

Request for Proposal (RFP): 01B68-21-0134

FOR THE PROVISION OF

**The Collection of Field Grown Lettuce and Spinach
Pest Management Data**

AND

The Creation of a National Lettuce and Spinach Crop Profile

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

Alexandre Lavoie

Contract officer

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RFP Solicitation Closing Date and Time : September 3, 2021, 13:00 PM EST

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

The crop profiles are web-based documents that provide crop production and pest management information for a specified crop or crop group. National in scope, they provide a snapshot of key pest issues and gaps in pest management faced by Canadian growers at the time of data collection. This information is used by growers, grower groups, provinces, industries and government agencies.

Under the proposed project, pest management data and national key/pest specific issues will be collected. Using this data and information a profile is to be prepared outlining the following;

- field grown lettuce and spinach production;
- key insect, plant pathogen and weed science issues Canadian lettuce and spinach growers face;
- along with currently available integrated pest management (IPM) practices.

2.0 SECURITY REQUIREMENTS

There is no security component associated with this requirement.

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;

- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **seven (7)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.

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

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover

its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO’s services or to determine if your concerns are within the Ombudsman’s mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Due to the nature of this RFP and under current conditions, electronic transmission of proposals by **electronic mail** to the Department of Agriculture and Agri-Food Canada **will be accepted**. Due to file size, multiple emails will be accepted if required.
- 2.2 The proposal **MUST BE EMAILED** to and received by the Contracting Authority named on the cover page of the RFP no later than **September 3, 2021 AT 13:00 PM EDT**.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **THREE SEPARATE SECTIONS** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 electronic copy
Section 2	Financial Proposal	1 electronic copy
Section 3	Certifications	1 electronic copy

SECTION 1 - Technical Proposal (with no reference to price) and completed Bidder Input Form (Appendix D, Annex 1).

SECTION 2 - Financial Proposal. Bidders should complete the financial proposal form (Appendix C, Annex 1 – Financial Proposal Form).

SECTION 3 – Certifications Appendix E.

- 3.2 The Bidder may **submit only one proposal in either Official Language**.
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number found on the cover page of the RFP.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

- 4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix B**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix D**.
- 4.2 Prices **shall not** appear in the Technical Proposal.
- 4.3 Bidders are requested to complete and submit the **Bidder Input Form, Appendix D, Annex 1** along with their Technical Proposal.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

- 5.1 In the Financial Proposal, the Bidder shall provide a **firm all-inclusive price** to provide the services requested in accordance with the Statement of Work, **Appendix B**. The Bidder is requested to submit the **Financial Proposal Form, Appendix C, Annex 1**.
- 5.2 The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.
- 5.3 **Prices shall not appear in any area of the proposal except in the Financial Proposal (Appendix C, Annex 1).**
- 5.4 **Maximum Budget:** The firm all-inclusive cost of the resulting contract **must not exceed \$20,000.00 CAD** excluding applicable taxes. **Any bids exceeding this value will be deemed non-compliant and given no further consideration.**
- 5.5 **Bids must be submitted in Canadian dollars.** Any bids that are not submitted in Canadian dollars will be deemed non-compliant.

6.0 CERTIFICATION REQUIREMENTS (Section 3)

In order to be awarded a contract, the certifications attached in **Appendix E** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional

information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS (buyandsell.gc.ca).

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP #01B68-21-0033, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

2.1 The Contractor will provide the services identified in Appendix B, Statement of Work.

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

3.0 SECURITY REQUIREMENT

3.1 There is no security requirement associated with the Work.

4.0 CONTRACT PERIOD

4.1 The Contract shall be from the date of contract award until **March 31, 2023**, with the possibility of an extension if required by the Project Authority.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Alexandre Lavoie
Contracting Officer
Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
1341 Baseline Road, T5 – Floor 2
Ottawa, ON K1A 0C5
Tel.: (613) 284-6948
E-mail: alexandre.lavoie@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

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

8.0 PRIORITY OF DOCUMENTS

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

- A. These Terms and Conditions;
- B. The Statement of Work, Appendix B hereof;
- C. The General Conditions, Appendix A hereof;
- D. Basis of Payment, Appendix C hereof;
- E. Certification Requirements, Appendix E

- F. Request for Proposal number 01B68-21-0034;
- G. Contractor's Proposal to this RFP dated *(to be inserted at time of contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

10.0 REPLACEMENT OF PERSONNEL

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

- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP# 01B68-21-0134.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

