

**AGRICULTURE AND AGRI-FOOD CANADA**

**REQUEST FOR PROPOSAL**

**Sheep Grazing to Control Leafy Spurge  
Agriculture & Agri-Food Canada (AAFC)  
Elbow Community Pasture 2014 - 2015**

**CLOSING DATE and TIME:**

**February 27, 2014  
2:00 p.m. Regina Time  
(CENTRAL STANDARD TIME)**

**SOLICITATION #: 01R11-14-S076**

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## GENERAL INFORMATION

### 1.0 INTERPRETATION

In this Request for Proposal (RFP),

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

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

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

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

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

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

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

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

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

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

### **1.0 ACCEPTANCE OF TERMS AND CONDITIONS**

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

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

### **2.0 COST OF PROPOSAL PREPARATION**

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

### **3.0 ELECTRONIC SUBMISSIONS**

Due to the nature of this RFP, electronic transmission of proposals by such means as electronic mail or facsimile to Agriculture and Agri-Food Canada is not considered to be practical and therefore will not be accepted.

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

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

Written Enquiries and issues must be received by the below Contracting Authority on or before 2:00 pm local Regina time, February 20, 2014 to allow sufficient time to provide a response. Enquiries or issues received after that time will not answered.

**Contracting Authority:**

Colby Collinge

E-mail: [colby.collinge@agr.gc.ca](mailto:colby.collinge@agr.gc.ca)

Phone: (306) 523-6545

To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all proposers to which this solicitation has been sent, any information with respect to significant enquires received and the replies to such enquiries without revealing the sources of the enquiries.

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

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

## **5.0 PROPOSAL SUBMISSION DEADLINE**

The proposal **MUST** be delivered to and received by the Contracting Authority no later than **2:00 P.M. (REGINA TIME) CST February 27, 2013**, at the following location. The envelope containing the Proposals must be addressed / labelled as follows:

Agriculture and Agri-Food Canada  
Western Service Centre  
300 – 2010 12<sup>th</sup> Avenue  
Regina, SK S4P 0M3

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## **6.0 RIGHTS OF CANADA**

Canada reserves the right to:

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

## **7.0 MANDATORY CLAUSES**

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

## **PART II: PROPOSAL PREPARATION**

The Proposal Package must be structured in **THREE (3) Sections** as follows:

### **1.0 PROPOSAL PRESENTATION**

One (1) Original Copy and one (1) electronic copy on disc or USB Memory Stick of the Proposal Presentation shall be **in a separate sealed envelope labelled:**

**“TECHNICAL PROPOSAL #01R11-14-S076 – RFP, SHEEP GRAZING TO CONTROL LEAFY SPURGE**

The following submission format is required:

- 1. Title Page**
- 2. Table of Contents**  
A listing of the Proposal contents with reference to the appropriate page number.
- 3. Letter of Introduction (1 page maximum)**  
Provide an overview of your company including:
  - Corporate overview
  - Corporate relationships
  - Length of time in business
  - Location of head office and any sub-offices
- 4. Mandatory Requirements**
- 5. Point Rated Criteria**

Proposal shall also include with that presentation, all documents, certificates or other information that may be required to ensure compliance to all the mandatory requirements identified within this RFP.

It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proposer's disadvantage.

## **2.0 FINANCIAL PROPOSAL**

One (1) Original Copy of Bid Document, Annex C shall be in a separate sealed envelope labelled:

**“FINANCIAL PROPOSAL” #01R11-14-S076 – RFP, SHEEP GRAZING TO CONTROL LEAFY SPURGE**

The Contractor’s price proposal shall be submitted on ANNEX C – Bid Document and be based on the Statement of Work (Appendix B) for all phases of this project.

This amount shall represent the maximum obligation of AAFC in terms of the contract.

The Bid Price shall be a firm all inclusive rates. No other costs, fees or expenditures will be refunded to the company under any contract issued.

