

AGRICULTURE AND AGRI-FOOD CANADA

REQUEST FOR PROPOSAL

Analysis of microbial diversity
and functional genes in soil samples

CLOSING DATE and TIME :

May 5, 2014

14:00 CENTRAL STANDARD TIME (Winnipeg time)

SOLICITATION # : 01C15-14-S046

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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 Winnipeg time, **April 22, 2014** to allow sufficient time to provide a response. Enquiries or issues received after that time will not answered.

Contracting Authority :

Robin Allen

E-mail: Robin.Allen@agr.gc.ca

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

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

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

5.0 PROPOSAL SUBMISSION DEADLINE

The proposal **MUST** be delivered to and received by the Contracting Authority no later than **2:00 p.m. (Winnipeg time) CST May 5, 2014** at the following location. The envelope containing the Proposals must be addressed / labelled as follows :

Agriculture and Agri-Food Canada
Western Service Centre
Robin Allen
400 – 303 Main Street
Winnipeg, MB R3C 3G7

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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 rejections is in the interest of Canada. The determination of what is in the interest of Canada is made in the sole discretion of the Minister of AAFC (“the Minister”) or the Proposal Evaluation Panel;
- d) cancel and/or re-issue this requirement at any time;
- e) ask the proposer to substantiate any claim made in the proposal;
- f) enter into negotiations with one or more proposers on any or all aspects of their proposals;
- g) award one or more contracts;
- h) retain all proposals submitted in response to this RFP.

7.0 MANDATORY CLAUSES

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

PART II : PROPOSAL PREPARATION

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

1.0 PROPOSAL PRESENTATION

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

“PROPOSAL PRESENTATION” Solicitation #01C15-14-S046

The following submission format is required :

1. **Title Page**
2. **Letter of Transmittal**
3. **Table of Contents**
4. **Introduction**
(1 page maximum) Describe project background, purpose, scope of project.
5. **Technical**
(5 page maximum) Describe the specific technical services to be provided including : understanding project requirements; breakdown into logical tasks; proposed methodologies, analysis, criteria, standards, philosophies, approaches; responsiveness to project schedule.
6. **Organizational and Management**
(2 page maximum plus resumes and examples of 3 related projects)
The Consultant shall indicate the firm’s and the team’s experience in completing previous projects of a similar nature. Also describe items such as organizational and management structure (i.e. company information; corporate and personnel experience).

The proposal shall also include 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 the Financial Proposal shall be **in a separate sealed envelope labelled :**

“FINANCIAL PROPOSAL” Solicitation # 01C15-14-S046

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

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

The Financial Proposal shall be a firm all inclusive amount, including but not limited to any fees paid to sub-contractors. No other costs, fees or expenditures will be refunded to the company under any contract issued. The Proposer must submit a detailed cost breakdown in accordance with the Appendix B (Statement of Work).

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

a) Professional fees

The Proposer is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note the professional fee is to include: travel, overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Proposer is to list their direct out-of-pocket expenses, sub-contracting, materials, etc., which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead will not be added in the cost.

c) Taxes (GST and HST)

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

3.0 CERTIFICATION REQUIREMENTS

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

“CERTIFICATION REQUIREMENTS” Solicitation # 01C15-14-S046

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 :

Robin Allen
Agriculture and Agri-Food Canada
Western Service Centre
400 – 303 Main Street
Winnipeg, MB R3C 3G7

Tel.: 204-259-4096

Fax: 204-259-4173

E-mail: Robin.Allen@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 provide at Contract Award

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

4.0 PRIORITY OF DOCUMENTS

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

1. The Articles of Agreement, including the clauses set out in Part 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)

GC1 INTERPRETATION

1.1 In the contract,

“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;

“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;

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

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

"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
- (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
 - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
 - (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
 - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 5.2 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.
- 15.2 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.
- 15.3 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.

- 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. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC44. 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.

CC-2014 Analysis of microbial diversity and functional genes in soil samples**1. Background**

High throughput technology allows the development of knowledge on soil biodiversity. These powerful new technologies require specialized staff and costly equipment. Contracting out analysis at time of downscaling is a way to keep Agriculture & Agri-Food Canada (AAFC) and our industrial partners at the leading edge.

