

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

**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 SKID STEER AND ATTACHMENTS	
Solicitation No. - N° de l'invitation F4709-146477/A	Date 2015-02-24
Client Reference No. - N° de référence du client F4709-14-6477	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-123-5201	
File No. - N° de dossier HAL-4-72090 (123)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-07	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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: Lockyer (HAL), Jeff	Buyer Id - Id de l'acheteur hal123
Telephone No. - N° de téléphone (902) 496-5636 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS REAL PROPERTY MANAGER 1190 WESTMOUNT ROAD SYDNEY NOVA SCOTIA B1R2J6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Solicitation No. - N° de l'invitation

F4709-146477/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal123

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F4709-14-6477

HAL-4-72090

The bid solicitation package is to be inserted at this point and forms part of this document.

Le jointe au dossier de demande de soumissions doit être insérée ici et fait partie du présent document.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Requirement

Public Works and Government Services Canada on behalf of Fisheries and Oceans Canada has the requirement for the supply and delivery of one (1) Diesel powered, Wheeled Skid Steer Loader and Attachments in accordance with the requirement specified herein.

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

1.4 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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.

"Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. 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](#))

for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.”

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

Delete: sixty (60) days
Insert: ninety (90) 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 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 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 Nova Scotia.

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 offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (**2 hard copies**)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A bid must comply with all the mandatory technical criteria in accordance to Annex **C – Mandatory Technical Criteria** to be declared responsive.

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

An offer must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a contract.

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](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) 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 Requirement

Public Works and Government Services Canada on behalf of Fisheries and Oceans Canada has the requirement for the supply and delivery of one (1) Diesel powered Wheeled Skid Steer Loader and Attachments in accordance with the requirement specified herein.

6.2 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

It is understood and agreed that if awarded a Contract, the Contractor's best delivery date offered is _____ days from date of award. (as specified by the Bidder)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Lockyer
Title: Supply Officer
Public Works and Government Services Canada
Real Property Contracting

Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: (902) 496-5636
Facsimile: (902) 496-5016
E-mail address: Jeffrey.lockyer@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.

6.5.2 Project Authority

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.7 Payment

6.7.1 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. 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.

6.8 Invoicing Instructions

H5001C Invoicing Instructions (2008-12-12)

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.

6.9 Certifications

6.9.1 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.

6.10 Applicable Laws

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

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 (General Conditions - Goods (Medium Complexity) (2014-11-27) 2010A);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Technical Criteria);
- (f) Annex D, Code of Conduct Requirement;
- (g) the Contractor's bid dated _____ (*insert date of bid*)

ANNEX "A"

REQUIREMENT

Fisheries and Oceans Canada Sydney, NS, has the requirement for **one (1)** Diesel powered, Wheeled Skid Steer Loader and Attachments.

Mandatory requirements for the wheeled skid-steer loader:

1. Diesel engine to have a minimum of 60 hp.
2. Cold start aid package or glow plug system
3. A hydraulic system with a flow rate capable of operating attachments such as; a backhoe attachment and snow blade.
4. Engine cooling fan to be a hydraulically driven, on demand type to reduce ambient noise
5. Two or more selectable speed ranges.
6. Attachments to be mounted by a hydraulically operated coupling system, to be controlled from inside the cab
7. Bucket with equal width of the machine, with a bolt on cutting edge
8. Engine block heater
9. 12v Battery with minimum 925 CCA
10. Alternator with minimum 70 amp output
11. Engine speed to be controlled by either a hand lever or a foot pedal
12. Lift-arm hydraulic controls to include a load level-lift function
13. A minimum of 8" ground clearance under the body of the machine
14. Front accessory hydraulic couplers with hoses/piping routed inside the lift-arm
15. Totally enclosed cab that is pressurized, has in-cab heating and air-conditioning, includes sound mitigation measures, and an air filtration system
16. Standard AM/FM/AUX stereo sound system
17. Horn and back-up alarm
18. Interior rear-view mirror
19. Fire extinguisher mounted in a bracket
20. Revolving amber strobe light on the roof, hard wired to a switch inside the cab
21. Supplier to have access to a global network of parts, service, and technical assistance.
22. Provide operations, parts, and service manual(s). English as a minimum

Required attachments:

23. Backhoe attachment with trenching bucket for doing trenching work for conduit and water line excavation, repair of drainage ditches, and other landscaping work.
24. Snow Bucket of equal width of the machine with a bolt on cutting edge.
25. Construction Bucket with equal width of the machine with bolt on teeth.