This section is intentionally left blank.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

- 13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.
- 13.2 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive price of \$ _____ CAD (*amount to be inserted at time of contract award*). Customs duties are included and the Applicable Taxes are extra.
- 13.3 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

14.0 METHOD OF PAYMENT

- 14.1. Canada will make milestone payments upon completion and delivery of Work, in accordance with the Schedule of Milestone payments and the payment provisions of the Contract if:
- a) an accurate, detailed and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b) all such documents have been verified by AAFC Departmental Representative;
- c) all Work associated with the milestone and as applicable any deliverable and obligations as specified in the Contract, has been completed and accepted to the satisfaction of AAFC Departmental Representative.

14.2 Payment Schedule:

Subject to terms of this contract and in consideration for the satisfactory performance of the work stated above and Statement of Work, Annex B, AAFC shall pay the Contractor a sum not to exceed \$_____CAD (*to be completed at time of contract award*) excluding taxes.

Payment will be made in accordance with the following payment schedule, following receipt and acceptance of the deliverables and work and the submission of all invoicing documentation as specified in the Contract, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

Milestone No.	Description or Deliverable	Percentage of Total Fixed Price (%)
1	Deliverable #1: Detailed work plan of activities and timeframes for each deliverable and detailed lists, as detailed in Statement of Work, Annex B.	30%
2A	Deliverable #2A: Completed pest occurrence forms and integrated pest management practices forms as detailed in Statement of Work, Annex B.	15%
2B	Deliverable #2B: Summary of national pest management issues and gaps for field grown lettuce and spinach production in Canada, as detailed in Statement of Work, Annex B.	15%

3	<p>Deliverable #3:</p> <p>Field grown lettuce and spinach crop profile, lists of contributors and provincial crop and pest specialists, as detailed in Statement of Work, Annex B.</p>	40%
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15.0 DIRECT DEPOSIT

- 15.1 The Contractor agrees to receive payment through direct deposit to a financial institution.
- 15.2 Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada [Privacy Act and Access to Information Act \(R.S.C., 1985, c. A-1\)](#).

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a. the date;
 - b. the invoice number;
 - c. name and address of the Contractor;
 - d. name and address of Agriculture and Agri-Food Canada;
 - e. contract number;
 - f. The invoice should clearly indicate the itemized description of deliverables or work and values of the deliverables completed and delivered;
 - g. The invoice should clearly indicate the sub-total before applicable taxes and the total with applicable taxes included or clearly indicate taxes are not applicable;
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded electronically by email to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

- 17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the

Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

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

18.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

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

19.0 INSURANCE REQUIREMENTS

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

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

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

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

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

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

1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

(a) It is competent to perform the Work;

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

- (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
 - (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

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

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

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

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

GC9. Termination of convenience

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

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

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

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

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

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of

creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or

c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

GC12. Extension of Contract

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

12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.

12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month 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. The Contractor is not required to provide notice to Canada for interest to be payable.
- 15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

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

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

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

GC21. Indemnification

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

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

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

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

- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year) or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

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

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

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

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

- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

- 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 *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. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

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 agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

GC43. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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.

APPENDIX B

STATEMENT OF WORK

1.0 TITLE

Collection of Field Grown Lettuce and Spinach Pest Management Data and Preparation of a National Lettuce and Spinach Crop Profile document for online publication.

2.0 BACKGROUND

The crop profiles are web-based documents that provide crop production and pest management information for a specified crop or crop group. National in scope, they provide a snapshot of key pest issues and gaps in pest management faced by Canadian growers at the time of data collection. This information is used by growers, grower groups, provinces, industries and government agencies.

The Agriculture and Agri-Food Canada's Pest Management Centre (AAFC PMC) has supported the development and periodic update of 32 crop profiles published and freely accessible through the [Government of Canada Publications online catalogue](#).

The 2019 Statistics Canada data report the national farm gate values of lettuce (head and leaf) and spinach were \$82.3 M and \$10.4 M, respectively. Quebec harvests the majority of lettuce (86%) and spinach (42%) grown in Canada, followed by Ontario (5% lettuce; 46% spinach) and British Columbia (5% lettuce; 4% spinach); therefore these provinces are selected as representing provinces for the data collection. Since 2003, stakeholders have chosen 38 minor use pesticide "A" priorities for pest management of field grown lettuce and 25 priorities for spinach during AAFC PMC's Annual Canadian Pest Management Priority Setting Workshops. These priorities target solutions to manage weeds, plant pathogens, and insects. The production of a new national crop profile that encompasses field grown lettuce and spinach will provide an overview of leafy vegetable production and a detailed review of pest occurrence and management practices, as well as provide a summary of key pest management issues this industry faces.

