



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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet Round Baler	
Solicitation No. - N° de l'invitation 01804-160727/A	Date 2015-12-31
Client Reference No. - N° de référence du client 01804-16-0727	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-307-9732	
File No. - N° de dossier HAL-5-75230 (307)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-09	Time Zone Fuseau horaire Atlantic Standard Time AST
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: Stevenson, Jacquelyn	Buyer Id - Id de l'acheteur hal307
Telephone No. - N° de téléphone (902) 403-3520 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD NAPPAN RESEARCH FARM 4016 HIGHWAY 302 NAPPAN NOVA SCOTIA B0L1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Requirement

Public Works and Government Services Canada on behalf of the Department of Agriculture and Agri-Food Canada has the requirement for the supply and delivery of one (1) ROUND BALER to the Nappan Research Farm 4016 Highway 302 Nappan, Nova Scotia, B0L 1C) in accordance with the requirement specified herein.

1.5 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.

1.7 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:

Delete: 60 days

Insert: 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.

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

2.4 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.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **NOVA SCOITA**.

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 copies)
Section III: Certifications (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 - **ANNEX B**. The total amount of Applicable Taxes must be shown separately.

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

A bid must comply with all the mandatory technical criteria in accordance to Annex A – 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 (GST) or the Harmonized Sales Tax (HST) excluded, FOB Destination, Canadian Customs duties and excise taxes included.

4.2 Basis of Selection

The offer must comply with the requirements of the bid solicitation and meet all the 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 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.

5.2 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](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 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

Public Works and Government Services Canada on behalf of the Department of Agriculture and Agri-Food Canada has the requirement for the supply and delivery of one (1) ROUND BALER to the Nappan Research Farm 4016 Highway 302 Nappan, Nova Scotia, B0L 1C0 in accordance with the requirement specified herein.

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 2015.09.03 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 MANDATORY Delivery Date

It is mandatory that all the deliverables requested are to be received on-site and set to work **ON OR BEFORE 31 MARCH 2016**. If the delivery cannot be met, the contract will be terminated.

It is understood and agreed that if awarded a Contract, the Contractor's best delivery date offered is _____ days from the date of award (as specified by the Bidder) **ON OR BEFORE 31 MARCH 2016**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: JACQUELYN STEVENSON
Title: SUPPLY OFFICER
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 BEDFORD ROW, HALIFAX, NS, B3J 3C9
Telephone: 902.403.3520
email: Jacquelyn.stevenson@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 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 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.

6.10 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 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 – General Conditions – Goods – Medium Complexity
- (c) Annex A Requirement;
- (d) Annex B Basis of Payment
- (e) Annex C Mandatory Technical Criteria
- (f) Annex D Integrity
- (g) The Contractor's bid **dated** _____

ANNEX "A"

REQUIREMENT

For the supply and delivery of one (1) Round Baler to the Agriculture & Agri-Food Canada, Nappan Research Farm, located in Nappan, Nova Scotia, B01 1C0 by March 31th 2016. The requirement includes Warranty Maintenance and Repairs of the Baler.

Mandatory Technical Criteria:

The Round Baler must:

- A. Be new, most current manufacturer model year still in production.
- B. Be from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 1 year.
- C. Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture.
- D. Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.
- E. Be delivery FOB Destination on site by March 31th 2016

The Round Baler must have the following Specifications:

- A. 4'x5' Round Baler
- B. Bale diameter range from 36"min to 60"max and bale width no less then 46.5"
- C. Silage Special (High-moisture kit)
- D. Net Wrap and twine
- E. Rotor Chop cutting system
- F. 2.07 meter hydraulic pick-up
- G. Pick up gauge wheels
- H. Endless Belts
- I. Flotation tires
- J. Automatic chain oiler
- K. Minimum tractor requirement 60 PTO HP
- L. Bale ramp ejector

Additional requirements

PDI: Pre-delivery inspection – Standard

Shipping: FOB Destination

Warranty

The contractor **must** supply a minimum of one (1) year/2000 hour total warranty on components, parts, and installation for the costs incurred to replace defective parts and components.

Warranty Maintenance and Repairs

The contractor **must** perform warranty maintenance and repairs on the vehicle.

