

AGRICULTURE AND AGRI-FOOD CANADA

REQUEST FOR PROPOSAL

**Managing Separate Manure Fractions
On Dairy Farms Project**

CLOSING DATE and TIME :

August 20, 2013

**14:00 Regina Time
(CENTRAL STANDARD TIME)**

SOLICITATION # : 01R11-14-S019

(Back of Cover Page)

TABLE OF CONTENTS

GENERAL INFORMATION

- 1.0 Interpretation
- 2.0 Security Requirement

PART I : PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Acceptance of Terms and Conditions
- 2.0 Cost of Proposal Preparation
- 3.0 Electronic Submissions
- 4.0 Enquires - Solicitation Stage
- 5.0 Proposal Submission Deadline
- 6.0 Rights of Canada
- 7.0 Mandatory Clauses

PART II : RESULTING CONTRACT CLAUSES

- 1.0 General Conditions
- 2.0 Contracting Authority
- 3.0 Project Authority
- 4.0 Priority of Documents

LIST OF APPENDICES

- Appendix A - General Conditions
- Appendix B - Statement of Work
- Appendix C - Evaluation & Selection Process
- Appendix D - Mandatory Criteria
- Appendix E - Submission Format

LIST OF ANNEXES

- Annex A - Certification Requirements
- Annex B - Joint Venture
- Annex C - Sub-Contractors

GENERAL INFORMATION

1.0 INTERPRETATION

In this Request for Proposal (RFP),

‘Canada’, ‘Crown’, ‘Her Majesty’, ‘the Government’ ‘Agriculture and Agri-Food Canada’ or **‘AAFC’** means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;

‘Contract’ or **‘Resulting Contract’** means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

‘Contracting Authority’ or **‘authorized representative’** means the AAFC official, identified in Article 2.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

‘Contractor’ means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

‘Minister’ means the Minister of Agriculture and Agri-Food Canada or anyone authorized to act on his behalf;

‘Technical / Project Authority’ or **‘authorized representative’** means the AAFC official, identified in Article 3.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a written Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Contract, and; review and inspection of all invoices submitted;

‘Proposal’ means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

‘Proposer’, ‘Bidder’ or **‘authorized representative’** means a person or entity submitting a Proposal in response to this RFP;

‘Work’ unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;

PART I: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 ACCEPTANCE OF TERMS AND CONDITIONS

The Minister of Agriculture and Agri-Food Canada will only consider proposals which accept Agriculture and Agri-Food Canada's terms and conditions.

The General Conditions attached in Appendix A and the Resulting Contract Clauses as set out in Part III of this RFP shall form part of any resulting contract.

2.0 COST OF PROPOSAL PREPARATION

The cost to prepare the proposal will not be reimbursed by Agriculture and Agri-Food Canada.

3.0 ELECTRONIC SUBMISSIONS

Due to the nature of this RFP, electronic transmission of proposals by such means as regular mail, courier and electronic mail to Agriculture and Agri-Food Canada WILL BE considered to be practical and therefore will be accepted;

Electronic transmission of proposals by such means as facsimile to Agriculture and Agri-Food Canada will not be considered to be practical and therefore will not be accepted.

4.0 ENQUIRIES - SOLICITATION STAGE

It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.

Written Enquiries and issues must be received by the below Contracting Authority on or before **2:00 pm** local Regina time, **August 13, 2013** to allow sufficient time to provide a response. Enquiries or issues received after that time will not answered.

Contracting Authority :

Annette Haider, A/Senior Contracting Officer

E-mail: annette.haider@agr.gc.ca

To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all proposers to which this solicitation has been

sent, any information with respect to significant enquires received and the replies to such enquiries without revealing the sources of the enquiries.

All enquires and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of a proposal.

Meetings will not be held with individual proposers prior to the closing date / time of this RFP.