Under the proposed contract, pest management data and national key and pest specific issues will be collected and a profile prepared outlining lettuce (head and leaf) and spinach production, key insect, plant pathogen and weed science issues Canadian lettuce and spinach growers face, along with currently available integrated pest management (IPM) practices.

3.0 OBJECTIVES

- To collect field grown lettuce and spinach crop pest and pest management data on a provincial and national (Canada) basis that mirror the existing PMC's crop profile framework.
- To collect designated pest occurrence and pest management data/information for field grown lettuce and spinach using data collection forms (pre-designed templates) to be provided by the AAFC-PMC Project Authority.
- To compile national crop pest management issues and gaps faced by the lettuce and spinach growing industry in Canada.

- To draft a lettuce and spinach crop profile document, including an introduction, production practices and pest write ups, to provide a concise, up-to-date snapshot of the industry, pest challenges (including insects and mites, diseases and weeds) and their respective management practices (maximum 75 pages). Note: An example and template crop profile document to be provided by the AAFC-PMC Project Authority

4.0 SCOPE OF WORK

The Contractor will:

- a. Identify and engage individuals knowledgeable in field grown lettuce and spinach pest management in British Columbia, Ontario and Quebec, who will serve as the provincial coordinators of the field lettuce and spinach data collection.
- b. Liaise with provincial coordinators to ensure consultations with key industry representatives knowledgeable about field grown lettuce and spinach crop production and pest management are conducted in each reporting province.
- c. Identify lettuce and spinach pests, so that pests of a significant proportion of these production systems are covered for each discipline (insects and mites, diseases, weeds); provide this pest list to the AAFC-PMC Project Authority for the development of pest occurrence data collection forms. Occurrence data collection forms will be returned to the Contractor within 30 days of receipt of pest list.
- d. Adapt and update generic Integrated Pest Management (IPM) practices on the generic AAFC data collection forms (to be provided) to reflect field grown lettuce and spinach production for key pests of each discipline, insects and mites, diseases, and weeds; maximum of six pests per discipline. Provide these updated practices for each discipline to the AAFC-PMC Project Authority for the development of IPM data collection forms. IPM data collection forms will be returned to the contractor within 30 days of receipt.
- e. Submit occurrence and IPM data collected from British Columbia, Ontario and Quebec to the AAFC-PMC Project Authority for analysis. AAFC will analyze the data and provide completed occurrence and IPM tables to the contractor for inclusion in the new crop profile. Tables will be returned to the contractor within 30 days of receipt.
- f. Compile and summarize pest management issues and provide a consolidated, up-to-date national list to the AAFC-PMC Project Authority (AAFC will provide an example document to be used as a template).
- g. Provide a draft text of the lettuce and spinach crop profile, lists of all contributors and a summary of all provincial crop and pest specialists to the AAFC-PMC Project Authority for review; respond to comments/edits and provide a final version to AAFC.

5.0 DELIVERABLES AND SCHEDULE

Number	Deliverable Description	Due Date
<p>Deliverable 1 (FY2021-2022)</p> <p>Detailed work plan of activities and timeframes for each deliverable and detailed lists</p>		
<p>1A</p>	<ul style="list-style-type: none"> a) Provide a detailed work plan of activities to gather the crop pest management data (e.g., pest occurrence, IPM practices) and issues. b) Provide a proposed schedule for submission of data, national pest management issues and updated crop production information throughout the year. c) Provide a proposed schedule for draft profile including all text and tables. d) Provide a list of provincial contacts from each reporting province, British Columbia, Ontario and Quebec. 	<p>Within 30 days of contract award</p>
<p>1B</p>	<ul style="list-style-type: none"> e) Provide a list of pests of importance for field grown lettuce and spinach (three lists; one each for diseases, insects and mites, and weeds). These lists will become the basis for the pest occurrence data collection forms. f) Provide lists of IPM practices for field grown lettuce and spinach. Submit three lists; one for each discipline (disease, insect and mites, and weed); AAFC will provide a generic list of IPM practices that can be modified to reflect field grown lettuce and spinach production. g) Identify up to six pests to be included on each IPM practices form 	<p>Within 90 days of contract award</p>

