

**Solicitation/Request for Proposal: 01B68-13-0020**

**FOR THE PROVISION OF**

**DETERMINATION OF DISLOGEABLE FOLIAR  
RESIDUES**

**FOR**

**Agriculture and Agri-Food Canada (AAFC)**

Contracting Authority:

**Sami Nouh**

Senior Contracting Officer  
Agriculture and Agri-Food Canada  
Telephone: 613-773-0941  
Facsimile: 613-773-0966  
1341 Baseline Rd, Tower 3, 5th Flr  
Ottawa, Ontario  
K1A 0C5  
[Sami.Nouh@agr.gc.ca](mailto:Sami.Nouh@agr.gc.ca)

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

To generate data on pesticide dissipation from the foliage of greenhouse tomatoes and to draft associated regulatory reports to provide baseline information to assist the PMRA to issue regulatory decisions on new minor uses of pesticides.

Task Authorizations will be assigned in descending order of the combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price will be assigned TA's up to their capacity. Once their capacity has been reached, the next Task Authorizations will be assigned to the responsive bid with next highest combined rating of technical merit and price up to that bidders' capacity.

### **2.0 SECURITY REQUIREMENTS**

There is no security requirement for this contract

### **3.0 INTERPRETATION**

- In the RFP,
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "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;
  - 3.2 "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;
  - 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Article 5.0 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;
  - 3.4 "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;
  - 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;
  - 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Article 6.0 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 Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;

- 3.7 “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;
- 3.8. “Proposer” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## **PART 1: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

- 1.1 The Proposer must have the legal capacity to enter into legally binding contracts. If the Proposer is a sole proprietorship, a partnership or a corporate body, the Proposer shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

### **3.0 INCURRING COST**

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named below.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all Proposers any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual Proposers prior to the closing date/time of this RFP.
- 4.6 Contracting Authority:

**Sami Nouh**  
Senior Contracting Officer  
Agriculture and Agri-Food Canada  
Telephone: 613-773-0941  
Facsimile: 613-773-0966  
1341 Baseline Rd, Tower 3, 5th Flr  
Ottawa, Ontario, K1A 0C5  
[Sami.Nouh@agr.gc.ca](mailto:Sami.Nouh@agr.gc.ca)

## **5.0 RIGHTS OF CANADA**

- 5.1 Canada reserves the right to:
1. Accept any Proposal in whole or in part, without prior negotiation;
  2. Reject any or all Proposals received in response to this RFP;
  3. Cancel and/or re-issue this RFP at any time;
  4. Ask the Proposer to substantiate any claim made in the Proposal;
  5. Enter into negotiations with one or more Proposers on any or all aspects of their Proposals;
  6. Award one or more Contracts;
  7. Retain all Proposals submitted in response to this RFP.

## **6.0 SOLE PROPOSAL - PRICE SUPPORT**

- 6.1 Agriculture and Agri-Food Canada reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following:
- a. current published price list indicating the percentage discount available to the Department of Agriculture and Agri-Food Canada; or
  - b. paid invoices for like items (like quality and quantity) sold to other customers; or
  - c. price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, etc.
  - d. price or rate certifications; or
  - e. any other supporting documentation as requested by Canada.

## **7.0 MANDATORY CLAUSES**

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

## **PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 Proposers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the Proposer acknowledges the applicable law specified is acceptable to the Proposer.