5.0 PROPOSAL SUBMISSION DEADLINE

The proposal **MUST** be delivered to and received by the Contracting Authority no later than **2:00 p.m. (Regina time) CST August 20, 2013**, at the following location. The envelope / Email containing the Proposals must be addressed / labelled as follows :

Agriculture and Agri-Food Canada
Western Service Centre
300 - 2010 - 12th Avenue
REGINA SK S4P 0M3

Email : annette.haider@agr.gc.ca

SOLICITATION #01R11-14-S019-Managing Separate Manure Fractions on Dairy Farms Project

6.0 RIGHTS OF CANADA

Canada reserves the right to :

- a) accept any proposal in whole or in part, without prior negotiation with the selected proposer;
- b) revise or amend this RFP at any time prior to the submission deadline. Such revision or amendments, if any, will be announced by addendum or addenda. Canada also reserves the right to extend the RFP deadline by providing public notice of the extension and by notifying all those who have already submitted a proposal, if any have been submitted by that time. If any extension is made, it will apply to all equally;
- c) reject any or all proposals when such rejections is in the interest of Canada. The determination of what is in the interest of Canada is made in the sole discretion of the Minister of AAFC ("the Minister) or the Proposal Evaluation Panel;
- d) cancel and/or re-issue this requirement at any time;
- e) ask the proposer to substantiate any claim made in the proposal;

- f) enter into negotiations with one or more proposers on any or all aspects of their proposals;
- g) award one or more contracts;
- h) retain all proposals submitted in response to this RFP.

7.0 MANDATORY CLAUSES

Where the words “**must**”, “**shall**”, **should** or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

PART II : RESULTING CONTRACT CLAUSES

1.0 GENERAL CONDITIONS

The General Conditions attached in ‘Appendix A’ shall form part of any resulting contract.

2.0 CONTRACTING AUTHORITY

The Contracting Authority for this Contract is :

Annette Haider, A/Senior Contracting Officer
Agriculture and Agri-Food Canada
Western Service Centre
300 - 2010 - 12th Avenue
REGINA SK S4P 0M3

Tel. : (306) 523-6544

Fax : (306) 523-6560

E-mail : annette.haider@agr.gc.ca

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

3.0 PROJECT AUTHORITY

The Project Authority for this Contract is :

To be provided at Contract Award

The Project Authority is responsible for all matters concerning the technical content of the Work under this contract. Any proposed changes to the scope of the work are to be discussed with the Project Authority, but any resulting change can only be confirmed by a written contract amendment issued by the Contracting Authority prior to commencing new work.

4.0 PRIORITY OF DOCUMENTS

The documents specified below form part of and will be incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. The Articles of Agreement, including the clauses set out in Part II of this RFP
2. The General Conditions, Appendix A of this RFP
3. The Statement of Work, Appendix B of this RFP
4. Certification Requirements, Annex A of this RFP
5. Contractor's Proposal (Technical and Financial)

GC1. INTERPRETATION

1.1 In the contract,

- a) “**Canada**”, “**Crown**”, “**Her Majesty**” or “**the Government**” means Her Majesty the Queen in right of Canada;

“**Contractor**” means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

- b) “**Minister**” means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

- c) “**Party**” means Canada, the Contractor, or any other signatory to the contract and “**Parties**” means all of them;

- d) “**Work**” unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- a) It is competent to perform the Work;
- b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and

c) It has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

a) Carry out the Work in a diligent and efficient manner;

b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and

c) Ensure that the Work:

(1) is of proper quality, material and workmanship;

(2) Is in full conformity with the Statement of Work; and

(3) Meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in

accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.

8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is un-liquidated at the date of the termination.

8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract,

Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
- b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
 - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
 - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1 (c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.

- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.
- 13.2 Payment in the case of payment on completion:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time be required to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labor rates and level of effort, subcontracts, as applicable);
 - c) deduction for holdback, if applicable;
 - d) the extension of the totals, if applicable; and
 - e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2013)

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Provincial Taxes

a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250
Manitoba 390-516-0

(ii) For Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.

b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.

c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.

d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

26.3 Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

26.4 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

26.5 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions.en.asp>.

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the Federal Income Tax Act, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in

the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC38. Criminal Offense

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

GC39. Public Disclosure

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.

BACKGROUND :

Past research at Pacific Agriculture Research Centre (PARC) by Agriculture and Agri-Food Canada (AAFC) has shown that improved placement of separate liquid and semi-solid dairy manure fractions on grass and corn plots, respectively, can improve crop nutrient efficiencies, reduce the requirement for commercial fertilizer, and reduce nutrient losses to the environment.