## **3.0 CERTIFICATION REQUIREMENTS**

One (1) Original Copy of the Certification Requirements shall be **in a separate sealed envelope labelled:**

**“CERTIFICATION REQUIREMENTS” #01R11-14-S076 – RFP, SHEEP GRAZING TO CONTROL LEAFY SPURGE**

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

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

## **PART III: RESULTING CONTRACT CLAUSES**

### **1.0 GENERAL CONDITIONS**

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

### **2.0 CONTRACTING AUTHORITY**

The Contracting Authority for this Contract is:

Colby Collinge  
Agriculture and Agri-Food Canada  
Western Service Centre  
300 – 2010 12<sup>th</sup> Avenue, Regina, Sask  
Tel.: (306) 523-6546  
Fax : (306) 523-6553  
E-mail : [colby.collinge@agr.gc.ca](mailto:colby.collinge@agr.gc.ca)

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

### **3.0 PROJECT AUTHORITY**

The Project Authority for this Contract is:

(To be indicated upon Contract Award)

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

### **4.0 PRIORITY OF DOCUMENTS**

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

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

GENERAL CONDITIONS (Attached)

APPENDIX A

STATEMENT OF WORK

APPENDIX B

## **STATEMENT OF WORK**

### **Sheep Grazing to Control Leafy Spurge Agriculture & Agri-Food Canada (AAFC) Elbow Community Pasture 2014 & 2015**

#### **1.0 BACKGROUND:**

Leafy Spurge (*Euphorbia esula*) is an aggressive invasive weed that is dominating significant areas in the Agriculture and Agri-Food Canada (AAFC) Elbow Community Pasture. Wild Rose (*Rosa sp.*) and Western Snowberry (*Symphoricarpos occidentalis*) are shrubby species which have expanded on the pasture beyond their natural amounts of cover. It has been found that sheep willingly graze these species, reducing the above ground cover, thus allowing desirable grasses and forbs to flourish.

In the past, the success of this project has proven successful with contracts that were awarded to The Sheep Development Board to control this species. It is determined that services are needed again for 2014 & 2015 by tendering using a competitive request for proposal (RFP) process.

#### **2.0 OBJECTIVE:**

To use sheep to control the vegetative growth of the invasive weed Leafy Spurge, and the shrub species Western Snowberry and Wild Rose to eliminate their spread and allow for enhanced growth of desirable grasses and forbs.

#### **3.0 SCOPE OF WORK:**

Services are needed during the period May to October 2014 & 2015 to provide and maintain sheep for the vegetative control of Leafy Spurge, Western Snowberry and Wild Rose (target species) within the Elbow Community Pasture, located in the Province of Saskatchewan, approximately 18 km southeast of the Town of Elbow. (**See Attachment #1 - Pasture Location Plan**)

#### **DESCRIPTION OF AREA:**

##### Soil and Geology

The soils in the Elbow Community Pasture range from sandy foam to sandy and are considered fragile in terms of erodibility.

## Vegetation

The vegetation consists mainly of native grasses, forbs, rose, western snowberry, leafy spurge, and some poplar, birch and willow areas. Stumps occur in scattered areas from previous burns but should not hamper grazing operations. Cactus occur within the area of the planned grazing as well.

Western Spiderwort, an endangered plant species, has been identified in the area to be grazed. The Contractor and Herder(s) need to be able to identify this plant and try to avoid grazing where this plant occurs.

## Topography

The topography ranges from moderately to sharply rolling and includes some dune topography.

## 4.0 **TASKS:**

The Contractor shall undertake the following tasks:

1. The Contractor shall provide a proposed **Program of Operation**. This program shall include a herd make-up description for the flock, daily grazing and watering schedule, description of the penning facility and the camping facility of the herder(s).
2. Consult with the Pasture Manager to confirm the grazing season (dates for take-in and take-out) and develop a **Herding Arrangement and Grazing Plan** (areas to be grazed and rotations) prior to delivery of sheep to the pasture. Identifying specific areas where Western Spiderwort occurs in order to avoid grazing on these locations. The Grazing Plan will address restrictions for the timing and rotation of grazing in areas where Western Spiderwort occurs. The length of the grazing season, areas and the rotations could be subject to change during the period of the contract. The Herding and Grazing Plan shall be subject to the approval of the Pasture Manager prior to the commencement of the grazing season.
3. Provide a list of names of all individuals, including proposed herder(s), who will require entry to the pasture in order to carry out the work. Additions or deletions to the list shall be promptly provided. Additions to the list must be provided prior to the individuals accessing the pasture.
4. Provide a list of names and addresses of all producers who will supply sheep to this project.
5. Supply sheep as follows:
  - a. Flock shall be comprised of a minimum 1,000 ewes, maximum 2500 ewes. Numbers exceeding 2000 shall require consultations with the Land Manager.
  - b. Flock may be accompanied by a number of rams subject to approval by AAFC.