Number	Deliverable Description	Due Date
Deliverable 2 Crop pest and pest management data and summary of national pest management issues and gaps for field grown lettuce and spinach production in Canada		
Deliverable 2A (FY2021-2022)		
2A	a) Gather, compile and complete pest occurrence forms for each reporting province, British Columbia, Ontario and Quebec [two forms per province (one – lettuce; one – spinach) for each discipline] for a total of six occurrence forms per province. Submit completed forms to AAFC for analysis. b) Gather, compile and complete IPM practices forms for each reporting province, British Columbia, Ontario and Quebec [two forms per province (one – lettuce; one – spinach) for each discipline] for a total of six IPM forms per province. Submit completed forms to AAFC for analysis.	March 28, 2022
Deliverable 2B (FY2022-2023)		
2B	c) Prepare one list of national pest management gaps and issues for field grown lettuce and spinach based on discussions with reporting provinces British Columbia, Ontario and Quebec, and submit to AAFC.	June 30, 2022

Number	Deliverable Description	Due Date
Deliverable 3 (FY2022-2023) Field grown lettuce and spinach profile and list of contributors		
3	a) Provide completed draft of the lettuce and spinach profile including all tables, text and references; to be reviewed by AAFC-PMC Project authorities. Profile to include introduction, production practices, pest summaries, pest management practices, key issues and occurrence and IPM data. Maximum 75 pages. b) Provide a list of all contributors, including provincial crop and pest specialists with contact information including name, company name and email. c) Submit Final copy of the lettuce and spinach crop profile with AAFC comments/edits addressed.	December 31, 2022

6.0 LANGUAGE OF WORK

All correspondence and reporting with the AAFC-PMC Project Authority must be in English; data collection forms, templates and instructions will be provided to the Contractor in both English and French; submission of deliverables must be in English.

7.0 LOCATION OF WORK AND TRAVEL

The Contractor will be conducting work from their place of business. There is no travel requirement and travel is not authorized. AAFC will not be responsible for any travel and/or living expenses.

8.0 SECURITY

There are no security requirements.

9.0 DURATION/PERIOD OF CONTRACT

From date contract is awarded to March 31, 2023.

10.0 INSPECTION AND ACCEPTANCE

All reports, deliverables, documents, goods, and all services rendered under this Contract shall be subject to inspection by the Departmental Representative or his designate. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative should have the right to reject it or require its correction at the sole expense of the Contractor.

11.0 REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Contact(s). Status updates, verbal or written, may be requested by the Project Contact(s) over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; and meetings. In addition, the Contractor is to immediately notify the Project Contact(s) of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

APPENDIX C

BASIS OF PAYMENT

1.0 GENERAL

- 1.1 Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.**
- 1.2 All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

2.0 PRICING BASIS

- 2.1 The Contractor shall be paid in accordance with for work performed under the Contract.
- 2.2 Basis of Payment – Firm all-inclusive Price

In consideration of the Contractor satisfactorily completing all of its work and obligations under this Contract, the Contractor will be paid up a firm all-inclusive price of \$ _____ (*amount to be inserted at contract award*). The firm price is inclusive of all project-related expenses. Customs duties are included and applicable taxes are extra.

- 2.3 **Travel and Living Expenses** - no travel or living expenses will be reimbursed under this contract.

APPENDIX D

EVALUATION PROCEDURES AND CRITERIA

TECHNICAL PROPOSAL

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

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

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

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

- Technical Proposal = 70%
- Financial Proposal = 30%
- Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Combined Overall Score}$$

Example:

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.60$	$\frac{*50 \times 30}{60} = 25.0$	= 86.60

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 2 - Tech = 86/100 - Price = \$55,000	$\frac{86 \times 70}{100} = 60.20$	$\frac{*50 \times 30}{55} = 27.27$	= 87.47
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{*50 \times 30}{50} = 30.00$	= 83.20
* Represents the lowest priced proposal Bidder 2 is rated highest with the highest combined rating of 87.47			

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

- a) Meet the mandatory requirement specified in section 2 below;
- b) Achieve the **minimum number of points identified (42 points out of 69)** overall in combined rated criteria.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

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

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

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

1.10 In the event that two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the highest technical score will be ranked higher.

1.11 Specific Bidder Instructions

- a) Cutting and pasting wording from the RFP into the example/project descriptions of the technical proposal does not constitute demonstrating the requirement. This must be demonstrated by specific examples of work performed by the proposed resource.