### **2.0 ELECTRONIC SUBMISSIONS AND SUBMISSION OF PROPOSAL**

**Notice: Proposals submitted by Facsimile or other electronic means will not be accepted.**

- 2.1 Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority no later than **Thursday, February 10<sup>th</sup>, 2014 AT 12:00 PM EST**, at the following location below. In addition, the outside of the envelope containing the proposal must include the following address and contact name:

Agriculture and Agri-Food Canada  
Professional Service Contracting Unit  
1285 Baseline Road, T3-5, Room 337,  
Ottawa, Ontario K1A 0C5  
Attention: Sami Nouh  
Telephone No.: 613-773-0941

- 2.3 The onus for submitting proposals on time at the specified location rests with the Proposer. It is the Proposer's responsibility to ensure correct delivery of their proposal to the person named above.
- 2.4 The Proposer must also ensure that its name, return address, solicitation number "01B68-13-0020" and closing date appear legibly on the outside of the envelopes containing the technical and price proposal.
- 2.5 The Proposers are advised that, due to security measures for building visitors, the Contracting Authority may be contacted upon arrival at security or security may escort for delivery of a proposal. Any planned **in-person delivery of proposal must be between 9:30 a.m. and 4:30 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

### 3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal **must** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section I	Technical Proposal (with no reference to price)	1 original and 1 electronic copy on CD or USB
Section II	Financial Proposal	1 original and 1 copy
Section III	Certifications	1 original and 1 copy

\* If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

3.2 The Proposer may **submit a proposal in either official language**.

3.3 Each copy of the proposal is to include the Proposer's legal entity name, the name of the Proposer's contact, address, telephone number, facsimile number, email address and Request for Proposal Number.

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

3.5 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/is not (delete as applicable) 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.

#### **4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)**

In the Technical Proposal, the Proposer should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"** as well as demonstrate how the Proposer will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D" and The Dislodgeable Foliar Residue Study Application Form of Appendix "D" Attachment #1**

#### **5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)**

In the Financial Proposal, the Proposer shall provide a firm all inclusive price in the **Financial Proposal Form of Appendix "D" Attachment #2** for one study (which includes all shipping/courier charges) to provide the services requested in accordance with the Statement of Work **Appendix B**. The same firm all inclusive price will apply to each study that is awarded.

The requirements of the Financial Proposal are detailed in **Appendix D, Evaluations Procedures and Criteria**

**Prices shall not appear in any area of the proposal except in the Financial Proposal.**

#### **6.0 CERTIFICATION REQUIREMENTS**

In order to be awarded a contract, the certifications attached in **Annex "E"** will be required. The certifications should be submitted with the proposal. Canada

may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Proposer and provide the Proposer with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

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 compliancy to the applicable certifications before and after award of a contract. Any certification made by the Proposer that is determined to be 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 request of the Contracting Authority for additional information, will render the bid non-responsive.

## **7.0 EVALUATION PROCEDURES**

7.1 Proposals will be evaluated in accordance with the Evaluation Procedures in **Appendix D** and Criteria specified in **Appendix D Attachment #1 Dislodgeable Foliar Residue Study Application Form**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this Request for Proposal and in conjunction with the accompanying Statement of **Work (Appendix B)**.

7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.

7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:

- a) Seek clarification or verify any or all information provided by the Proposer with respect to this RFP, at the sole costs of the Proposer;
- b) To contact any or all of the references supplied and to interview, at the sole costs of the Proposer, the Proposer and/or any or all of the resources proposed by the Proposer to fulfill the requirement, at AAFC or by teleconference, on 48 hours' notice, to verify or validate any information or data submitted by the Proposer.

## **8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)**

8.1 Any modifications to this RFP will be made through an amendment which will be sent to all bidder(s).

## **PART 3: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a Contract being awarded pursuant to RFP # 01B68-13-0020, the following Terms and Conditions shall form part of the Resulting Contract:

### **1.0 GENERAL CONDITIONS**

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

### **2.0 REQUIREMENT**

2.1 The contractor will provide the services identified in Appendix B, Statement of Work on an as and when required basis.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

### **3.0 SECURITY REQUIREMENT**

There is no security associated with the work

### **4.0 CONTRACT PERIOD**

4.1 The Contract shall be for the period identified on page 1.

### **5.0 CONTRACTING AUTHORITY**

5.1 The Contracting Authority is:

**Sami Nouh**  
Senior Contracting Officer  
Agriculture and Agri-Food Canada  
Telephone: 613-773-0941  
Facsimile: 613-773-0966  
1341 Baseline Rd, Tower 3, 5th Flr  
Ottawa, Ontario  
K1A 0C5  
Sami.Nouh@agr.gc.ca

5.2 The Contracting Authority (or authorized representative) is 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 officer.