6. Supply trained dogs as follows:
  - a. Herding dogs capable to move and control a large flock of sheep in open rough terrain;
  - b. Guardian dogs bred and acclimatized to protecting a large flock of sheep in an open rugged environment.
7. Consult with Pasture Manager, or his designate, weekly during the grazing season regarding where and when grazing of target species shall take place within the pasture. The Pasture Manager is the responsible authority for determining when and where grazing will occur.
  - a) animals must be allowed adequate time each day for grazing and watering.Herding of animals from a central penning area shall not be considered as grazing time.
8. Commence grazing of the full flock after a Contract is awarded, or weather permitting, at such a later date as negotiated with AAFC, and shall remove all sheep from the pasture by September 30, 2014 & 2015 unless:
  - a) there are deteriorating climatic and vegetative conditions in which case AAFC will provide written notice to the Contractor allowing 10 days, from the date of the notice, to reduce the flock size or vacate between May and September 30, 2014 & 2015.
9. Provide all camping facilities, herders, equipment, materials and supplies necessary for the satisfactory performance of the work including: supplementary feed for sheep and other stock, salt and/or mineral supplement; veterinary medicines and supplies; permits or licenses, vehicles; dogs; horses; and penning and watering facilities (except as indicated, **See Attachment #2 - Useable Inventory List & #3 - Use of Assets, Facilities, Equipment**).
10. Have a herder present and on-site with the flock throughout the duration of the period of the contract. The Herder(s) supplied by the Contractor shall be sufficiently knowledgeable of local vegetation as to accurately recognize the areas infested with the target species and herd the animals accordingly during the grazing period.
11. Provide supplementary feed for the sheep and other stock used in the fulfillment of this contract as required. All feeds brought onto the pasture must be free of noxious weeds and shall only be fed in confined areas approved by AAFC.
12. Obtain and pay for any permits or licenses as may be required for any portion of this Contract.
13. Comply with Municipal, Provincial Government and Government of Canada regulations that would be relevant to deliverables in the Contract.

14. Ensure that primary diet for the sheep and lambs consists of the target species, Leafy Spurge, Western Snowberry, and Wild Rose.
15. Ensure all animals are cared for consistent with acceptable animal husbandry practices and in keeping with any health of animal regulations.
16. Dead animals will be disposed of by the Contractor as soon as possible in accordance with accepted industry practices and any Health of Animals Act requirements. Method and area of disposal must be approved by the AAFC if on pasture land.
17. Ensure all animals delivered to the pasture be accounted for at the conclusion of the grazing season (September 30, 2014 & 2015). The contractor will be paid only for the number of ewes verified at 'take-out' by AAFC.
  - a) Weather permitting, all animals shall be removed from the pasture on or before September 30, 2014 & 2015 at the owner's expense. Should stray animals be encountered by the Pasture Manager, AAFC will provide verbal notification at which time the Contractor will have three (3) days to remove all strays.
18. Provide a **Grazing Report** outlining the fields, and dates where grazing took place.

## **5.0 CONTRACTOR RESPONSIBILITIES:**

The Contractor will be responsible to:

1. Complete the Contract according to the Tasks and Deliverables section and ensure herder(s) are aware of the requirements of work to be completed under the resultant Contract;
2. Facilitate the monitoring of the project progress and discuss any issues that may arise.

## **6.0 DEPARTMENTAL RESPONSIBILITIES:**

The Department will:

1. Verify animal numbers on 'entry to' and 'exit from' the pasture;
2. Permit the Contractor to use, for camp and penning purposes, any land available in the vicinity of the work that is part of the Elbow AAFC Community Pasture, provided such use shall not interfere with any part of the work of other Contractors, or the work of Government of Canada in the vicinity;
3. Inspect all grazing areas during the grazing season;

4. Canada will provide Useable Inventory as specified in "Attachment 2" for use by the Contractor for the duration of the contract. The Contractor's representative and Pasture Manager will confirm the inventory and amounts present to be used at the beginning of the Contact period, and again at the completion of the Contract period. The contractor will endeavor to use the described inventory in an appropriate and reasonable manner as to limit damage. Only reasonable wear and tear will be accepted.
5. Canada will allow the Contractor the use of additional "Assets, Facilities and Equipment" in "Attachment 3" as described.