This project will attempt to implement the practice at the farm scale. However, before these fractions can be land applied, more research is required to understand the characteristics and variations of these fractions in farm manure storages. It is highly desirable to utilize fractions that have developed through natural settling of solids, rather than mechanical separation, since the latter would involve a prohibitive incremental cost to most producers.

PHASE 1 of this project will sample manure at various depths for up to 25 farm manure storages. Samples will be analyzed for moisture, nitrogen, phosphorus, and potassium content. At each site related farm management information will be collected such as bedding system, water inputs into the manure storage, and feed rations for livestock. Integrated analysis of this data will identify the specific management systems that are most conducive for natural settling of solids, and which therefore have the greatest potential to utilize separate manure fractions for land application.

PHASE 2 will involve land application of thin liquid and thicker slurry manure fractions to grass and corn field sites, respectively. The liquid fraction will be applied via shallow injection and the thicker slurry through precision deep injection. For both grass and corn fields comparisons will be made with land applied surface broadcast agitated raw manure. Two (2) to three (3) field sites will be established in the 2014 crop year and continue in 2015. An additional two to three sites will be established in 2015 for only one year. The purpose of this phase will be to assess agronomic, economic, and environmental impacts of land applied manure treatments through measurement and analysis of manure, soil, and crop samples and farm management practices at these sites.

While it is highly desirable to use farm scale equipment to land apply all manure, extensive investigation has determined that no such equipment is available for precision injecting thicker slurry on corn land. Nevertheless, AAFC-PARC has a four (4) row precision slurry injector for corn that will be adequate for this project. The other types of manure application will be conducted as per this contract.

OBJECTIVE :

AAFC requires a Contractor to provide and operate a Manure Spreader which will be used to extract and apply liquid manure as described in herein.

SCOPE OF WORK :

PHASE 1

AAFC will identify a maximum of 25 farm sites which will be located in the eastern Fraser Valley in British Columbia. Sites will be preferably within 25 km of the town of Agassiz. At each farm site, one (1) or two (2) manure extraction locations will be selected from a primary manure storage pit or tank. Additional extraction locations may be selected for farms with multi-cell storages.

Manure from each location will be extracted separately from one (1) to five (5) depth zones as per Approach and Methodology - Phase 1 described herein.

All sites will be sampled at least once with some being sampled two (2) to three (3) times over a two (2) and a half year period. Work will occur when farm manure storages are at least 75% full. It is envisioned that most work will occur during the winter of 2014. However, some sampling will also occur at other times of the year and in other years, depending on project criteria.

Sampling dates will be coordinated by the Project Authority and the Contractor will make every effort to accommodate the schedule.

The Contractor will be required to :

1. Perform site assessment to ensure site is safe
2. Operate a manure spreader to extract bulk liquid manure using the Approach and Methodology - Phase 1 described herein.

PHASE 2

AAFC will identify a maximum of six (6) farm sites which will be located in the eastern Fraser Valley in British Columbia. Sites will be preferably within 25 km of the town of Agassiz. At each farm site, one (1) grass field and one (1) corn field will be chosen for manure applications. Within each field various manure application treatments will under taken, involving shallow injection of thin liquid dairy manure fraction and surface application of agitated un-separated raw dairy manure. Applications on grass fields will be done two (2) to three (3) times throughout the growing season, while the applications on corn fields will be done only once prior to spring corn planting.

Dates for manure application will be coordinated by the Project Authority and the Contractor will make every effort to accommodate the schedule.

AAFC will select the manure storage locations for manure source; the required pumping depth to extract the manure; the appropriate field site / treatment areas, identified by field stakes and / or GPS coordinates, and the target application rate(s) within a range that is feasible for manure spreader tanks.

AAFC will also determine the appropriate application tool, either trailing hose or shallow injector, to be used for each manure treatment and the Contractor will ensure that application tool is mounted to the Manure Spreader prior to arriving at the Farm.

At each site the Contractor will be required to :

1. Perform site assessment to ensure site is safe
2. Operate a manure spreader to extract and apply manure using the Approach and Methodology - Phase 2 described herein.

APPROACH AND METHODOLOGY - PHASE 1

For each specified depth zone, starting with the shallowest, the following approach and methodology must be used :

1. The manure spreader tank must be completely empty before extracting manure
2. Position manure spreader parallel to the edge of the manure storage so the pump boom can be extended perpendicular to the spreader tank over the wall of the manure storage
3. Extend and lower pump boom into the manure storage, so the pump inlet is positioned at the specified depth.