### **6.0 PROJECT AUTHORITY**

6.1 The Project Authority for the Contract is:

*The contact information for the Project Authority will be provided at time of contract award.*

- 6.2 The Project Authority, or authorized representative, is responsible for:
1. All matters concerning the technical content of the Work under the Contract;
  2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
  3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
  4. Review and inspection of all invoices submitted.

## **7.0 CONTRACTOR REPRESENTATIVE**

- 7.1 The Contractor Representative for the Contract is:

*The contact information for the Contractor Representative will be provided at time of contract award.*

- 7.2 The duties and responsibilities of the Contractor Representative shall include the following:
1. Responsible for the overall management of the Contract;
  2. Ensure that Contracts are administered in accordance with the terms and conditions of the Contract;
  3. Act as a single point of contact to resolve any contractual disputes that may arise. The Proposer must stipulate that the Contract Representative has direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
  4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
  5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
  6. Liaise with the Project/Technical Authority on all matters concerning technical aspects of the Work and performance of its resources; and
  7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## **8.0 PRIORITY OF DOCUMENTS**

- 8.1 The documents specified below form part of and are 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. These Terms and Conditions;
  2. The Statement of Work, Appendix B hereof;
  3. The General Conditions, Appendix A hereof;
  4. Basis of Payment, Appendix C hereof;

5. Certification Requirements, Appendix E
6. Request for Proposal number 01B68-13-0020;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

## **9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

In this section of the RFP,

- 9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

**Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts**, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

## **10.0 REPLACEMENT OF PERSONNEL**

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services or those of research personnel, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.

10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the work plan. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01B68-13-0020

10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

#### **11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

This section is intentionally left blank

#### **12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

#### **13.0 BASIS OF PAYMENT**

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached **Appendix C** (Basis of Payment) for Work performed pursuant to the Contract.

#### **13.2 LIMITATION OF EXPENDITURE – CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS**

1. Canada's total liability to the Contractor under the Contract for **all approved Task Authorizations**, inclusive of any amendments, **must not exceed \$\_\_\_\_\_ (enter at contract award)**. Customs duties are included and the Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contracting Authority. The Contractor shall notify the Contracting Authority:
  - a. when funds are 75 percent committed;
  - b. four (4) months prior to the then-current Contract expiry date;
  - c. if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.
3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional

funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability under this Contract.

4. In the event that the Contractor is requested to perform Work pursuant to the Contract, and that the unused liability of Canada under the Contract is less than the value of the Work requested, the Contract may be amended through a formal contract amendment issued by the Contract Authority.

### 13.3 BASIS OF PAYMENT – TASK AUTHORIZATIONS

#### **Firm Lot Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the TA, the Contractor will be paid a firm price as identified in the TA. Customs duties are included and the Applicable Taxes are extra

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, **the Contractor will be paid an all-inclusive firm price (including shipping /courier) of \$ \_\_\_\_\_ (insert amount at contract award).** Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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.

### 13.4 Inspection and Acceptance

All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Project Authority or his/her designated 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 Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

### 14.0 METHOD OF PAYMENT

- 14.1 Payment will be made **in accordance with the following payment schedule**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