The warranty maintenance and repairs must be in accordance with the requirements established by the manufacturer for the optimum performance of the vehicle; which includes associated equipment, and is applicable throughout the warranty period.

1. Warranty Maintenance and Repairs Schedule

a) The contractor **must** provide to the Technical Authority a Warranty Repairs and Maintenance Schedule that meets the specific requirements established by the manufacturer for the optimum performance of the vehicle, and associated equipment, during the warranty period.

The contractor **must** perform the Warranty Maintenance and Repairs of the vehicle in accordance with the schedule.

If Warranty Maintenance and Repairs Services are to be carried out on the AAFC site the service person must arrive on site to perform the work within 24 hours from the time that the Contractor is notified.

If Warranty Maintenance and Repairs Service are to be carried on outside of the AAFC site, the Maintenance and Repairs Services must be provided no more than 200 kilometres from the AAFC. 4016 Hwy 302 Nappan NS B0L 1C0

The Contractor must be capable of providing warranty service, on an "as and when" requested basis, and must have ready access to parts inventory from an authorized service/repair facility.

Integrated Logistical Support

The Contractor **must** ensure that spare parts required to properly maintain and repair completed vehicle(s) are readily available for purchase for a minimum period of ten (10) years.

1. Documentation

The Contractor **must** provide the following documentation:

Equipment Manuals - Manuals required for safe operation, maintenance and repair of the machine. It is preferred that a complete set of manuals be provided on CD/DVD-ROM, however, a complete set of Operator's Manuals **must** be provided in paper format, as a minimum, excluding the parts manual which may be available online. The Vehicle Manuals **must** include:

- i. Operator's Manuals – in English, as a minimum;
- ii. Parts Manuals – in English, as a minimum;
- iii. Maintenance, (Shop Repair), Manuals – in English, as a minimum.

a) Warranty Letter - The Contractor **must** supply a paper copy of the completed bilingual Warranty Letter with the vehicle. The Contractor **must** send a copy of the Warranty Letter, in electronic format, to the Technical Authority, at shipment.

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Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-5-75230

Buyer ID - Id de l'acheteur
HAL307
CCC No./N° CCC - FMS No./N° VME

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) **ROUND BALER**
to the Agriculture & Agri-Food Canada, Nappan
Research Farm, 4016 Highway 302 Nappan,
Nova Scotia, B0L 1C0.
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 Requirements – Cross Reference

THIS FORM MUST BE FILLED OUT WITH COMPLETED BID

Instructions: Bidders **must** indicate whether or not they comply with the Mandatory Technical Criteria. Bidders should include two (2) copies of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein.

Bidders **should** comment /cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria.

The Bidder **must** address each Mandatory Technical Criteria listed below and must indicate whether the product/service offered "Meets" or "Does Not Meet".

By submitting Annex "C" Mandatory Technical Criteria, the bidder certifies the product they are offering meets and will be built as per the Mandatory Technical Criteria.

It will be to your advantage to furnish as much detail as possible to support your comments and your claims of compliance for each specification.

NOTE: The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

No.	Specification	Compliance		Comment(s)/ Cross Reference
		Meet	Does Not Meet	
I.				
A.	Be new, most current manufacturer model year still in production, and must be from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 1 year.			
B.	Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture.			
C.	Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.			

No.	Specification	Compliance		Comment(s)/ Cross Reference
		Meet	Does Not Meet	
II.	The Round Baler must have the following Specifications:			
A.	4'x5' Round Baler			
B.	Silage Special (High-moisture kit)			
C.	Net Wrap and twine			
D.	Rotor Chop cutting system			
E.	2.07 meter hydraulic pick-up			
F.	Pick up gauge wheels			
G.	Endless Belts			
H.	Flotation tires			
I.	Automatic chain oiler			
J.	Minimum tractor requirement 60 PTO HP			
K.	Bale ramp ejector			
L.	Bale diameter range from 36" min to 60" max and bale width no less than 46.5"			

Required:

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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Buyer ID - Id de l'acheteur
HAL307
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

Integrity 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 PBN: _____

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 (Full Name and Position)