2. Objective

To keep AAFC at the leading edge of research.

High quantitative output of information allows the development of knowledge on soil biodiversity. These powerful new technologies require specialized staff and costly equipment. Contracting out analysis at time of downscaling is a way to keep AAFC and our industrial partners at the leading edge.

3. Scope of Work

AAFC requires the services of the contractor to perform an analysis of the active microbial diversity for the following:

60 root samples
60 rhizosphere soil samples.

Rhizosphere soil and root samples will be collected by AAFC representative, preserved in RNALater solution in falcon tubes and shipped in a freezer over ice packs to the laboratory of the contractor. The analysis should be conducted as described below, or as discussed beforehand with the AAFC representative.

Analysis Requirements

RNA extractions for the following samples:

- 60 rhizosphere soil samples

gDNA extractions for the following samples:

- 60 rhizosphere soil samples
- 60 root samples

Analysis required for the 60 rhizosphere soil samples (RNA extractions):

- Profile of active microbial functional genes shall be generated based on Illumina HiSeq paired-end 150 bp RNAseq sequencing of the rhizosphere metatranscriptome.
- An average of 7.5 samples per lane shall be sequenced to obtain sufficient metatranscriptome coverage to, minimally, target major active gene clusters that are likely to play a role in crop success, including C-, P-, and N- cycling genes
- Data should be uploaded and annotated in MG-RAST (or better) by comparison to the GreenGenes, Silva and SEED databases
- Taxonomic and functional gene annotations should then be downloaded and samples should be compared using multivariate analysis tools.
- For all samples analyzed, raw data and processed data shall be delivered to the AAFC representative once AAFC determines that analysis is complete and is satisfactory to the requirements stipulated in the scope of work

Analysis Required for the 60 rhizosphere soil and 60 root samples (gDNA extractions):

PCR amplification and high-throughput sequencing shall determine the number and composition of operational taxonomic units (97% similarity) for bacteria, arbuscular mycorrhizal (AM) fungi, and other fungi.

cDNA should be generated from our metatranscriptome extracts for the 60 soil samples and used to analyze the active bacterial and fungal communities in soil samples. AMF, bacterial and fungal communities should also be analyzed from gDNA in soil samples and in root samples. Unless better primers become available, the primers AML1 and AML2 should be used as part of a nested PCR to construct 18S rRNA libraries for AM fungi from gDNA, and the Roche FLX+ chemistry should be used to sequence the long amplicons that are produced by this pair of primers. For other fungi, primers ITS1f/58A2r (or better primers), and for bacteria primers F343/R533 (or better primers) should be used.

PCR reactions should be conducted in duplicates. For 16S rRNA and ITS, 60 samples should be multiplexed on each Ion Torrent 318 chip, leading to 4 chips. Reads for bacteria (16S rRNA) and fungi (ITS) should be generated using the Ion Torrent sequencing platform, while AM fungi reads (18S rRNA) should be generated using the Roche 454 platform. The data should be arranged in .biom spreadsheets linking the results from each root and each soil sample to OTU composition (97% similarity) from the three target groups of organisms (total of 360 IDs). Sequence processing and OTU identity should be determined using the Qiime pipeline, which should compare representative sequences with the Ribosomal Database Project, GreenGenes, and BLAST databases.

Any DNA remaining, raw data and processed data for each sample should be delivered to the AAFC representative, once AAFC determines that analysis is complete and is satisfactory to the requirements stipulated in the scope of work.

4. Deliverables and Schedule

Bi-annual activity reports showing the progress achieved in the period is to be provided on the following schedule:

October 1, 2014
April 1, 2015
October 1, 2015
April 1, 2016

The final report, the raw and processed data for each sample, for both, the diversity of functional genes and the taxonomic diversity should be delivered. Any DNA remaining must also be received, once AAFC representatives determine the analysis is complete.