**This schedule applies for each individual study**

Milestone No.	Description or "Deliverable"	Firm Amount Percentage %
Phase #1	<ul style="list-style-type: none"> <li>- Workplan submitted for approval prior to study initiation.</li> <li>- Copy of the master schedule for the greenhouse and laboratory facilities.</li> <li>- Critical event QA audit schedule detailing the selected phase for the greenhouse and laboratory facilities, as well as the final report.</li> <li>- Identification of all study personnel (Study Director, Principal Investigator (greenhouse and laboratory), Test Site Manager (greenhouse and laboratory), Quality Assurance).</li> <li>- Copies of Standard Operating Procedures (SOPs) or for returning contractors, updates to current SOPs if revisions have been made.</li> </ul>	<b>25%</b>
Phase #2	<ul style="list-style-type: none"> <li>- Selection and contracting of an appropriate greenhouse facility in which to conduct the trials. Management of this phase of the work.</li> <li>- Draft study plan for review and approval by the PMC project authority.</li> <li>- Trial tracking form (from RDFN) to document application and sampling dates.</li> <li>- Confirmation of completion of all applications and sampling.</li> </ul>	<b>25%</b>
Phase #3	<ul style="list-style-type: none"> <li>- Selection and contracting of an appropriate greenhouse facility in which to conduct the trials. Management of this phase of the work.</li> <li>- Draft study plan for review and approval by the PMC project authority.</li> <li>- Trial tracking form (from RDFN) to document application and sampling dates.</li> <li>- Confirmation of completion of all applications and sampling.</li> </ul>	<b>25%</b>
Phase #4	<ul style="list-style-type: none"> <li>- Draft final study report for review and comments by the PMC</li> <li>- Completed report and all study-associated raw data (original and electronic).</li> </ul>	<b>25%</b>

14.2 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A, General Conditions.

## 15.0 INVOICING INSTRUCTIONS

15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

15.2 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

1. The date;
  2. Name and address of the Contractor;
  3. Name and address of Agriculture and Agri-Food Canada;
  4. Reference number;
  5. Period in which services were rendered;
  6. Contract number; 01B68-13-0020
  7. The amount invoiced (exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST) as appropriate and the amount of GST or HST, as appropriate, shown separately;
  8. Contractor's GST number/Procurement Business Number.
- 15.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

## **16.0 MANDATORY CERTIFICATIONS**

- 16.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

## **17.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)***

### **(CANADIAN CONTRACTOR)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### **(FOREIGN CONTRACTOR)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **18.0 INSURANCE REQUIREMENTS**

- 18.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **19.0 TASK AUTHORIZATIONS**

### **19.1 Minimum Work Guarantee**

- 19.1.1 "Maximum Contract Value" means the sum specified in Contract clause 13.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations.

"Minimum Contract Value" means 1 % of the Maximum Contract Value

- 19.1.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 19.1.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 19.1.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

- 19.1.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## **20.0 ALLOCATION OF WORK – Task Authorizations**

- 20.1 **Purpose of TA:** Services to be provided under the Contract are on an as-and-when-requested basis and will be ordered by Canada using a Task Authorization ("TA"). The process is outlined in this section.

- 20.2 **Allocation of TA's for Multiple Contracts:** Task Authorizations will be assigned in descending order of the combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price will be assigned TA's up to their capacity. Once their capacity has been reached, the next Task Authorizations will be assigned to the responsive bid with next highest combined rating of technical merit and price up to that bidder's capacity. If a bidder confirms in writing that it is unable to perform the Task Authorization, the request will be forwarded to the next highest ranked bidder.

- 20.3 **Process for Issuing a TA:** Upon identification of a work requirement, the Project Authority will contact the identified Contractor Representative. A request for service will be provided to the contractor which identifies pertinent information (see below).

The contractor will provide a cost estimate, based on proposed level of effort (where applicable) and the rates of the contract. Rates will be applied based on

the Firm Rates detailed in the Basis of Payment, Appendix C. The project authority may choose to use the template in Appendix B, or another document. Only work authorized by the Project Authority or departmental representative may be performed and will be paid for by AAFC.