** For manure storages with side slopes the pump inlet must be at least 1 foot away from the side

4. Pump manure for five (5) to 10 seconds to obtain an appropriate amount of bulk manure (approximately 200 - 300 gallons). Shut off the pump and start lifting the boom. This will ensure any backflow is deposited at a higher elevation, thereby not disturbing the slurry at lower depths.
5. Transport Manure Spreader to the discharge location identified by the Farmer keeping tank agitator on to ensure manure is mixed well.
6. Connect hose via a sealed coupler to the discharge outlet located at the bottom of the tank. Place end of hose so it drains by gravity into an appropriate ground level entry point to the Farm's manure storage system. Release all manure in the tank by opening the valve at the

tank discharge outlet

** While the tank is emptying, the Project Authority will collect several small subsamples from the flowing manure stream leaving the hose and draining into the manure storage.

7. When Tank is empty, remove hose connection and transport manure spreader to same extraction location at the manure storage.
8. Repeat steps 1 to 6 until extractions from all depth zones, except the deepest one, have been completed.

For the deepest depth zone :

1. The manure spreader tank must be completely empty before extracting manure
2. Position manure spreader parallel to the edge of the manure storage so the pump boom can be extended perpendicular to the spreader tank over the wall of the manure storage
3. Extend and lower pump boom so that it is positioned approximately 45 degrees to the left of perpendicular when facing the manure storage. Reduce degrees if pump inlet touches side wall before reaching the bottom of the storage
4. Initiate pump and move boom horizontally at the same depth in an arc pattern, from left to right (when facing the manure storage). The speed of movement will allow for five (5) to 10 seconds of pumping until the pump inlet reaches the same angle to the right of perpendicular. This will ensure thicker slurry is continuously fed into the pump inlet. It is not necessary to lift boom while backflow is discharging
5. Transport Manure Spreader to the discharge location identified by the Farmer keeping tank agitator on to ensure manure is mixed well.
6. Connect hose via a sealed coupler to the discharge outlet located at the bottom of the tank. Place end of hose so it drains by gravity into an appropriate ground level entry point to the Farm's manure storage system. Release all manure in the tank by opening the valve at the tank discharge outlet
7. While the tank is emptying, the Project Authority will collect several small subsamples from the flowing manure stream leaving the hose and draining into the manure storage.
8. Pump some thin slurry from a shallow depth into the tank for 10 seconds. With agitator running, discharge all bulk manure remaining in the tank and hose at the discharge location identified by the Farmer.

** This step is only required IF the slurry from the deepest zone is too thick to completely drain from the tank. This requirement will be determined by the Project Authority

APPROACH AND METHODOLOGY - PHASE 2

For each treatment area within each field site, the following approach and methodology must be used :

1. Fill Manure Spreader tank by pumping manure from manure storage at the specified pumping depth
2. Transport Manure Spreader to selected field site, keeping tank agitator on to ensure manure is mixed well.
3. (For first time use of an application tool at a specified target applicator rate ONLY)
Apply the manure on a non-treatment area of land, designated by the farmer, to calibrate the application rate with the target rate to ensure they are similar. A variance of up to + or - 500 gallons / acre will be deemed acceptable.
4. Starting in a corner of the treatment area, apply manure at the set targeted application rate by coordinating the pump output with speed of travel, using the field stakes and / or GPS coordinates as a guide. Make one pass along the side to the other end of the treatment area to spread within 6 inches of the treatment boundary.

** Either 'prior to' or 'during' application, AAFC will collect a manure sample from each tank load from either a tank valve opening (if available) or from one of the manure applicator hoses or injectors.

5. Turn applicator off at the end of the treatment area and reposition to apply manure adjacent to the first pass. Overlaps and misses between adjacent passes must not exceed four (4) inches.
6. Continue making passes until the total treatment area has been covered. IF the tank needs to be refilled, transport Manure Spreader back to manure storage location, re-fill and continue applying manure, starting at the location where the tank emptied.
7. (IF any manure is remaining in the tank once application is complete) Transport Manure Spreader to an area designated by the Farmer and discharge.

