

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

**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> Crop Sprayer	
<b>Solicitation No. - N° de l'invitation</b> 01913-160005/A	<b>Date</b> 2015-04-22
<b>Client Reference No. - N° de référence du client</b> 01913-160005	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-014-5002	
<b>File No. - N° de dossier</b> MCT-5-38001 (014)	<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 2015-06-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<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> MacDonald, Charline	<b>Buyer Id - Id de l'acheteur</b> mct014
<b>Telephone No. - N° de téléphone</b> (506) 851-6067 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD 1200 Brackley Point Road Harrington Prince Edward Island C1E 1P9 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**

NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement - Bid**

The requirement is detailed under Article 6.2 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: 120 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.

Due to the nature of the bid solicitation, **bids transmitted by electronic mail to PWGSC will not be accepted.**

#### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.3 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 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 Prince Edward Island.

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 (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-) (<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.

**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**

Mandatory Technical Criteria as specified in Annex "A".

**4.1.2 Financial Evaluation**

SACC Manual Clause [A0222T](#) (2014/06/26), Evaluation of Price

## 4.2 Basis of Selection

SACC Reference	Section	Date
A0031T	Basis of Selection - Mandatory Technical Criteria	2010/08/16

## 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](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 - Contract**

The Contractor must provide the items detailed under 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](#) (2014/11/27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables must be received on or before June 30, 2015.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Charline MacDonald  
Title: A/Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1

Telephone: (506) 851-6067  
Facsimile: (506) 851-6759  
E-mail address: Charline.MacDonald@pwgsc-tpsgc.gc.ca

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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:

#### Details will be provided in any resulting contract

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 (bidder please complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

#### **Basis of Payment - Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B", Basis of Payment. 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 Terms of Payment**

SACC Manual clause H1000C (2008/05/12) Single Payment

### **6.6.4 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C2000C	Taxes - Foreign-based Contractor	2007/11/30

## **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.

## **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.

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## 6.9 Applicable Laws

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

## 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 (2014/11/27), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.11 SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9068C	Government Site Regulations	2010/01/11
B1501C	Electrical Equipment	2006/06/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

## 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Agriculture and Agri-Food Canada, Harrington Farm, 1200 Brackley Point Road, Harrington, Prince Edward Island, C1E 1P9) Incoterms 2000 for shipments from a commercial contractor.

**ANNEX "A" - REQUIREMENT**

**MANDATORY REQUIREMENTS:**

Bids **MUST** meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders **MUST** respond with complete specifications and/or descriptive literature of the equipment being offered.

**The complete specifications and/or descriptive literature should be submitted with the proposal** but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this 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.

Any proposal which fails to meet all mandatory specifications and requirements will be deemed non-responsive. Each requirement should be addressed separately.

**Any changes to the requirement and/or questions will be answered with an amendment to the solicitation and posted on the Government Electronic Tendering System (GETS) at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca).**

**Technical Specifications for Crop Sprayer:**

	<b>Technical Specifications</b>	<b>Comply Yes/No</b>	<b>Supplier's Cross Reference to Technical Offer (indicate page #)</b>	<b>Supplier Comments:</b>
	<b>HITCH</b>			
1	Category II, 3-point Hitch			
	<b>PUMP</b>			
2	<b>Type:</b> Diaphragm with Positive displacement			
3	<b>Output:</b> 49 GPM, U.S. (182 min) maximum			
4	<b>Pressure:</b> 0-220 psi (0-1500 kpa) minimum			
5	<b>Driveline:</b> 540 RPM p.t.o. drive complete with shaft and shields Note: pump similar to Hardi model 363			
	<b>BOOM</b>			
6	Width minimum 48 FT (15.5M) to be compatible with the number of nozzles required and spacing of nozzles.			