- b) AAFC reserves the right to verify any information provided by the Bidder in response to the mandatory and point-rated requirements. This may be done by contacting the reference contact, using the contact information provided by the Bidder, and providing the reference with a copy of the information submitted by the Bidder (applicable to that specific client only) for independent verification. If verification is required for a project for which AAFC does not have the contact information, the Bidder will be requested to provide this information.
- c) The same project/engagement/example can be referenced and evaluated against multiple criteria providing the project description and the reference confirms qualification against each element required within each referenced criterion.

2.0 MANDATORY REQUIREMENTS

- 2.1 Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.
- 2.2 The Bidder is requested use the Bidder Input form provided (Appendix D, Annex 1) to identify where the information can be found in the proposal (e.g., page, paragraph number, project number etc.).

MANDATORY CRITERIA

CRITERIA	DESCRIPTION	MEETS/DOES NOT MEET
M1	The Bidder must identify a Project Lead and provide the Project Lead’s Curriculum Vitae (CV). The Bidder can be the Project Lead.	

3.0 POINT RATED REQUIREMENTS

- 3.1 The Bidder should address the rated requirements in order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. Proposals will be evaluated on the completeness and level of detail by which they address the rated requirements. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.
- 3.2 The Bidder is requested to use the Bidder Input form provided (Appendix D, Annex 1) to detail and identify where the information can be found in the proposal (e.g., page number, paragraph number, project number etc.).
- 3.3 Only those proposals which first meet the Mandatory Requirements will be considered in the second stage of the evaluation, the Point Rated Technical Evaluation. Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below:

POINT RATED REQUIREMENTS

	Point Rated Requirements	Maximum Points
R1	<p>Scope, Sector Involvement, Expertise and Experience</p> <p>The Bidder should provide examples of project/services/activities demonstrating the Project Lead’s experience in the following areas below:</p> <p>Each example should include the name and address of client organization, the name and email address of the client and description and dates of the project/services provided by the Project Lead.</p> <p>R1.1 Project Lead’s Scope of Experience (maximum 3 points) Describe services/projects provided by the Project Lead that demonstrates local, provincial and/or national reach.</p> <ul style="list-style-type: none"> • 3 points: National Scope. • 2 points: Provincial Scope. • 1 point: Local Scope. <p>R1.2 Sector Involvement within the last five (5) years (maximum 3 points) Describe the Project Lead’s activities and/or examples of involvement in the field grown lettuce and spinach industry or other agricultural crops (e.g., horticulture crops, field crops) in the last five (5) years. Activities may include research, knowledge technology transfer or consultation.</p> <ul style="list-style-type: none"> • 3 points: Field grown lettuce and/or spinach experience. • 2 points: Horticultural crops experience. • 1 point: Field crop experience. <p>R1.3 Discipline Expertise / Experience (maximum 3 points) Describe the Project Lead’s horticultural expertise /experience.</p> <ul style="list-style-type: none"> • 1 point: Each discipline listed is awarded one (1) point, to a maximum of three points. <u>Disciplines include:</u> Entomology, Plant Pathology, Weed Science, Agronomy, and Pest Management <p>R1.4 Role(s) Expertise /Experience (maximum 3 points) Provide a description of the Project Lead’s experience in project management, in an advisory role, and in a research role in previous projects.</p>	12 pts

	<ul style="list-style-type: none"> • 1 point: Project management experience. • 1 point: Advisory role experience. • 1 point: Research experience. <p>Examples of past experience with AAFC will not be accepted.</p>	
R2	<p>Management Experience of Project Lead</p> <p>The Bidder should provide two (2) separate examples of project/services demonstrating the Project Lead’s experience in managing work similar to what is identified in the Statement of Work, Annex B.</p> <p>The Bidder will receive up to six (6) points for each example, for a maximum of twelve (12) points for the combined two (2) examples.</p> <p>For each example, the Bidder should detail the name and address of the client organization, the client name and email address, the project objective, project duration and project description that clearly demonstrate the following:</p> <p>R2.1 Approach Demonstrate the Project Lead’s approach to work (e.g., How did they carry out the work, what steps were taken).</p> <ul style="list-style-type: none"> • 2 points: Up to two points per example. <p>R2.2 Coordination Demonstrate how the Project Lead coordinated team members and activities.</p> <ul style="list-style-type: none"> • 2 points: Up to two points per example. <p>R2.3 Engagement Demonstrate how the Project Lead engaged stakeholders and involved organizations/stakeholder groups.</p> <ul style="list-style-type: none"> • 2 points: Up to two points per example. <p>Examples of past experience with AAFC will not be accepted.</p>	12 pts
R3	<p>Proposed Experts/Stakeholders</p> <p>The Bidder should provide a proposed list of experts/stakeholders/institutions in each reporting province (British Columbia, Ontario and Quebec) the Project Lead will connect with to ensure comprehensive information is collected. The list</p>	6 pts