DEPARTMENTAL RESPONSIBILITY & SUPPORT:

AAFC will be responsible to provide the following :

1. Discharge hose and coupler for Manure Spreader for Phase 1 work
2. Gas monitor
3. All materials and equipment required to collect samples
4. All materials and equipment required to identify field sites and treatment areas, including field stakes and GPS device

CONTRACTOR'S RESPONSIBILITY:

The Contractor will be responsible to :

1. Transport, operate and maintain all equipment and materials needed to implement their defined role at each farm site
2. Provide personal protective equipment and clothing

RISKS & CONSTRAINTS :

There is a possibility that toxic gas levels may exceed safe limits. AAFC will monitor gas levels for all work near manure storages and if levels exceed safe limits, the site will be vacated immediately but may be utilized at a later time when gas levels are safe.

DURATION / PERIOD OF CONTRACT :

Work will commence after Contract Award and will be completed by March 31, 2016.

EVALUATION & SELECTION PROCESS

APPENDIX C

Bids received will be assessed in accordance with the entire requirements of the Request for Proposal including the Evaluation criteria specified below :

Mandatory Evaluation

It is understood by the parties submitting proposals that, to be considered compliant, a proposal must meet all the MANDATORY requirements as outlined in Appendix D of this document. Accordingly, only the compliant proposals will be given further consideration.

Financial Evaluation

Evaluation Procedure - All bidders will be assessed and accepted on a low aggregate basis (applicable tax extra).

The lowest responsive bidder will be recommended for award of the Contract.

MANDATORY CRITERIA

Appendix D

All mandatory requirements identified throughout in this RFP must be met, failure to meet any of the following mandatory requirements will render your submission non-responsive and it will given no further consideration.

All terms and conditions using the words '**must**', '**shall**', '**should**' or '**will**' in this RFP must be considered as Mandatory Requirements.

In order for the submission to be considered compliant it must include the following :

M1 The Submission must be received on or before **2:00 pm on August 20, 2013**

M2 CERTIFICATION REQUIREMENTS

The Bidder shall include one (1) Original Copy of the Certifications as detailed below **in a separate sealed envelope / Email attachment labelled : 01R11-14-S019 - Certification Requirements**

In order for a proposal to be considered responsive, the certifications attached in “**Annexes A, B and C**” will be required. The certifications must be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required.

Compliance with the certifications the proposer provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Proposer’s compliance to the applicable certifications before and after award of a contract. If it is determined that any certification made by the Proposer is untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

M3 EQUIPMENT REQUIREMENTS

Bidders must provide a Manure Spreader with the following Mandatory Specifications and include one (1) Original Copy of the Mandatory Specs below **in a separate sealed envelope / Email attachment labelled : 01R11-14-S019 - Equipment Requirements**

Bidders shall indicate opposite each MANDATORY SPECIFICATIONS, in the right hand margin under **DETAIL OFFERED**, whether or not the equipment being offered meets / does not meet the requirements. Where weight, dimensions or other characteristics are shown as approximate or less than, the bidder shall indicate manufacturer's figures.

MANDATORY SPECS FOR PHASE 1	Detail Offered	
	Met	Not Met
Capacity to provide precise depth control of pump inlet to + or - six (6) inches at various depths ranging from the one (1) foot below the surface to one (1) foot above the bottom of the manure storage		
A pump boom with at least 12 feet of horizontal extension away from the centre of the manure spreader tank		
A pump boom with at least 10 feet of vertical extension below the surface of manure storage at full supply level		
Pump inlet with impeller to direct thicker slurry material into inlet		
Ability to move pump inlet horizontally while extracting thick slurry from bottom of manure storage		
Ability to agitate manure in tank prior to and while manure is being discharged from tank		
A four (4) to six (6) inch diameter valve opening at very bottom of manure spreader tank to allow a hose connection for discharging all manure from tank to a ground level entry point to the farm's manure storage system		
MANDATORY SPECS FOR PHASE 2	Detail Offered	
	Met	Not Met
Capacity to provide precise depth control of pump inlet to + or - 6 (six) inches at various depths ranging from the surface to the bottom of the manure storage		
A pump boom with at least 12 feet of horizontal extension from the centre of the manure spreader tank		
A pump boom with at least 10 feet of vertical extension below the surface of a ground level manure storage at full supply level		
Ability to agitate manure in tank while manure is being transported to the field and being applied to the land		
Spreader tank should have a capacity of at least 2,000 imperial gallons		
Provide two spreader tank mounted application tools. Both application tools must have a total width of greater than 10 feet and a spacing between adjacent hoses / injectors of less than two (2) feet		
i) a trailing hose for surface application of agitated raw manure and thin liquid fraction and;		
ii) a shallow injector for application of thin liquid fraction on grass must be able to inject to at least a two (2) inch depth		