Warranty

26. The contractor must supply a minimum of one (1) year warranty on components, parts, and installation for the costs incurred to replace defective parts and components.
27. The contractor must supply a minimum of two (2) year powertrain warranty.

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ANNEX "B"

BASIS OF PAYMENT

The bidder must provide a firm lot price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded, FOB Destination, transportation included, Canadian customs duties and excise taxes included.

Delivery is Delivery Duty Paid (DDP) Incoterms 2000. The contractor is responsible for all delivery charges, administration costs and risks of transport and customs clearance, including the payment of customs duties and taxes to the destination.

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

Description:

Firm Lot Price:

For the supply and delivery of one
(1) Diesel Powered Wheeled Skid Steer
Loader and Attachments to Department
Of Fisheries and Oceans Canada
located at 1190 Westmount
Road, Sydney, Nova Scotia, B1R 2J6.
as specified in Annex A - Requirement, and Annex C –
Mandatory Technical Criteria.

Total Firm Lot Price: \$_____ (GST/HST excluded)

Make/Model Offered:_____

ANNEX "C"

Mandatory Technical Criteria

No.	Specification	Compliance		Comment(s)/ Cross Reference
		Meet	Does Not Meet	
I.	The Wheeled Skidsteer and Attachments must have the following specifications:			
A.	Diesel engine to have a minimum of 60 hp			
B.	Cold start aid package or glow plug system			
C.	A hydraulic system with a flow rate capable of operating attachments such as; a backhoe attachment and snow blade.			
D.	Engine cooling fan to be a hydraulically driven, on demand type to reduce ambient noise.			
E.	Two or more selectable speed ranges.			
F.	Attachments to be mounted by a hydraulically operated coupling system, to be controlled from inside the cab			
G.	Bucket with equal width of the machine, with a bolt on cutting edge			
H.	Engine block heater			
I.	12v Battery with minimum 925 CCA			
J.	Alternator with minimum 70 amp output			
K.	Engine speed to be controlled by either a hand lever or a foot pedal			
L.	Lift-arm hydraulic controls to include a load level-lift function			
M.	A minimum of 8" ground clearance under the body of the machine			
N.	Front accessory hydraulic couplers with hoses/piping routed inside the lift-arm			
O.	Totally enclosed cab that is pressurized, has in-cab heating and air-conditioning, includes sound mitigation measures, and an air filtration system			
P.	Standard AM/FM/AUX stereo sound system			
Q.	Horn and back-up alarm			

R.	Interior rear-view mirror			
S.	Fire extinguisher mounted in a bracket			
T.	Revolving amber strobe light on the roof, hard wired to a switch inside the cab			
U.	Supplier to have access to a global network of parts, service, and technical assistance.			
V.	Provide operations, parts, and service manual(s). English as a minimum			
II	Required attachments:			
W.	Backhoe attachment with trenching bucket for doing trenching work for conduit and water line excavation, repair of drainage ditches, and other landscaping work.			
X.	Snow Bucket of equal width of the machine with a bolt on cutting edge.			
Y.	Construction Bucket with equal width of the machine with bolt on teeth.			
III	Warranty			
Z.	The contractor must supply a minimum of one (1) year warranty on components, parts, and installation for the costs incurred to replace defective parts and components. The contractor must supply a minimum of two (2) year powertrain warranty.			

Required:

Canada reserves the right to verify that any and all of the mandatory specifications are met prior to award of contract.

Mandatory specifications found **not** to be met will result in a non-compliant bid, and if found after contract award may result in the **termination** of the contract.

Bidder certifies that all of the mandatory requirements as indicated in Annex A are met:

Signature: _____

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ANNEX D

CODE OF CONDUCT REQUIREMENTS

Bidder must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;

Complete Legal Name of Supplier: Supplier Address:

Supplier Address: _____

Supplier PBN: _____

Solicitation Number:

F4709-146477

Contracting Officer Signature Block:

Jeff Lockyer

Supply Officer

Atlantic Region Acquisitions

Public Works and Government Services Canada

5th Floor, Dominion Public Building

1713 Bedford Row, Halifax, NS B3J 3C9

jeffrey.lockyer@pwgsc-tpsgc.gc.ca

Telephone / Téléphone: (902) 496-5636

Facsimile / Télécopieur: (902) 496-5016

Government of Canada / Gouvernement du Canada

List of Directors: Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Board of Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.