## **7.0 DELIVERABLES AND SCHEDULE:**

<b><u>DESCRIPTION</u></b>	<b><u>DUE DATE</u></b>
Proposed Program of Operation ( <b>Task #1</b> )	Prior to sheep delivery
Herding Arrangement and a Grazing Plan ( <b>Task #2</b> )	Prior to sheep delivery
List of individuals and proposed herders ( <b>Task #3</b> )	Prior to sheep delivery
Producer List ( <b>Task #4</b> )	Prior to sheep delivery
Sheep Delivery ( <b>Task #5</b> )	May 17, 2014/2015
Removal of Sheep ( <b>Task #8</b> )	By September 30, 2014/2015
Final Grazing Report ( <b>Task #18</b> )	On or before November 15, 2014/2015

## **8.0 DURATION OF THE CONTRACT:**

Work will commence upon Contract Award and shall be completed according to the Schedule of Deliverables. All sheep and animals shall be removed from the pasture on or before September 30, 2014/2015. The Contract ends November 15, 2015.

## **9.0 SECURITY:**

Work will be carried out within the Elbow Community Pasture and security will not be required. Herder(s) will be working in remote areas of the pasture; not around any facilities, etc.

## **10.0 RISKS AND CONSTRAINTS:**

AAFC foresees that the following could be a potential risk and constraint that must be recognized and controlled for through a risk mitigation strategy:

1. Work entails Herder(s) living on the pasture at a camping facility, working with animals and handling equipment which could pose a Health and Safety concern if an accident were to occur and prevent the work from being carried out and completed on time.

## **11.0 ADDITIONAL TERMS AND CONDITIONS OF WORK:**

1. No soil disturbances will be permitted for the preparation of camp, penning sites or for the construction or maintenance of access roads. Also, vehicular traffic should be confined to existing trails to reduce soil disturbance and the potential

of exhaust-related fires.

2. Take precautions to ensure that minimal damage occurs to fences within the pasture by sheep passing through and, should damage occur, shall promptly repair all fences at the Contractor's own expense.
3. If private land outside the Elbow Pasture is used for a campsite, make all necessary arrangements with the owner and pay all rental or other costs connected therewith.
4. Canada will assume no responsibility for damage to Contractor's Campsite or interference with the Contractor's camp due to any operations under this Contract or any work connected with the project.

## **12.0 ESTIMATED VALUE:**

The Contract value shall not exceed \$38,000.00 (GST extra) for each of 2014 and 2015 season for a total Operational and Grazing Costs of \$76,000.00 (GST extra) to complete the work. **AAFC is not prepared to pay for any additional expenses outside this value.**

## **13.0 PROJECT AUTHORITY/DEPARTMENTAL REPRESENTATIVE:**

The Contractor shall report to and provide deliverables to the AAFC Project Authority:

(To be indicated upon Contract Award)

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

All invoices under the Contract shall be addressed and submitted direct to (to be indicated later) at the above address.

**ATTACHMENT 1**

**PASTURE LOCATION PLAN**

(Attached by Separate Document)

**ATTACHMENT 2**

**USEABLE INVENTORY LIST**

<b>AAFC USEABLE INVENTORY LIST</b>		
<b>Description</b>	<b>Quantity</b>	
Mesh Fence	30 rolls	
Working Chute/Squeeze	1	
Sorting Tub	5 pieces	
Steel Framed Panels (10' x 3')	22	
Poly Water Tank (300 gal)	1	
Galvanized Panels (12' x 4')	11	
Steel frame & Mesh Panels (12' x 5')	6	
Water Trough – square 6 x 6	1	
Foot Bath (3 x 3 x 1)	1	

### ATTACHMENT 3

#### USE OF ASSETS , FACILITIES AND EQUIPMENT

The following indicates the types, quantities and locations of assets, facilities, equipment and their conditions applicable to their usage.