20.4 **Contents of a TA:** A Task Authorization will contain the following information, as applicable:

- specific time-frame for response;
- a detailed Statement of Work (SOW) which will:
  - Describe and detail work activities within the scope of the Contract to be performed by the Contractor;
  - Describe the deliverables to be completed, as well as a schedule indicating completion dates for major work activities and/or submission dates for deliverables;
  - The cost category and applicable rate(s);
  - Identify the required start and completion dates;

20.5 **Approval Process:** Task Authorizations must be signed by the Contractor and the Project Authority and will form the Statement of Work for the period indicated within the Task Authorization. The Contractor must not commence work until an approved Task Authorization has been received. The Contractor acknowledges that any and all work performed in the absence of a Task Authorization will be done at the Contractor's own risk, and the Crown will not be liable for payment therefore, unless or until a Task Authorization is provided by the Project Authority.

20.6 **Charges for Work under a TA:**

The Contractor must not charge Canada for any costs exceeding the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure.

## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "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;

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

1.5 "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 the 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 unliquidated 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
- a) 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;
- a) 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 require 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 (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - (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 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do 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 (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

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 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.

### 26.6 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](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 enure 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.

**APPENDIX B**  
**DETERMINATION OF DISLOGEABLE FOLIAR RESIDUES**

**STATEMENT OF WORK**

**1.0 Background:**

Over the past 10 years the PMC has undertaken 105 projects selected by the greenhouse vegetable growers. However the conduct of these projects has been hampered by the limited greenhouse capacity (both AAFC and private) under Good Laboratory Practice (GLP) as required by PMRA.

In addition, in order to meet the occupational safety of employees, the PMRA requires data on pesticide residue dissipation from plant foliage during pesticide application, and handling while growers are working around a treated crop over a prolonged period of time in a greenhouse

Dislogeable Foliar Residue Studies (DFR) are studies designed specifically to measure foliar dissipation. These studies involve the setting up of greenhouse trials, following the desired pesticide application pattern and sampling at regular intervals and conducting residue analysis concomitantly.

To date, there has been limited availability of dislodgeable foliar residue data conducted in greenhouses which prevents standardized dissipation rates from being established. This results in comprehensive requirements for pesticide dissipation data on an individual active ingredient basis.

Providing the PMRA with baseline information on pesticide residue dissipation from plant foliage during pesticide application, and handling while growers are working around a treated crop over a prolonged period of time, will potentially reduce the number of studies required for registration.

AAFC is requesting proposals for the planning, conduct of greenhouse trials and laboratory analysis for the generation of occupational health data, and drafting of associated reports. Greenhouse tomatoes will be used as the representative greenhouse vegetable crop and must be grown in a manner similar to commercial production practices. There will be up to fifteen studies each with a different class of pesticide. The test pesticides will be informed to the contractor after contract award at which time the contractor will develop a specific work plan targeting pesticide/crop combination for AAFC's approval Reports of the findings will be prepared following a template provided by AAFC.

Projects must follow the study plan template provided by AAFC and meet the appropriate policies and data requirements of the PMRAPRO98-04, Post application Exposure Monitoring Test Guidelines.

The data generated will be used to develop baseline information to assist in regulatory decisions of new minor uses of pesticides for greenhouse vegetable crops by the Pest Management Regulatory Agency (PMRA). The greenhouse trials and laboratory analysis must be conducted following OECD Good Laboratory Practice (GLP) guidelines or U.S.A. EPA GLP requirements.

## **2.0 Objective:**

To generate data on pesticide dissipation from the foliage of greenhouse tomatoes and to draft associated regulatory reports to provide baseline information to assist the PMRA to issue regulatory decisions on new minor uses of pesticides.

## **3.0 Scope of Work:**

### **Sample Generation Component**

An accepted method for assessing potential exposure and the risk for workers re-entering greenhouses after pesticide application is to measure the dislodgeable foliar residues (DFR) by punching disks from the leaves of treated plants, rinsing the tissue with an aqueous surfactant solution and determining the amount of pesticide residue in the solution. This will be done at several intervals up to approximately a month after treatment to determine the amount of pesticide residue that are dislodged from the leaves..

