



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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 Tractors	
Solicitation No. - N° de l'invitation 21C41-189478/A	Date 2018-10-23
Client Reference No. - N° de référence du client 21C41-18-9478	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-510-7601	
File No. - N° de dossier KIN-8-50088 (510)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-03	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bartrop, David	Buyer Id - Id de l'acheteur kin510
Telephone No. - N° de téléphone (613) 536-4994 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA Collins Bay Institution 1455 Bath Road KINGSTON Ontario K7L4V9 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 / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Tractors	21C41	21C41	1	Each	\$	\$		See Herein	

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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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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) (<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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 in the bid solicitation.

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 Ontario.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Financial Bid (1 hard copy)

Section II: 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

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.

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 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory financial criteria will be deemed non-responsive and will receive no further consideration:

- a) Bids must not contain any alteration to Annex "B" - Basis of Payment, other than the addition of the Manufacturer and Model information for the Item and the Bidder's firm pricing for the Item. Bidders must provide manufacturer, model information and pricing for the Item in their bid.
- b) Bids must not contain any condition or qualification placed upon the bid.
- c) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

4.1.1.2 Financial Evaluation

The sum of the Bidder's Unit Prices for all Items will be the Bidder's Evaluated Price.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Evaluated Price will be recommended for award 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. 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 the Contract.

6.2 Requirement

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](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A \(2018-06-21\), General Conditions - Goods \(Medium Complexity\)](#) will not apply to payments made by credit cards. *[Note to Offerors: This clause will be inserted if payment by credit card(s) is accepted by the Offeror, otherwise it will be deleted]*

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2019-05-15 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 2019-03-15.

6.4. Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Barltrop
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St., 2nd Floor

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Telephone: 613 536 4994
Facsimile: 613 545 8067
E-mail address: David.Barltrop@tpsgc-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: *[Note to Bidders: Canada will insert information at time of 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 *[Note to Bidders: Please fill in required information]*

Name: _____
Title: _____
Telephone: _____
E-mail address: _____

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" for a cost of _____ *[Note to Bidders: Canada will insert the amount at contract award]*. 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 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

6.12 Insurance

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

6.13 Inspection and Acceptance

The Project 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

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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

1. Objective

The Correctional Service of Canada (CSC) CORCAN requires Agricultural Machinery to run a livestock operation and cropping farm.

2. Background

CORCAN's mission is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and following their release to the community, including vocational and on the job training as well as support to find employment in the community.

Research confirms that stable employment has a direct impact on offender recidivism. Through CORCAN work, offenders are placed in pro-social environments, gain a new sense of self and identity, and learn new skills and knowledge. This results in creating safer communities.

3. Scope

The Contractor must supply and deliver:

Item 1: One (1) Tractor, 4 Wheel Drive with Cab

Item 2: One (1) Tractor, 4 Wheel Drive with Cab and Front End Loader.

4. Specifications

Item 1

Tractor, 4 wheel drive with cab

Type	Specification
Tractor HP	100 – 110 HP, Diesel, in line, 4 cylinder
Rated Speed	2100 RPM
Filter, Engine Air	Air Filter with pre cleaning
Displacement	4 / 4.5L
Transmission	16-24 speed
Electrical System	Alternator/Battery 14v, 200 AMP
PTO	540/1000
Cab	Factory manufactured enclosed cab with air suspension seat, heat & air conditioning
Draw Bar	Category 2, approximately 1400 KG
3 point hitch	Lift capacity 2500 – 3800 KG
Fuel tank for diesel	Approximately 195 litres
Cooling System	Approximately 22 litres
Wheel Base	4 wheel drive complete with tires, front and rear
Front Weights	5000 – 5400 KG
Tires	Front tires 380/85R24 or equivalent. Rear tires 460/85R38 or equivalent
Manual	Electronic
Parts List	Electronic

Item 2

Tractor, 4 wheel drive with cab and front end loader

Type	Specification
Tractor HP	125 – 140 HP, Diesel, in line, 4 cylinder
Rated Speed	Approximately 2100 RPM
Filter, Engine Air	Air Filter with pre cleaning
Displacement	4 / 4.5L
Transmission	Range from 16-24 speed. 24F/12R or equivalent
Electrical System	Alternator/Battery 14v, 200 AMP
PTO	540/1000
Cab	Factory manufactured enclosed cab with air suspension seat, heat & air conditioning
Draw Bar	Category 2, approximately 1400 KG
3 point hitch	Lift capacity 2500 – 3800 KG
Fuel tank for diesel	Approximately 195 litres
Cooling System	Approximately 22 litres
Wheel Base	4 wheel drive complete with tires, front and rear Front tires 380/85R24 or equivalent Rear tires 460/85R38 or equivalent
Weight	Average Weight complete with front weights 5000 – 5800 KG
Loader	Tractor to be loader ready and loader to match tractor
Manual	Electronic
Parts List	Electronic

5. Delivery Location

The Contractor must deliver the Agricultural Machinery to

Collins Bay Institution
1455 Bath Road
Kingston ON K7L 4V9

6. After Sales Service

The Contractor must provide the name, addresses and telephone numbers of their authorized dealer and/or agent to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The distance between the delivery location and the authorized dealer and/or agent and the delivery location, should not be more than 120 kilometers.

The authorized dealer must respond to service calls within 24 hours.

7. Preparation for Delivery

The equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

8. Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex B – Basis of Payment. The consignee may refuse shipments when prior arrangements have not been made.

ANNEX "B"

BASIS OF PAYMENT

Note to Bidders: Bidders must provide manufacturer and model information and unit pricing the Item in their bid. This text will not be included in the resulting Contract.

Prices herein are firm and all-inclusive in Canadian Dollars, Delivered Duty Paid including Canadian customs duties and excise taxes, excluding HST. HST is not included in the pricing below and will be show as a separate item on all invoices.

1. Firm Requirement

Item #	Description	Qty	Firm Unit Price
1	For the supply and delivery of Tractor, 4 wheel drive with cab, in accordance with the Mandatory Specifications in Annex "A" - Requirement. Manufacturer: _____ Model: _____	1	\$ _____
2	For the supply and delivery of Tractor, 4 wheel drive with cab and front end loader, in accordance with the Mandatory Specifications in Annex "A" - Requirement. Manufacturer: _____ Model: _____	1	\$ _____
EVALUATED PRICE			\$ _____

Item # 1 Delivery Contact: *To be entered at Contract Award*

Item # 2 Delivery Contact: *To be entered at Contract Award*

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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)