

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada\Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
The Cambridge Building
3 Queen Street/3, rue Queen
Charlottetown
Prince Edward Island
C1A 4A2

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

All enquiries are to be submitted in writing to the Contracting Authority, Crystal Bysterveldt, either by facsimile 902-566-7514 or by e-mail at crystal.bysterveldt@pwgsc.gc.ca

Title - Sujet Rock Picker	
Solicitation No. - N° de l'invitation 01799-160447/A	Date 2015-08-25
Client Reference No. - N° de référence du client 01799-160447	
GETS Reference No. - N° de référence de SEAG PW-\$PWC-024-3677	
File No. - N° de dossier PWC-5-38060 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-06	
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: Bysterveldt, Crystal	Buyer Id - Id de l'acheteur pwc024
Telephone No. - N° de téléphone (902) 940-7122 ()	FAX No. - N° de FAX (902) 566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD P.O.BOX 20280 850 Lincoln Road FREDERICTON New Brunswick E3B4Z7 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
The Cambridge Building
3 Queen Street/3 rue, Queen
PO Box 1268/CP 1268
Charlottetown
Prince Ed
C1A 4A2

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

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

(Derived from - Provenant de: B4008T, 2014/06/26)

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.

1.3 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 (2015/07/03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a. 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(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

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

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.

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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 **New Brunswick**.

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 copies)

Section II: Financial Bid (1 copy)

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.

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 A0220T (2014/06/26), Evaluation of Price

4.2. Basis of Selection - Mandatory Technical Criteria

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

–PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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 Statement of Requirement

Requirement - Contract

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

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File No. - N° du dossier

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01799-160447

(Derived from - Provenant de: B4008C, 2014/06/26)

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2015/07/03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

All the deliverables must be received on or before 19 March 2015.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Crystal Bysterveldt
Title: Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 3 Queen Street
Charlottetown, PEI
C1A 4A2

Telephone: (902) 940-7122
Facsimile: (902) 566-7514
E-mail address: crystal.bysterveldt@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

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

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CCC No./N° CCC - FMS No/ N° VME

Telephone: _____

Facsimile: _____

E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

(Derived from - Provenant de: A1030C, 2007/05/25)

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment - Firm Price

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 \$ _____. 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.

6.7 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

6.7.1 Single Payment

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

6.7.2SACC Manual Clauses

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

6.8Invoicing 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.

(Derived from - Provenant de: H5001C, 2008/12/12)

6.9Certifications**6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.10Applicable Laws

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

6.11Priority 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 (2015/07/03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.12SACC Manual Clauses

SACC Reference	Section	Date
D0018C	Delivery and Uploading	2007/11/30
G1005C	Insurance	2008/05/12

Shipping Instructions - FOB Destination and DDP

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pwc024

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

01799-160447

File No. - N° du dossier

PWC-5-38060

CCC No./N° CCC - FMS No/ N° VME

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

FOB Destination (Fredericton, New Brunswick) including all delivery charges and customs duties and Applicable Taxes.

(Derived from - Provenant de: D4002C, 2013/04/25)

6.13Warranty Period

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada.

If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

(Derived from - Provenant de: K0031C, 2015/02/25)

ANNEX A MANDATORY TECHNICAL SPECIFICATIONS AND REQUIREMENTS

**REQUIREMENT: Brief Item Description
MANDATORY REQUIREMENTS:**

At the date of bid closing, bids MUST meet all the mandatory requirements specified herein.

Each specification and requirement must be evaluated separately. Bidders are requested to indicate, in the column provided, the relevant page number(s) from your proposal, specifications and descriptive literature which address each specification and requirement.

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.

Any deviations MUST be approved, in writing, PRIOR to bid closing by the Contracting Authority.

Any changes to the requirement and/or questions will be answered with an amendment to the solicitation and posted on « Buy and Sell » - Government Electronic Tendering Service (GETS).

	Item A1 - ITEM DESCRIPTION: Trailered Bed Rock picker as per the following Mandatory Technical Specifications and Requirements:	Compl y Yes or No	Supplier Comments	Supplier's Cross Reference to Technical Offer (indicate page #)	FOR Client Department only for TECHNICAL EVALUATION PURPOSES	
					MET / not MET	COMMENTS
	<u>Minimum Requirements for Components:</u>					
1	Equipment must be new and unused					
2	The rock picker must be equipped to meet all the latest safety standards.					
3	Must include a minimum one year full coverage warranty					

Item A1 - ITEM DESCRIPTION: Trailed Bed Rock picker as per the following Mandatory Technical Specifications and Requirements:	Compl y Yes or No	Supplier Comments	Supplier's Cross Reference to Technical Offer (indicate page #)	FOR Client Department only for TECHNICAL EVALUATION PURPOSES	
				MET / not MET	COMMENTS
Minimum Requirements for Components:					
4 Hopper Capacity: 95 Cubic Feet					
5 Dump Height: 37 inches					
6 Pickup: 3x25 inch, Hook Chain					
7 Spade width: 82 inches, replaceable cutting edge					
8 Drive: PTO c/w slip clutch					
9 Required HP Range: 75-125					
10 Tires: 425/65R, 12 ply					
11 Spindles: 8000 lb rating					
12 Hydraulics: Dual cylinders for Dump/tail gate and Spade lift					
13 DELIVERY: The <u>delivery</u> and <u>unloading</u> of goods MUST be no later than by March 19, 2016.					

ANNEX "B" - BASIS OF PAYMENT

Manufacturer Brand Name and Model Number Offered		Item No.	Description	Unit of Issue	Quantity	Unit Price (taxes excluded)
1	Trailed Bed Type Rock Picker as per the mandatory requirements and specifications listed in Annex "A".			Each	1	\$ _____

Unit price must include delivery and one (1) year warranty on parts and labour.