Technical Specifications		Comply Yes/No	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
7	<b>Type:</b> Self-leveling with self-stabilizing trapeze suspension.			
8	<b>Folding:</b> Individual-front folding hydraulic wings, individual wing tilt, cylinders and hoses included			
9	<b>Boom Height:</b> Hydraulic adjustable, cylinders and hoses included			
10	<b>Boom Make-up:</b> Left side has 22 nozzles, centre has 5 nozzles and right side has 22 nozzles (12 inch centers). The 22 nozzles on each wing are again split in 13 and 9 with the 9 being on the end. All section separately activated and has pressure compensation when one or more section is shut off. Number of nozzles required on each side and middle for the ability to turn on and off, for different widths of potato experiments.			
11	<b>Control:</b> In cab joystick			
<b>TANK</b>				
12	Polyethylene, minimum 350 Us gallons (1400 litres) maximum 450 Us gallons. Deep sump to allow most of liquid to be pumped out, with agitator, top-mounted drain control and adjustable pressure agitation.			

Technical Specifications		Comply Yes/No	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
<b>NOZZLES</b>				
13	<b>Triple Nozzle body type:</b> Triplet (3 nozzles per body, swivel turn by hand)			
14	<b>Nozzle Type:</b> 1 cone nozzle (similar to Hardi 1553-12 with blue screens and with gray swirl plate)			
15	<b>Nozzle spacing:</b> 12" (30cm) fixed required to accommodate pre-existing potato trials.			
16	All Nozzles to be non-Drip Type			
<b>REQUIRED OPTIONS</b>				
17	Chemical inductor with container rinse kit			
18	Minimum 4" pressure gauge			
19	Minimum 12 Volt power junction box			
20	Clean water dispenser			
21	EC electric controls (motorized valves) with 3 separate banks, self-cleaning filter and in-cab controls			

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Technical Specifications		Comply Yes/No	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
22	Constant boom pressure compensation			
23	External solution level indicator (sight gauge)			
24	Operator's and parts manuals			
25	The tender specifications are based on a Hardi 350 Type field sprayer to ensure compatibility with existing Row Crop TM155 New Holland Tractor electronic controls, part inventory, personnel training and repair manuals. Specifications can be found at <a href="http://www.tractordata.com/farm-tractors/003/1/3/3139-new-holland-tm155.html">http://www.tractordata.com/farm-tractors/003/1/3/3139-new-holland-tm155.html</a> .			
26	Supplier must have an authorized parts/service depot within 2 hours of Charlottetown, PE			
27	Delivery date on or before June 30, 2015. To be delivered to Harrington Farm, 1200 Brackley Point Road, Harrington, PE.			

**ANNEX "B" – BASIS OF PAYMENT**

<b>Essential Items</b>						
<b>Item No.</b>	<b>Description</b>	<b>OEM Brand Name and Model Number</b>	<b>Unit of Issue</b>	<b>Quantity</b>	<b>Unit Price*</b>	<b>Extended Price</b>
1	Crop Sprayer as per the Mandatory Technical Specifications and Requirements at Annex "A".		Each	1	\$ _____	\$ _____
<b>Less Trade-In Credit:</b>						
Bidders must quote price(s) including and excluding item (s) stated herein for trade-in. Any resulting contract awarded must be made on the basis of including or excluding the trade-in depending on which offer is most favourable to the Customer.						
<b>Item No.</b>	<b>Description</b>	<b>OEM Brand Name and Model Number</b>	<b>Unit of Issue</b>	<b>Quantity</b>	<b>Trade-In Credit*</b>	<b>Extended Trade-In Credit</b>
2	2007 Hardi 250 with 48 foot boom. Item can be seen at the Harrington Farm by contacting Ryan Drake at (902) 394-4408.	2007 Hardi 250	Each	1	(-\$ _____)	(-\$ _____)
					Net Price after Trade-in (Extended Price – Extended Trade-In Credit) Total cost for evaluation purposes	\$ _____
<b>Applicable Taxes Extra</b>						

\* Unit price MUST include ALL charges.