##### **A. Corrals**

- a. A7a NE 36-24-3-W3 (Barney's)
  - Corrals, large and small pens
  - Corral shelter
  - Corral areas (corrals, shelter and working area)
  -
- b. A2a SE 25-23-2-W3 (Tugaske)
  - Corrals
  - Corral shelter

##### **B. Accommodation Location A7a NE 36-24-3-W3**

The Contractor will have access to and use of the existing accommodation located at the A7a corrals under the following conditions:

1. Contractor will be allowed to occupy the accommodation starting one week prior to sheep delivery to one week after sheep removal.
2. The accommodation will be inspected by the Pasture Manager prior to being occupied to document conditions.
3. The usage of the accommodation will be limited to people directly involved in the execution of the Contract.
4. No animals or pets will be allowed in the accommodation.
5. Any damage and/or required repairs will be report to the Pasture Manager.
6. Prior to vacating, the accommodation will be cleaned to a manner equal to or exceeding the condition upon occupying.

##### **C. Assets/Equipment (A/E)**

Moveable assets/equipment will be documented on Attachment #2 prior to usage.

The A/E can be moved and used anywhere within the working area (Elbow Community Pasture) including moving to and from those sites.

The A/E will be protected and/or carefully monitored if in direct view of the public to limit incidences of theft.

At the end of the Contract period, the A/E will be collected and accounted for, then stored. The Pasture Manager will confirm the above.

**D. Assembly/Holding/Disposal Locations**

Locations within the pasture used for assembling herds (corrals, pens, night pens, sick pens) will be discussed with and pre-approved by the Pasture Manager

Locations and methods of carcass disposal will be discussed with and pre-approved by the Pasture Manager.

## 1. Evaluation and Selection Plan

### Overall Proposal Weights

The evaluation criteria for this RFP places significant weight on the Bidder's Technical proposal and the Bidder's ability to meet the technical requirements of the RFP. The Technical and Financial proposals will be scored separately. The Overall Proposal Score will be determined by combining the Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights :

<b>Technical Proposal</b>	=	<b>80</b>
<b>Financial Proposal</b>	=	<b><u>20</u></b>
<b>Overall Proposal</b>	=	<b>100</b>

## 2. Evaluation and Selection Process

### a) Overview

This RFP will utilize a five-phase evaluation process :

Phase 1: Evaluation of Mandatory Criteria

Phase 2: Evaluation, Scoring of Point-Rated Criteria and Minimum Threshold

Phase 3: Technical Scoring

Phase 4: Financial Proposal Evaluation and Scoring

Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award.

### b) Phases

#### ***Phase 1: Evaluation of Mandatory Criteria***

Proposals will be evaluated in accordance with the Mandatory Criteria as detailed in Appendix D of this document. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposal failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

***Phase 2: Evaluation, Scoring of Point-Rated Criteria and Minimum Threshold***

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in Appendix E of this document. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder’s response and to enable the Evaluation Team to rate the proposals.

To be considered further, bidders must achieve a minimum score of at least **60%** of the total points assigned for Technical and Managerial component to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

Bids that do not obtain the minimum threshold will not be given further consideration.

***Phase 3: Technical Score***

A Technical Proposal Score will be computed for each technically responsive Bidder. Bidders’ technical proposals will be evaluated utilizing the mandatory and point-rated evaluation criteria and in accordance with the evaluation process described herein

**TOTAL RATED POINTS**

**Score Calculation Example Based on a Total Value of 80 Points.**

$$\frac{\text{Total Technical Score}}{\text{Maximum Score Attainable}} \quad \times \quad 80 \quad = \quad \text{Bidder's Score}$$

*Example : Given the proposal have met the minimum thresholds*

$$\frac{135}{160} \quad \times \quad 80 \quad = \quad 67.50 \text{ out of } 80$$

**Note:** Scores will be computed to a maximum of two decimal places.

***Phase 4: Financial Proposal Evaluation and Scoring***

The Financial Proposal Score (out of 20 points) will be computed for each technically responsive Bidder using the following formula :

$$\frac{\text{Lowest Responsive Aggregated Price}}{\text{Bidder's evaluated Aggregated Price}} \times 20 = \text{Financial Proposal Score} \\ \text{(maximum 20 points)}$$

*Example: Calculated based on the Financial Component being valued at 30.*

$$\frac{\$ 21,000.00}{\$ 24,000.00} \times 20 = 17.5 \text{ out of 20}$$

***Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award***

Following the determination of each responsive bidder's financial proposal score, Overall Proposal Scores (out of 100 points) will be determined by adding the Final Technical Proposal Score (out of 80 points) with the Financial Proposal Score (out of 20 points). Bidders Overall Proposal Scores will be ranked highest to lowest.

