



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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Self-Propelled Windrower - SK	
Solicitation No. - N° de l'invitation 01580-170943/A	Date 2017-01-10
Client Reference No. - N° de référence du client 01580-170943	
GETS Reference No. - N° de référence de SEAG PW-\$STN-191-4951	
File No. - N° de dossier STN-6-39053 (191)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-20	Time Zone Fuseau horaire Central Standard Time CST
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: Gerstmar, Denise	Buyer Id - Id de l'acheteur stn191
Telephone No. - N° de téléphone (306) 241-1018 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Agriculture & Agri-Food Canada Scott Research Farm PO Box 10 Hwy 374 Scott SK S0K 4A0	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Requirement

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.

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 (2016-04-04), 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.

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.

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2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one (1) hard copy)
Section II: Financial Bid (one (1) hard copy)
Section III: Certifications (one (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-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information 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) Ability to provide one (1) self-propelled windrower as per the specifications detailed in Annex A – Requirement. (By submitting a bid the bidder certifies they are capable of providing the requirement according to Annex A – Requirement specifications)

Compliance: YES _____ NO _____

- b) Provision of pricing as detailed in Annex B, Basis of Payment

Compliance: YES _____ NO _____

4.1.2 Financial Evaluation

The total aggregate bid price will be calculated by multiplying the unit price of the line item by the quantity requested.

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

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

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

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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

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide one (1) self-propelled windrower in accordance with the Requirement at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Warranty - Modification - General Conditions 2010A

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.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 31 March 2017.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Gerstmar
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western
Address: 600 – 2010 12th Avenue, Regina SK S4P 0M3

Telephone: 306-241-1018
Facsimile: 306-975-5397
E-mail address: denise.gerstmar@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

To be inserted at Contract Award

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – 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 Single Payment

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

6.6.4 SACC Manual Clauses

C2000C Taxes – Foreign-based Contractor 2007-11-30

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

To be inserted at Contract Award

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 and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04), Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

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6.11 SACC Manual Clauses

B1501C	Electrical Equipment	2006-06-16
D0018C	Delivery and Unloading	2007-1130

6.12 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" REQUIREMENT

Agriculture and Agri-Food Canada (AAFC), Scott Research Farm, Scott, Saskatchewan has a requirement for the supply and delivery of one (1) self-propelled windrower.

The windrower will replace the existing obsolete (1983 model) windrower currently inoperable, dilapidated and beyond repair. This would allow sustenance of plot and field functionality efficiently and economically by forming swaths of crops grown on these lands to thresh, producing saleable products, thus generating revenue. Thus, the said lands can be prepared for the growth of subsequent research plots and fill crops.

The windrower must 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.

DELIVERY

All the deliverables must be on or before 31 March 2017.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

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6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Requirement:	Manufacturer Offered:	Model number Offered#:
Self-propelled windrower		

Item #	Performance Specification	Status (M) Mandatory (D) Desirable*	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
1	General Specifications				
1.1	Windrower must be new with less than 20 hours on it.	Mandatory			
1.2	Any modifications to meet specification must be factory using only new parts	Mandatory			
1.3	Operator and Service Manuals in English must be supplied at time of delivery	Mandatory			
1.4	The unit must be supplied assembled, completely serviced and ready for operation	Mandatory			
2	Engine				
2.1	Minimum of 100 HP and maximum of 155 HP	Mandatory			
2.2	Water-Cooled, high-efficiency diesel engine	Mandatory			
2.3	Tier III or IV EPA emissions certified	Mandatory			
3	Electrical				
3.1	Alternator: minimum 130 amp	Mandatory			
3.2	Battery voltage: 12 volt	Mandatory			
4	Transmission				
4.1	Variable speed, hydrostatic	Mandatory			
4.2	Forward and reverse	Mandatory			

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5	Drive Wheels				
5.1	18.4 X 26 Bar Or 600/65 R28 Radial Bar	Mandatory			
6	Hydraulic, Tilt-Platform Headers				
6.1	15-Foot Draper to accommodate wheat, canola, barley and pea crops	Mandatory			
6.2	25-Foot Draper to accommodate wheat, canola, barley and pea crops	Mandatory			
6.3	Poly-skid plates	Mandatory			
6.4	Pick-up reels	Mandatory			
6.5	Minimum 45-inch crop clearance	Mandatory			
6.6	Variable, hydrostatic, reel-speed and positioning	Mandatory			
6.7	Fine-Knife sections	Mandatory			
6.8	Non-clog guards	Mandatory			
7	Chassis				
7.1	Must accommodate interchangeable platforms	Mandatory			
8	Accessories/ Safety Equipment				
8.1	Mounted, minimum of 6 foot and maximum of 8 foot, hydraulic swath roller	Mandatory			
8.2	Slow-moving sign	Mandatory			
8.3	Hazard, 4-way flashers	Mandatory			
9	Operators Station/ Cab				
9.1	Air conditioner/heater	Mandatory			
9.2	AM/FM Radio	Mandatory			
9.3	Windshield wiper blades	Mandatory			
9.4	Windshield shades	Mandatory			

NOTE: AAFC Scott Research Farm does NOT have unloading facilities – transportation company responsible to ensure trailer unit has unloading ramps to offload at site.

FOB Destination: Agriculture and Agri-Food Canada
Scott Research Farm
Highway 374
Scott, Saskatchewan, S0K 4A0
Canada

Solicitation No. - N° de l'invitation
01580-170973/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn191

Client Ref. No. - N° de réf. du client
01580-170973

File No. - N° du dossier
STN-6-39053

CCC No./N° CCC - FMS No./N° VME

ANNEX "B" BASIS OF PAYMENT

- ❖ Bidder must quote firm, all inclusive prices, including all materials, equipment and travel as detailed in Annex A – Requirement. All surcharges (if applicable) must be included in the prices quoted herein.
- ❖ Prices in Canadian Dollars
- ❖ FOB Destination
- ❖ Price includes all shipping and delivery charges
- ❖ GST is to be excluded from price quoted herein
- ❖ GST will be shown as a separate item on the invoice

Item Description	Quantity	Price	Extended Price
Self-Propelled Windrower	1	\$ _____/each	\$ _____

Manufacturer: _____

Model Number: _____

NOTE: AAFC Scott Research Farm does NOT have unloading facilities – transportation company responsible to ensure trailer unit has unloading ramps to offload at site.

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ANNEX "C"
to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)