



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet Multi-Purpose Hydraulic Wheel Loaders	
Solicitation No. - N° de l'invitation W0103-208015/B	Date 2019-09-25
Client Reference No. - N° de référence du client W0103-208015	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-256-7825	
File No. - N° de dossier VIC-9-42102 (256)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-06	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Morton, Chris	Buyer Id - Id de l'acheteur vic256
Telephone No. - N° de téléphone (250) 580-1311 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE See herein	

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 the Contract.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2019-03-04) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit, Pacific Region
401-1230 Government Street
Victoria, British Columbia V8W 3X4

Facsimile Number: (250) 363-3344

Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#).

EPOST CONNECT: TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

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 British Columbia.

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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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.

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

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

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.
- c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical criteria are included in Annex "A". Failure to meet any of these mandatory technical criteria will result in the Bidder's bid being declared non-responsive and will be given no further consideration.

Bidders are required to provide literature with submitted bids to demonstrate their compliance.

Bidders are required to provide a page number by each compliant requirement that refers to the supplied literature.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26, Evaluation of Price-Bid)

4.2 Basis of Selection – Mandatory Evaluation Criteria

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.

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 property 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

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.

6.4 Term of Contract

6.4.1 Delivery Date

While delivery is requested within twelve (12) weeks from contract award, all the deliverables must be received on or before 31 March 2020.

Bidder is to complete information below and submit with their bid:

Bidder's best delivery date is _____ weeks upon receipt of order.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chris Morton
A/Supply Officer
Public Works and Government Services Canada
Procurement Branch, Pacific Region
401-1230 Government Street
Victoria, British Columbia V8W 3X4

Telephone: 250-580-1311

E-mail address: chris.morton@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.

In the event you are unable to contact the above noted Authority, please contact:

PWGSC.PRVICCARP.TPSGC@pwgsc-tpsgc.gc.ca

6.5.2 Technical Authority

The Technical Authority for the Contract is provided in the finalized Contract.

The Technical 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 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.

6.5.3 Contractor's Representative

Bidder is to complete information below and submit with their bid:

Name: _____

Title: _____

Organization: _____

Address: _____

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 \$ _____. 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).

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:

- 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.

6.8.2 Canadian Content Certification

SACC *Manual* clause [A3060C](#) (2008-05-12), Canadian Content Certification

6.9 Applicable Laws

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

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) [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 _____.

6.11 SACC Manual Clauses

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations
[B7500C](#) (2006-06-16), Excess Goods
[D2025C](#) (2017-08-17), Wood Packing Materials
[G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.12 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

Overview

The following is the minimum Government of Canada requirements for one (1) 2.3 cubic metre 4-in-1 multi-purpose hydraulic wheel loader bucket, to be delivered to Work Point at Canadian Forces Base (CFB) Esquimalt. The loader bucket will be required to be compatible with an existing John Deere Hi-Vis Coupler (Z-Bar) coupler, with hydraulic hoses and quick disconnect couplers 644K CFR 18-23431.

Mandatory Technical Criteria

In their technical criteria, bidders must demonstrate how they meet all requirements detailed in the Requirement at Annex "A" and address clearly and in sufficient depth all points that are subject to evaluation criteria listed below against which the bid will be evaluated.

The Bidder must provide proof and/or verification of the Mandatory Technical Criteria herein through supporting documentation, as applicable. Bidders are required to provide a page reference number by each compliant requirement that refers to the supplied literature. It is the Bidder's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the technical criteria. If published supporting technical documents are not available, the Bidders should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid. To be considered responsive, proposals must meet all of the mandatory criteria specified in the solicitation document.

ARTICLE	MINIMUM MANDATORY CRITERIA	LOCATION IN BID WHERE CRITERIA IS ADDRESSED	BIDDER'S COMMENTS/RESPONSE
Operation Conditions			
1.1	Must be capable of operating in extreme weather in temperatures ranging from -40 to 40°C (-40 to 104°F).		
1.2	Must be capable of handling sand, road base, concrete, aggregate, rock, demolition material and soil conditions whether loading, grading, backfill scraper, or dozing with the bucket.		
1.3	Loader bucket must be capable of grappling and holding objects.		
Equipment Features			
2.1	The bucket must have the following features, in accordance with SAE J742:		
2.1.1	• 3.048m (10') maximum bucket width;		
2.1.2	• Hi-Vis Coupler (Z-Bar) coupler compatible;		
2.1.3	• Full-length bottom and heel wear plates;		
2.1.4	• Abrasive-resistant bolt on bucket cutting edge;		
2.1.5	• Side cutters are made of high strength, abrasive-resistant steel;		
2.1.6	• Dual hydraulic cylinders;		
2.1.7	• Hydraulic hoses with quick disconnects;		

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2.1.8	• Bulldozer blade is reversible bolt on;		
2.1.9	• Heat treated brushings; and,		
2.1.10	• Serrated teeth on end plate for firmer grapple hold.		
Special Equipment			
3.1	The following must be provided:		
3.1.1	• Mounting kit(s) and all hardware required for John Deere 644K Wheeled Loader;		
3.1.2	• Level indicators on left and right of bucket; and,		
3.1.3	• All pins and pivot points with bushings must have grease fittings (Zirc).		
Warranty			
4.1	The supplied unit must include parts and labour warranty for a minimum of 12 months after delivery.		
4.2	Warranty repair service must be provided within 24 hours on a business day.		
4.3	Supplier must provide technical support via phone and email for a minimum 12 months after delivery.		

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ANNEX "B" – BASIS OF PAYMENT

The unit prices below shall be firm and in Canadian funds including Canadian customs duties, excise taxes, and delivery charges which are to be Delivered Duty Paid (DDP) to destination as indicated herein.

The amount of Goods and Services Tax shall be shown as a separate item.

REQUIREMENT					
Article	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	4-in-1 multi-purpose hydraulic wheel loader bucket	Each	1	\$	\$
GST					\$
TOTAL PRICE					\$
Delivery Address: CFB Esquimalt Work Point, Building 1127 1127 Macauley Street Esquimalt, British Columbia V9A 7N2					

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VIC256
CCC No. / N° CCC - FMS No. / N° VME

ANNEX "C" – 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).