**The Bidder with the highest combined technical and financial score will be awarded the contract.**

## MANDATORY CRITERIA

## APPENDIX D

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

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

Proposers are advised that AAFC has provided a ‘Mandatory Compliance Check List - Appendix F’ to assist the Proposer in complying with all mandatory criteria.

**M1** The Proposer must submit the Proposal according to:

- i. Part I - Section 5 of this RFP - Proposal Submission deadline

**M2** The Proposer must submit the Proposal as detailed in:

- i. Part II - Section 1 of this RFP - Proposal Presentation in a separate envelope.
- ii. Part II - Section 2 of this RFP - Financial Proposal in a separate envelope.
- iii. Part II - Section 3 of this RFP - Certification Requirements in a separate envelope.

**M3 Other Mandatories as provided by the Project Authority**

1. The Contract value shall not exceed \$76,000.00 (GST extra) for the total Operational and Grazing Costs to complete the work.
2. The bidder shall have experience in managing and controlling a large herd of sheep in an open, rugged environment to target the grazing of specific species of plants.  
Primary species: Leafy Spurge  
Secondary: Western Snowberry  
Wild Rose
3. Secure and supply:
  - 1000 - 2500 healthy ewes;
  - Minimum 1000 required.
4. Supply one experienced herder, and one or two back-up herders, capable of managing large herds of sheep continually from take-in to round-up of the herd.
5. Secure, supply and manage trained herding dogs:
  - Supplier shall provide one main herding dog for immediate work;
  - Supplier must have the ability to provide additional, back up herding dogs to replace injured, sick or incapacitated dogs.
6. Provide a minimum of 3 guardian dogs, bred and acclimatized to protecting a large flock of sheep in an open rugged environment.

## POINT RATED CRITERIA

## APPENDIX E

In order to be considered responsive, a proposal must score **at least 132 points (60%) out of 220 (total points assigned)** for Technical and Managerial and be evenly distributed to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

### RATINGS SCALE:

- 10 points: Excellent Exceeds the desirable maximum that is considered useful.
- 9 points: Very Good Substantially exceeds the desirable minimum  
Very well defined and thorough
- 8 points: Good Slightly exceeds desirable minimum  
Satisfactory details / Sufficiently defined.
- 7 points: Acceptable Just meets desirable minimum.  
Adequate information, marginal / minimal details
- 6 points: Poor Below the desirable minimum  
Missing information, incomplete, inconsistencies in proposal content
- 5 points: Not Valid Fails to meet desirable minimum  
Vague, not clearly defined insufficient detail, unclear
- 0 points: No information

### MAXIMUM POINT RATINGS:

Technical	60 Points
Managerial and Organizational	<u>160 Points</u>
TOTAL	220 Points

**1. TECHNICAL COMPONENT (Quality & Responsiveness)**  
**(This section should be at least 1 page minimum).**

A) Understanding the Project:

Demonstrates the importance of the grazing of targeted invasive weeds including: leafy spurge, snowberry and wild rose.

**Maximum 10 points**

B) Understanding the Scope & Tasks:

Demonstrates the understanding and ability to assemble and coordinate and meet the stated deliverable timeframes for the following:

- 1000 - 2500 ewes
- 1 - 3 experienced herders
- 1 + herding dogs
- 3 + guardian dogs
- Necessary equipment, materials and supplies (such as supplementary feed for sheep and other stock; salt and/or mineral supplement; veterinary medicines and supplies; permits or licenses; vehicles; horses; corrals; pens and watering facilities; transportation equipment and living accommodations)

**Maximum 50 points**

**2. MANAGEMENT & ORGANIZATIONAL (Company & Team Qualifications)**  
**(This section must be at least 1 page minimum and provide examples of experience conducting this type of work).**

A) Contractor Company Information including:

- Evidence that Contracting entity is stable, financially sound and will remain intact for the duration of the Contract

**Maximum 10 points**

B) Demonstrated Corporate Experience which includes:

- Performing the life cycle of larger Contracts
- Performing grazing Contracts in coordination with other land users
- Understanding the complexities and coordination required to graze invasive species of plants in a non-controlled environment

**Maximum 30 points**

C) Contractor Team - Experience, Capability and Training Components of the Contract

