

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Government of Canada Building
101 - 22nd Street East, Suite 110
Saskatoon
Sask.
S7K 0E1
Bid Fax: (306) 975-5397

**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 Bobcat Track Loader	
Solicitation No. - N° de l'invitation 5P412-140444/A	Date 2014-12-10
Client Reference No. - N° de référence du client 5P412-140444	
GETS Reference No. - N° de référence de SEAG PW-\$STN-191-4743	
File No. - N° de dossier STN-4-37042 (191)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-20	
Time Zone Fuseau horaire Central Standard Time CST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gerstmar, Denise	Buyer Id - Id de l'acheteur stn191
Telephone No. - N° de téléphone (306) 241-1018 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Parks Canada Prince Albert National Park Hwy 264, Maintenance Compound Waskesiu Lake SK S0J 2Y0	

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/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

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

Solicitation No. - N° de l'invitation

5P412-140444/A

Amd. No. - N° de la modif.

File No. - N° du dossier

STN-4-37042

Buyer ID - Id de l'acheteur

stn191

CCC No./N° CCC - FMS No/ N° VME

5P412-140444

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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT	2
1.2 DEBRIEFINGS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES - BID SOLICITATION	2
2.4 APPLICABLE LAWS	3
PART 3 - BID PREPARATION INSTRUCTIONS	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	4
4.1 EVALUATION PROCEDURES	4
4.2 BASIS OF SELECTION	4
PART 5 - CERTIFICATIONS	5
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	5
PART 6 - RESULTING CONTRACT CLAUSES	6
6.1 SECURITY REQUIREMENTS	6
6.2 REQUIREMENT	6
6.3 STANDARD CLAUSES AND CONDITIONS	6
6.4 TERM OF CONTRACT	6
6.5 AUTHORITIES	6
6.6 PAYMENT	7
6.7 INVOICING INSTRUCTIONS	8
6.8 CERTIFICATIONS	8
6.9 APPLICABLE LAWS	8
6.10 PRIORITY OF DOCUMENTS	8
6.11 INSURANCE	8
ANNEX "A"	9
REQUIREMENT	9
ANNEX "B"	11
BASIS OF PAYMENT	11

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.

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 (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: 60 days
Insert: 180 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 15 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 Saskatchewan.

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 (one (1) hard copies)
Section II: Financial Bid (one (1) hard copies)
Section III: Certifications (one (1) hard copies)

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

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 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation
5P412-140444/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn 191

Client Ref. No. - N° de réf. du client
5P412-140444

File No. - N° du dossier
STN-4-37042

CCC No./N° CCC - FMS No./N° VME

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 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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

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 this Contract.

6.2 Requirement

The Contractor must provide one (1) T770 Bobcat Compact Track Loader (IT4) in accordance with 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 (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **25 March 2015**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Gerstmar
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western
Address: 110-101 22nd Street East, Saskatoon SK S7K 0E1
Telephone: 306-241-1018
Facsimile: 306-975-5397
E-mail address: denise.gerstmar@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.

Solicitation No. - N° de l'invitation
5P412-140444/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn 191

Client Ref. No. - N° de réf. du client
5P412-140444

File No. - N° du dossier
STN-4-37042

CCC No./N° CCC - FMS No./N° VME

6.5.2 Project Authority

The Project Authority for the Contract is:

To be determined.

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: _____

Title: _____

Company Name: _____

Address: _____

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

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

6.6.4 SACC Manual Clauses

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

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.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9 Applicable Laws

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

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 general conditions 2010A (2014-09-25), Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Insurance

SACC *Manual* clause G1005C (2008-05-12), Insurance

ANNEX "A" REQUIREMENT

Item Description	Quantity	Part #	Meet	Does not Meet
T770 Bobcat Compact Track Loader (IT4)	1	M0185	_____	_____

The T770 Bobcat Compact Track Loader must come with the following:

	Part #	Meet	Does not Meet	Page # in Brochure/ Literature
1) 92 HP Turbo Interim Tier 4		_____	_____	_____
2) Diesel Engine		_____	_____	_____
3) Air Intake Heater – Automatically Activated		_____	_____	_____
4) Auxiliary Hydraulics: Variable Flow		_____	_____	_____
5) Backup Alarm		_____	_____	_____
6) Bob-Tach		_____	_____	_____
7) Bobcat Interlock Control System (BICS)		_____	_____	_____
8) Controls: Bobcat Standard		_____	_____	_____
9) Engine/Hydraulic Systems Shutdown		_____	_____	_____
10) Horn		_____	_____	_____
11) Instrumentation: Engine Temp. & Fuel Gauges, Hourmeter, RPM Aand Warning Lights		_____	_____	_____
12) Lift Arm Support		_____	_____	_____
13) Lift Parth: Vertical		_____	_____	_____
14) Lights, Front & Rear		_____	_____	_____
15) Operator Cab:				
○ Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt		_____	_____	_____
○ Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471		_____	_____	_____

○ Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level 1		_____	_____	_____
16) Parking Brake: Spring Applied, Pressure Released (SAPR)		_____	_____	_____
17) Tracks: Rubber, 17.7" wide		_____	_____	_____
18) A91 Option Package (qty:1)	M0185-P01-A91	_____	_____	_____
19) Cab Enclosure with Heat and AC		_____	_____	_____
20) Engine Block Heater		_____	_____	_____
21) High Flow Hydraulics		_____	_____	_____
22) Attachment Control Kit		_____	_____	_____
23) Sound Reduction		_____	_____	_____
24) Cab Accessories Package		_____	_____	_____
25) Hydraulic Bucket Positioning		_____	_____	_____
26) Two Speed Travel		_____	_____	_____
27) Power Bob-Tach		_____	_____	_____
28) 3 Point Seat Belt		_____	_____	_____
29) Deluxe Instrument Panel		_____	_____	_____
30) Keyless Start		_____	_____	_____
31) Selectable Joystick Controls (SJC) (Qty: 1)	M0185-R01-C04	_____	_____	_____
32) Air Ride Seat (Qty: 1)	M0185-R05-C12	_____	_____	_____
33) Roller Suspension Carriage (Qty:1)	M0185-R21-C04	_____	_____	_____
34) Radio (Qty: 1)	M0185-R26-C02	_____	_____	_____
35) Municipal Strobe kit		_____	_____	_____
36) Warranty Work – performed at a shop located within 300 km of Waskesiu Lake, Sk.		_____	_____	_____

Solicitation No. - N° de l'invitation
5P412-140444/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn 191

Client Ref. No. - N° de réf. du client
5P412-140444

File No. - N° du dossier
STN-4-37042

CCC No./N° CCC - FMS No./N° VME

ANNEX "B"
BASIS OF PAYMENT

- ❖ All prices exclude GST
- ❖ Prices are in Canadian Dollars
- ❖ FOB Destination

<u>Item Description</u>	<u>Quantity</u>	<u>Part #</u>	<u>Price</u>	<u>Extended Price</u>
T770 Bobcat Compact Track Loader (iT4)	1	M0185	\$_____ / each	\$_____

TOTAL \$ _____