A greenhouse tomato cultivar will be selected and grown at a research greenhouse facility, treated with the pesticides selected by the PMC and sampled according to the study plan template supplied by the PMC. All steps including the experimental design and controls must follow the study plan.

The test facility should represent or simulate the major greenhouse production house design used by area commercial growers. The individual plots shall be of adequate size (a minimum of 140 plants) to allow collection of all necessary plant material without sampling border rows, plot ends or adjacent plants on any given sampling date. No more than 2 leaf punches may be taken from any 1 plant at each sampling time. Consideration should be given to the growing space provided for the plants to ensure that individual plant leaves can be easily identified to the plant throughout the sampling schedule.

It is anticipated that the consultant will have to set up to 15 greenhouse studies corresponding to each of the up to 15 active ingredients selected by the PMC. The specific number of studies conducted and their timing will be determined by the PMC. It is anticipated that a maximum of up to 15 studies will be completed over the contract duration (approximately 4 years). Up to four pesticide applications will be required for each study. Samples of leaves will be collected, using mechanical leaf disc samplers with a diameter of 2.54 cm, pre- and post-treatment to each application and up to 35 days following the last application. Details on the sampling intervals provided in the study plan must be followed.

For pesticides that dissipate quickly, and for pesticides that persist longer, sampling may be discontinued with consultation with the PMC before or need to be continued beyond the 35 days suggested until a data point plateau is reached.

Each sample will consist of 40 leaf discs collected randomly from a collection of test plants with no more than two discs from any single plant on any given sampling event and only from leaves that have been treated with pesticide. For each event, three replicate samples will be collected from the treated plants and a single replicate sample will also be collected from the untreated (control) plants. Approximately 18 individual

sampling times will be required throughout the study. Leaf samples will be temporarily stored in a cooler packed with ice then transported to the laboratory for analysis. Within four hours of sample collection, residues on the leaves will be dislodged twice and the extracts stored in a freezer until laboratory analysis which must be carried out within 30 days.

Twelve untreated control samples will be required prior to the first application to be used for method validation purposes. In addition, samples for field recovery and travel recovery will be required on the day of each application and each subsequent sampling period (9 sampling periods). These samples will include 1 control; 3 field recovery samples and 1 travel recovery to be spiked with a low concentration of fortification solution; and 3 field recovery samples and 1 travel recovery to be spiked with a high concentration of fortification solution.

### ***Laboratory Chemical Analyses Component***

The chemical analysis for dislodgeable foliar pesticide residues on greenhouse tomato foliage samples collected are to follow the requirements of the Organization for Economic Cooperation and Development (OECD) Principles of Good Laboratory Practices (GLP) (rev 1997), the Study Plan (template provided by PMC) , and the Pest Management Regulatory Agency guidelines for DFR studies.

References for laboratory methodology and analytical information for handling the DFR samples will be outlined in the Study Plan.

The analytical phase portion of the Study Plan will include the following laboratory analysis requirements:

Contractors must use the same methods listed in the Study Plan for each of the pesticide active ingredients. If modifications are necessary, these must be documented and approved by the study director prior to sample analysis.

The analytical laboratory will prepare two concentrations of fortification solutions of each pesticide for the in-field fortification of control samples at the greenhouse location. Solutions are to be shipped prior to initiation of sampling. The greenhouse site will collect control samples to be used by the laboratory during method validation and concurrent fortification recoveries. The control samples will be shipped to the laboratory prior to initiation of pesticide applications so that method validation may be initiated immediately.

The method should be validated as quickly as possible following receipt of the control samples from the greenhouse site, preferably prior to receipt of treated samples. To validate the method, one control sample, and three fortified replicates, at each of the levels of fortification will be analyzed as outlined in the Study Plan. A solvent blank must be run with each set during the course of the analysis. Adequate concurrent recovery samples that bracket the actual residues must be analyzed. The concurrent recovery is conducted with sample analysis and is separate from the method validations.