M4 PHOTOGRAPHS

The Bidder must include the following Photographs **in a separate sealed envelope / Email attachment labelled : 01R11-14-S019 - Equipment Photos**

All photos must show an extended measuring device beside the object to provide scale

- PHOTO 1 Entire manure spreader tank
- PHOTO 2 Pump boom fully extended away from manure spreader tank. Can extend boom in midair, or rest pump inlet end on ground surface (not in manure storage pit)
- PHOTO 3 Trailing hose application tool
- PHOTO 4 Shallow injection application tool

For photos 1 thru 4, the measuring device need not be extended the full length of the object, but rather a minimum distance of four (4) feet. Resolution of photo should be high enough for 1 foot markings to be visible when zooming in. Alternatively, one can use a length of lumber (eg. 2" x 2") with contrasting colors or markings every foot as a measuring stick.

For photos 3 and 4, photo can be made with tool in field or fold up transport position as long as entire tool is visible.

- PHOTO 5 Close up of pump inlet showing impeller
- PHOTO 6 Close up of valve opening at bottom of manure spreader tank

M5 FINANCIAL PROPOSAL

The Bidder shall include one (1) Original Copy of the Financial Proposal as detailed below **in a separate sealed envelope / Email attachment labelled : 01R11-14-S019 - Financial Proposal**

The proposal shall include a detailed cost breakdown based on the Statement of Work (Appendix B) and all phases of this project.

This amount shall represent the maximum obligation of AAFC in terms of the contract and shall therefore include all aspects of the services to be rendered, including all costs and expenses associated with full execution of the services as well as the usual risks, obligations and responsibilities of the bid, general costs and all other applicable expenses, as well as the profits.

The Financial Proposal shall be a firm all inclusive amount, including but not limited to any fees paid to sub-contractors. No other costs, fees or expenditures will be refunded to the company under any contract issued.

Therefore the costing that must be included in the Financial Proposal is for contractor fees, travel, and taxes; as detailed below.

a) Contractor fees

The Proposer is to identify clearly the contractor fee and cost per hour for all the proposed personnel including back-up and sub-contractors by multiplying an hourly rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Costs to be based on an estimated 260 hours for work and estimated 26 hours for travel.

b) Travel

It is anticipated a work day will be between six (6) and eight (8) hours and no travel will be paid for work days that exceed six (6) hours. However, AAFC is prepared to pay travel for shorter work days at an hourly rate as follows :

< 3 hour work day - 2 way travel time

3 - 6 hour work day - 1 way travel time

c) Taxes (GST and HST)

All taxes must be included, where applicable, and shown separately in the proposal.

SUBMISSION FORMAT

Appendix E

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED :

The Submission must be submitted in four (4) separate, sealed Envelopes / Email attachments as follows :

1) ENVELOPE / EMAIL ATTACHMENT 1

M2 - Certification Requirements :

A. ANNEX A - CERTIFICATION REQUIREMENTS

Bidder must fill all sections. If any forms are not applicable, please indicate on the form.

1. Acceptance of AAFC's Terms and Conditions
2. Legal entity and Corporate Name
3. Validity of Proposal
4. Availability and status of personnel
5. Federal Contractors Program for Employment Equity
6. Insurance Certificate
7. Former Public Servant - Status and Disclosure

B. ANNEX B - JOINT VENTURE

C. ANNEX C - LIST OF SUB-CONTRACTORS

2) ENVELOPE / EMAIL ATTACHMENT 2

M3 - Equipment Requirements - Bidders must fill in all sections

3) ENVELOPE / EMAIL ATTACHMENT 3

M4 - Photographs

4) ENVELOPE / EMAIL ATTACHMENT 4

M5 - Financial Proposal - The cost shall be exclusive of all applicable taxes.