The bidder shall demonstrate for each proposed resource:

Header(s):

- Name of Header and years of experience in managing large flocks of sheep
- Experience in managing large flocks of sheep with herding and guardian dogs
- Experience to identify and graze the targeted species
- Knowledge of the growth patterns and health concerns relating to the grazing of targeted plant species
- Names of replacement herders with years of experience and their knowledge & abilities

**Maximum 50 points**

Herding Dogs:

- Number of main herding dogs to be provided and their training and experience to manage large moves of sheep flocks in rough terrain
- Number of additional herding dogs that could be provided, as required, and their experience

**Maximum 20 points**

Guardian Dogs:

- Number of guardian dogs to be provided with their experience and their capability to perform their functions to protect a sheep flock.
- Show that the guardian dogs are compatible with other non-predatory animals.

**Maximum 20 points**

Resources and Equipment:

The Contractor must demonstrate their ability to provide resources/equipment to conduct the grazing operations:

- Horses and/or ATVs/UTVs, vehicles to conduct operations off-road
- Have facilities, fencing, pens, handling systems to congregate and manage a flock of sheep and dogs
- Knowledge of assembling and maintaining of facilities, fences, electric fences (if used) and livestock watering systems

**Maximum 30 points**

## **MANDATORY COMPLIANCE CHECKLIST**

## **APPENDIX F**

### **1. PART I, SECTION 5 - SOLICITATION DEADLINE:**

Proposal must be received by **2:00 pm on February 27, 2014**

### **2. PART II, SECTION 1 - Proposal Presentation**

### **3. PART II, SECTION 2 - Financial Proposal**

### **4. ANNEX A - Certification Requirements**

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

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

### **5. ANNEX B - JOINT VENTURE**

### **6. ANNEX C - LIST OF SUB-CONTRACTORS**

### **7. ANNEX D – FINANCAIL PROPOSAL**

**CERTIFICATION REQUIREMENTS**

**ANNEX A**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

iv) \_\_\_\_\_

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 3) **VALIDITY OF PROPOSAL**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contact name : \_\_\_\_\_

Telephone number : \_\_\_\_\_

Fax number : \_\_\_\_\_

Email address : \_\_\_\_\_

GST # / Business # : \_\_\_\_\_

### 4) **AVAILABILITY AND STATUS OF PERSONNEL**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

The Offeror

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 6) **FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE**

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

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

Yes ( ) No ( )

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

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

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

**Work Force Reduction Program**

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

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## JOINT VENTURE

## ANNEX B

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

1. The Proposer represents that the bidding entity

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

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

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

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

\_\_\_\_\_ incorporated joint venture  
\_\_\_\_\_ limited partnership joint venture  
\_\_\_\_\_ partnership joint venture  
\_\_\_\_\_ contractual joint venture  
\_\_\_\_\_ other

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

3. Definition of joint venture

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

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

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

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bid Document

**Financial Proposal Pricing Table**

The bidder must provide a bid price in Column B for the work specified in the Statement of Work, Appendix "B".

<b>T1) Year 1 – Date of Contract Award to November 15,2014</b>				
<b>Description</b>	<b>Quantity (A)</b>	<b>Unit of Issue</b>	<b>Bidder to Indicate Cost Per Unit of Issue (B)</b>	<b>Extended Cost = (A x B)</b>
Task #1	1	Lump sum		
Task #2	1	Lump Sum		
Task #3	1	Lump Sum		
Task #4	1	Lump Sum		
Task #5	1	Lump Sum		
Task #6-7 and #9-17	1	Lump Sum		
Task #8	1	Lump Sum		
Task #18	1	Lump Sum		
<b>(T1) = Total Price for Year 1</b>				<b>= (T1)</b>

<b>(T1) Year 2 – May 17,2015 to November 15,2015</b>				
Task #5	1	Lump Sum		
Task #6-7 and #9-17	1	Lump Sum		
Task #8	1	Lump Sum		
Task #18	1	Lump Sum		
<b>(T2) = Total Price for Year 1</b>				<b>= (T2)</b>

**TOTAL AGGREGATE COST (YEAR 1 + YEAR 2, T1 + T2) = \_\_\_\_\_**

<b>Supplier to indicate:</b>	
Vendor / Firm Name:	
Signature:	Date :