. If storage stability data is not available for dislodging solutions, analysis is to be completed as quickly as possible in a GLP credited laboratory after receipt of each sampling period in order to avoid the requirement for storage stability analysis (within 30

days). Otherwise, a frozen storage stability analysis study must be conducted to bracket the longest period of frozen storage during the study.

#### **4.0 Communication:**

The nature of the work under this contract requires regular communication with the project authority. Contractors must submit a work plan for approval by the project authority prior to initiation of the study. The work plan should contain details on the location of the study the start date and timelines for completion of the work.

#### **5.0 Deliverables & Timelines:**

For each individual study, the following information will be required:

##### Phase 1

- Workplan submitted for approval prior to study initiation.
- Copy of the master schedule for the greenhouse and laboratory facilities.
- Critical event QA audit schedule detailing the selected phase for the greenhouse and laboratory facilities, as well as the final report.
- identification of all study personnel (Study Director, Principal Investigator (greenhouse and laboratory), Test Site Manager (greenhouse and laboratory), Quality Assurance).
- Copies of Standard Operating Procedures (SOPs) or for returning contractors, updates to current SOPs if revisions have been made.

##### Phase 2

- Securing of an appropriate greenhouse facility in which to conduct the trials. Management of this phase of the work.
- Draft study plan for review and approval by the PMC project authority.
- Trial tracking form (from RDFN) to document application and sampling dates.
- Confirmation of completion of all applications and sampling.

##### Phase 3

- Securing of an appropriate GLP certified laboratory for sample analysis and reporting.
  - Management of this phase of the work.
- Confirmation of method validation.
- Summary of analytical results, submitted after sample analysis
- Completion of analytical report

##### Phase 4

- Draft final study report for review and comments by the PMC
- Completed report and all study-associated raw data (original and electronic).

## **6.0 General Information:**

The following will be provided by AAFC:

- Study plan (Attachment #1 to Appendix B);
- Raw Data Field Notebook (RDFN) template
- Report template;
- AAFC will arrange to have the GLP test item and reference item supplied;

Contractor responsibilities:

- Selection and contracting of appropriate greenhouse and GLP laboratory facilities
- Sourcing of all plant (greenhouse tomato) material and equipment required for DFR sampling and residue dislodging (leaf punch, sample jars, etc.)

## **7.0 Constraints:**

Crop failure is an intrinsic component of plant cultivation. The contractor is required to notify the PMC in such event.

Appendix B  
Task Authorization (TA) Template

Work Authorization			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Task Number:</b>		<b>Date:</b>	
<b>Work Requirement</b>			
<b>1. Description of Work to be Performed</b> a. Overview b. Tasks			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>		<b>To:</b>
<b>Additional Details:</b>			
<b>3. Contract cost</b>			
<b>Cost Category</b>	<b>Rate</b> <small>(as per contract)</small>	<b>Estimated Quantity</b> <small>(where applicable)</small>	<b>Total Cost</b>
<b>Professional Services</b>	<b>Total</b>		
	<b>GST / HST</b>		
	<b>Professional Services Total</b>		
<b>Approval</b>			
<b>4. Approval</b>			
<b>Individual Authorized to Sign on Behalf of:</b>	<b>Name</b>	<b>Signature</b>	
<b>CONTRACTOR</b>			
<b>AAFC Project Authority</b>			

**Attachment #1 to Appendix B**  
**DFR tomato study plan template 2013**

**Please refer to the attachments of this RFP**

## **APPENDIX "C"**

### **BASIS OF PAYMENT**

#### **1.0 General**

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) for the labour will be shown separately.

#### **2.0 Pricing Basis**

The Contractor shall be paid in accordance with the following for work performed under the Contract.