All transportation costs incurred for returning samples and data will be the responsibility of the vendor and is included in the total project cost. Any/all samples remaining at end of contract shall be returned to AAFC.

FINAL REPORT, shall include but not limited to all information required for publication in high quality scientific journals:

- i. Log book(s) containing the Contractors day to day activities related to this contract
- ii. The Dates the Analysis' were conducted
- iii. Detailed descriptions of the protocols used to produce the data, including the name and brands of products and equipment used
- iv. The conditions for PCR amplifications
- v. The Stringency of sequence cleaning
- vi. The name and version of software used
- vii. All steps of the work done should be described including any possible preliminary experiments conducted.

The log book(s) shall be bound, with all pages sequentially numbered, and complete. The name of the technicians performing the various tasks and analysis shall be noted in the log book(s).

5. Language of Work

English

6. Educational Requirements

It is an essential requirement that the contractor have technical experience and extensive knowledge in molecular genetics and bioinformatics.

AFFC shall if so desired request proof of qualifications from the Contractor.

7. Location of Work and Travel

Work will be performed at The Contractor's site.

Travel is not applicable for this requirement.

8. Security Requirements

All work will be done at the contractor site and the contractor will not access any governmental premises or information.

9. Budget

The estimated budget for this project is \$187,000.00 including all expenses and tax.

10. Duration/Period of Contract

Start date: upon Contract Award

End date: 1st April 2016

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 :

Technical Proposal	=	60
Financial Proposal	=	<u>40</u>
Overall Proposal	=	100

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.

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 100 Points.

$$\frac{\text{Total Technical Score}}{\text{Maximum Score Attainable}} \times 60 = \text{Bidder's Score}$$

Example : Given the proposal has met the minimum thresholds

$$\frac{90}{100} \times 60 = 54.00 \text{ out of } 60$$

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 40 points) will be computed for each technically responsive Bidder using the following formula :

$$\frac{\text{Lowest Responsive Aggregated Price}}{\text{Bidder's evaluated Aggregated Price}} \times 40 = \text{Financial Proposal Score} \\ \text{(maximum 40 points)}$$

Example : Calculated based on the Financial Component being valued at 50.

$$\frac{\$ 21,000.00}{\$ 24,000.00} \times 40 = 35.00 \text{ out of 40}$$

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 60 points) with the Financial Proposal Score (out of 40 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 be 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.

POINT RATED CRITERIA

Appendix E

Bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done. Note that the proposal must meet the minimum score for each criteria to be considered compliant.

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

POINT RATINGS :

Technical	65 Points
Managerial and Organizational	<u>35 Points</u>
TOTAL	100 Points

1. Technical Proposal; Quality and Responsiveness of Proposal

The evaluation criteria would include, the following :

a) Understanding of the Project : **40 points**

Analysis of project objectives (40 points)

b) Scope of Services, Work Plan and Reporting : **25 points**

Completeness of offered services (5 points pro-rated using the 0 to 10 scale described on page 42)

Knowledge of identified equipment and instrumentation (5 points pro-rated using the 0 to 10 scale described on page 42)

Work plan (tasks, human resources, equipment, time duration and time line) (5 points)

Reporting, monitoring and control methods for project schedule, cost and sampling quality (5 points)

Equipment supplied by contractor (5 points)

2. Managerial and Organizational Proposal; Company and Team Qualifications

a) Management of the Services : **5 points**

Organization and management of the team (5 points)

b) Consultant Team : **30 points**

Qualifications and overall experience (10 points pro-rated using the 0 to 10 scale described on page 42)

Experience on similar completed projects (20 points)

MANDATORY COMPLIANCE CHECKLIST

APPENDIX F

1. PART I, SECTION 5 - SOLICITATION DEADLINE :

Proposal must be received by **2:00 pm on May 5, 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. Insurance Certificate
6. Former Public Servant – Status and Disclosure

5. ANNEX B - LIST OF SUB-CONTRACTORS

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) **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

CONTRACTOR’S LIST OF SUBCONTRACTORS

ANNEX B

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

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

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

Signature

Date

Name of Signatory

Position