1 General Conditions

2010A (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

All the deliverables must be received on or before **March 31, 2015**.

#### 3.2 SACC Manual Clause

**D0018-C (2007-11-30), Delivery and Unloading**

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Larouche

Title: Supply Officer

Telephone: (418)677-4000 ext. 4137

E-mail address: denise.larouche@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.

## 4.2 Project Authority (to be completed at the contract award)

The Project Authority for the Contract is:

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.

## 4.3 Offeror's Representative

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

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

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

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

## 5. Payment

### 5.1 Basis of Payment - Firm unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract,

the Contractor will be paid a firm unit price \$\_\_\_\_\_, as specified in the **Annex "B"**.

Custies duties are included and Aplicable Taxes are extra.

Canada will not pay 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.

### 5.2 SACC Manual clause

H1000C (2008-05-12) Single payment

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## 6. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions 2010A. Invoices cannot be submitted until all work identified in the invoice is completed.

## 7. Certifications

### 7.1 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.

## 8. Applicable Laws

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

## 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 (2014-09-25) - Goods (Medium Complexity);
- (c) Annex A, Required Specifications;
- (d) Annex B, Pricing;
- (e) the Contractor's bid dated \_\_\_\_\_

## 10. SACC Manual clause

### 10.1 B1501C (2006-06-16) Electrical Equipment

### 10.2 Delivery, Inspection and Acceptance

Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Paid (DDP) Parc National Forillon, Centre Opérationnel 1501, boulevard Forillon Gaspé, Qc. G4S 6M1, Qc. Incoterms 2000 for shipments from a commercial contractor.

Annex "A" Specifications /  
Annex "B" Pricing

## Annex A

### Specifications:

The backhoe shall include (but not be limited to) the following characteristics:

#### Ref. Part. 4 / 1.1.1 Mandatory Technical Criteria

Art.	Main Specifications	
1	Engine gross horsepower(HP)	From 90-110 HP
2	Type of fuel supply system	Diesel
3	Standard transmission; front and rear	5-speed automatic
4	Traction/propulsion	<b>4 drive wheels</b>
5	Ride control system	Included
6	Backhoe telescopic arm	Included
7	Hydraulic line for a future inch	Included
8	Rear bucket	24 and 12 inches
9	Full cab with conditioned air	Included
10	Front loader with standard bucket	Included
11	Front and rear quick coupler with internal control	Included
12	Full front flanges	Included
13	AM-FM radio	Included
14	Protection plate for“drive shaft”	Included
15	Front and rear wiper, front windshield washer	Included

Art.	Main Specifications	
Engine		
16	Engine gross horsepower (HP)	90-110 HP
17	Engine block heater	Included
18	Engine starting aid - cold weather	Preheater plugs
19	Exhaust pipe/muffler	Fully integrated exhaust
20	Engine shutdown	Key switch
Électrique		
21	Type	12 volts 120 amps. min
Transmission		
22	Standard automatic transmission; front and rear	5-speed min.
23	Reverse gear; forward/reverse	Standard
24	Steering	Power steering
Tires		
25	Type	Standard
Front loader		
26	Minimum capacity of bucket	0,86 m³ min
27	Minimum height of lift	3.40 m min.
28	Minimum width	2,18 m min
29	Quick coupler	Included
Rear excavator		
30	Extendable mast	Included
31	Quick coupler	Included
32	12-inch ditching bucket	Included
33	24-inch bucket	Included
34	Hydraulic line to accommodate a future inch	Included

Art.	Main Specifications	
Safety equipment		
35	Safety belts	Standard
36	Safety switches	Standard
37	Operator presence control (OPC)	Standard
38	Safe starting system	Standard
39	Brakes	Disk servo brakes
40	Parking brakes	Included
41	Slow-motion vehicle(SMV) triangle	Standard
42	Lights /  Flashers	All lights, rear, front, emergency and steering with <b>roof rotating Light / 4 safety ones</b>

**Inclusions:**

- Delivery must be included in the submission price;
- The backhoe and the equipment must be assembled and ready to be used upon delivery (oils, fuel, tires and any required preparation and installation) and included in the prices;
- A shop drawing or a detailed technical description sheet for the offered product and its components shall accompany the submission;
- Maintenance manual with delivery.

Manual and maintenance must be in French and English and provided upon delivery.



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## Annex B

### Pricing

Item	Description	Qty	Firm Price (Taxes Extras)
1	<b>Backhoe lathe accordance with the specifications described in Annex "A"</b>  <b>Brand Name Offered:</b> <hr/> <hr/> <b>Model offered:</b> <hr/> <hr/>	1 ea	\$_____
2	Manual and maintenance in French and English:	1 lot	\$_____
3	<b>Preparation, Delivery, and Unloading:</b> To: Parc National Forillon, Centre Operationnel 1501 blv. Forillon, Gaspé Qc. G4X 6M1	1 lot	\$_____
4	For total of: ----->		\$_____