## APPENDIX D

### EVALUATION PROCEDURES & CRITERIA

#### HIGHEST COMBINED SCORE WITH WEIGHTINGS

##### TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

#### 1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proposers' responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Proposers' Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Proposer's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal = 90%

Financial Proposal = 10%

Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (90)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (10)}}{\text{Bidder's Price}} = \text{Overall Score}$$

**Example:**

<i>Highest Combined Rating Technical Merit (90%) and Price (10%)</i>			
<i>Calculation</i>	<i>Technical Points</i>	<i>Price Points</i>	<i>Total Points</i>
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 90}{100} = 79.2$	$\frac{*50,000 \times 10}{60,000} = 8.3$	79.2 + 8.3 = 87.5
Proposal 2 - Tech = 86/100 - Price - \$55,000	$\frac{86 \times 90}{100} = 77.4$	$\frac{*50,000 \times 10}{55,000} = 9.1$	77.4 + 9.1 = 86.5
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 90}{100} = 68.4$	$\frac{*50,000 \times 10}{50,000} = 10$	68.4 + 10 = 78.4
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 87.5			

**1.5 To be considered Responsive, a Proposal Must:**

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the minimum number of points identified in the rated criteria.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proposers are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

1.8 The Proposers acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.

1.9 Proposers shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

## **2.0 MANDATORY REQUIREMENTS**

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

**Refer to Attachment #1 to Appendix D for the Mandatory Criteria.**

## **3.0 POINT RATED REQUIREMENTS**

The Proposer must address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Proposer for clarifications.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

**Refer to Attachment #1 to Appendix D for the Point Rated Criteria and corresponding tables.**

## **4.0 FINANCIAL PROPOSAL**

**Bidder is required to provide a firm all inclusive price (including shipping / courier)**

- 4.1 In the Financial Proposal, the Proposer shall provide a firm, all inclusive price (including shipping / courier) to provide the services requested in accordance with the Statement of Work **Appendix B.**

## **5.0 DETERMINATION OF SUCCESSFUL BIDDER**

Since more than one contract might be awarded for this requirement of up to 15 studies as specified in the Statement of Work, in Annex B the following method will be used in order to award these studies. The successful bidder with the highest combined financial and technical score as determined Appendix "D" 1.0 will be awarded as many studies on an "as and requested basis" up to their capacity. The remaining studies will be awarded in descending order in the same way.

**Example:**

<i>Allocation of the 15 Studies Available</i>			
<i>Successful Bidders</i>	<i>Combined Financial and Technical Score</i>	<i>Company Capacity(how many studies request in bid)</i>	<i>Awarded Studies</i>
Company A	90	6	6
Company B	88	5	5
Company C*	85	5	4
Company D**	80	3	0
<i>*Company C would only get 4 studies awarded to them even though they asked for 5 studies because the remaining studies would be awarded to higher ranked companies</i>			
<i>** Company D would not get awarded a contract because the studies were awarded to higher ranked companies.</i>			

**APPENDIX E**

**CERTIFICATION REQUIREMENTS**

The following certification requirements apply to this Request for Proposal (RFP) document. Proposers must include, with their proposal, a signed copy of this certification below.

**A) 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 those set out in Part 3 of this RFP shall form part of the Resulting Contract

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) 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 **iv)** 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 (complete address) **iii)** telephone and fax number and email:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) EDUCATION/EXPERIENCE CERTIFICATION**

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) PRICE/RATE CERTIFICATION**

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**E) VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this Request for Proposal be:

valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,

signed by an authorized representative of the Bidder in the space provided on the RFP; and,

provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**F) AVAILABILITY AND STATUS OF PERSONNEL**

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees 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 fulfillment 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 fulfillment 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G) PUBLIC ORGANIZATIONS, UNIVERSITIES, NON-PROFIT AND CHARITABLE ORGANIZATIONS**

Public organizations, universities, non-profit and charitable organizations who wish to submit a proposal for this requirement, must provide the following certification:

"We hereby certify that we have established ourselves as competing with the private industry in the normal course of business and are not given unfair competitive advantage either through subsidization or through the absence of any liability to pay corporate taxes."

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **H) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date