CERTIFICATION REQUIREMENTS

ANNEX A

The following certification requirements apply to this RFP document. Proposers must include this Annex with their proposal and sign each certification below. If a certification requirement does not apply, please indicate with ‘N / A’ in the signature block.

1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Proposers will accept Agriculture & Agri-Food Canada’s terms and conditions.

The General Conditions in Appendix A and the Resulting Contract Clause as set out in Part 3 of this RFP shall form part of the Resulting Contract.

Signature

Date

Print Name of Signatory

2) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY / COLLEGE OR INDIVIDUAL)

Please certify that the proposer is a legal entity, by indicating whether the proposer is i) a sole proprietorship, partnership or corporate entity, ii) indicating the laws under which the partnership or corporate entity was registered or formed, iii) together with the registered or corporate name. Also identify the country where the controlling interest/ownership (name if applicable) of your organization is located.

i) _____

ii) _____

iii) _____

iv) _____

Any resulting contract may be executed under the following i) corporate full legal name and ii) at the following place of business:

i) _____

ii) _____

Signature

Date

3) **VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this RFP be:

- (a) valid in all aspects, including price, for not less than 120 Days from the closing date of this RFP; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Signature

Date

Contact name : _____

Telephone number : _____

Fax number : _____

Email address : _____

GST # / Business # : _____

4) **AVAILABILITY AND STATUS OF PERSONNEL**

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed

in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Signature

Date

5) **FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

Over \$ 25,000.00 and under \$ 200,000.00 (applicable tax included)

Offerors who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Offerors may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors will be declared non-responsive.

.1 The Offeror certifies its status with the FCP-EE, as follows :

The Offeror

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared ineligible contractor by HRSDC, and has a valid certificate number as follows : _____.

Signature

Date

6) **INSURANCE CERTIFICATE**

The Contractor shall obtain and maintain at its own expense for the duration of the contract, the following insurance coverage :

1. If no services are subcontracted by the Contractor

- .1 Civil liability insurance covering the Contractor's liability and that of its employees, representatives and agents for injuries, including death and property damage, for a limit of at least one million dollars (\$1,000,000) per event. This insurance shall indicate Her Majesty the Queen in Right of Canada named as an additional insured and shall provide for reciprocal and contractual liability coverage.
- .2 The insurance stipulated above shall be accompanied by a clause under which the Centre shall be given advance written notice of thirty (30) days of any change or cancellation of the insurance coverage.
- .3 Before starting the services, the Contractor shall provide the Centre with the required certificates of insurance covering all conditions and in compliance with the requirements of this section.

2. If part of the services are subcontracted by the Contractor

- .1 Wrap-up type civil liability insurance covering the Contractor's liability and that of its subcontractors and their respective employees, agents and representatives as well as any employee directly or indirectly assigned to perform any portion of the services. This Insurance shall be for a minimum amount of one million dollars (\$1,000,000) per event, shall indicate Her Majesty the Queen in Right of Canada named as an additional insured and shall provide reciprocal and contractual liability coverage.
- .2 The insurance stipulated above shall be accompanied by a clause under which the Centre shall be given advance written notice of sixty (60) days of any change or cancellation of the insurance coverage.
- .3 Before starting the services, the Contractor shall provide the Centre with a dated insurance certificate signed by an authorized representative of its insurers issued in the name of Her Majesty the Queen in Right of Canada and in compliance with the requirements of this section.

Proposers will accept Agriculture & Agri-Food Canada's insurance requirements:

Signature

Date

7) **FORMER PUBLIC SERVANT – STATUS AND DISCLOSURE**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "**former public servant**" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be :

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"**lump sum payment period**" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"**pension**" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension ?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program ?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

JOINT VENTURE

ANNEX B

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity

_____ is a joint venture in accordance with the definition in paragraph 3.

_____ is not a joint venture in accordance with the definition in paragraph 3.

2. A Proposer that is a joint venture represents the following additional information :

- (a) Type of joint venture (mark applicable choice)

_____ incorporated joint venture
_____ limited partnership joint venture
_____ partnership joint venture
_____ contractual joint venture
_____ other

- (b) Composition : (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as :

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Signature

Date

CONTRACTOR’S LIST OF SUBCONTRACTORS

ANNEX C

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Name of Company	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the contract (%)

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

Signature

Date

Name of Signatory

Position