	<p>should include each contact's name, company name, and email address. This is solely a proposed list and can be modified by the successful bidder once the contract is awarded.</p> <ul style="list-style-type: none"> • 6 points: Proposal list with contacts/institutions listed for each reporting province; two (2) points for each reporting province. 	
R4	<p>Approach to Meeting Project Objectives</p> <p>The Bidder should provide proposed approaches and methods, and proposed timelines/schedule to meet the objectives and deliverables described in the Statement of Work, Annex B.</p>	9 pts
R4.1	<p>Proposed method of engagement with stakeholders (3 points) The Bidder should demonstrate / provide examples of how the Project Lead will engage with different stakeholders.</p> <ul style="list-style-type: none"> • 3 points: Proposal is very well organized and described with a high level of detail of steps that will be undertaken. Methodology/schedule is complete, acceptable, logical and feasible. • 2 points: Basic information is provided for each of the three sections but more detail could have been provided. • 1 point: Insufficient details are provided. 	
R4.2	<p>Proposed schedule of activities and timelines to achieve project objectives and deliverables described in Statement of Work, Annex B. (3 points) Schedule of activities should demonstrate a thorough understanding of the project's scope, objectives and any actions to mitigate possible difficulties and challenges.</p> <ul style="list-style-type: none"> • 3 points: Proposal is very well organized and described with a high level of detail of steps that will be undertaken. Methodology/schedule is complete, acceptable, logical and feasible. • 2 points: Basic information is provided for each of the three sections but more detail could have been provided. • 1 point: Insufficient details are provided. 	
R4.3	<p>Proposed method of collecting occurrence and Integrated Pest Management (IPM) data and information to ensure robustness and accuracy of the data and representative information is reported within the crop profile. (3 points).</p>	

	<p>The Bidder will receive up to three (3) points.</p> <ul style="list-style-type: none"> • 3 points: Proposal is very well organized and described with a high level of detail of steps that will be undertaken. Methodology/schedule is complete, acceptable, logical and feasible. • 2 points: Basic information is provided for each of the three sections but more detail could have been provided. • 1 point: Insufficient details are provided. 	
<p>R5</p>	<p>Demonstration of Previous Experience</p> <p>The Bidder should provide three (3) examples of projects/services that clearly demonstrate the Project Lead’s ability to complete tasks, deliver work and project objectives on schedule and on budget.</p> <p>The Bidder will receive up to ten (10) points for each example, which fully and clearly demonstrates meeting this criteria.</p> <p>Each example should include the name, current telephone and email address of the client and the name of client organization.</p> <ul style="list-style-type: none"> • 10 points: Project Lead’s ability to complete tasks, meet project objective(s), on schedule and on budget is well demonstrated and described with a high level of detail. • 7 points: Project Lead’s ability to complete tasks, meet project objective(s), on schedule and on budget is demonstrated and described in detail. • 5 points: Project Lead’s ability to complete tasks, meet project objective(s), on schedule and on budget is partially demonstrated and described but details are missing. • 3 points: Project Lead’s ability to complete tasks, meet project objective(s), on schedule and on budget is poorly demonstrated and described. Details are not provided, or are lacking. <p>Examples of past experience with AAFC will not be accepted.</p>	<p>30 pts</p>
	<p>Maximum Points Available (Minimum pass mark is 42 points out of 69 points)</p>	<p>69 pts</p>

4.0 FINANCIAL PROPOSAL

4.1 In the Financial Proposal, the Bidder shall provide a firm, all-inclusive price to provide the services requested in accordance with the Statement of Work Appendix B. The firm all-inclusive price covers all project costs (e.g., labour, materials, customs & duties) expected to be incurred in the completion of deliverables. All applicable taxes must be separate.

4.1.1 Maximum Budget

The firm all-inclusive cost of the resulting contract must not exceed \$20,000.00 CAD excluding Applicable Taxes. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

4.2 The Bidder should complete the Financial Proposal template of Appendix C, Annex 1 which will form part of the Financial Proposal. The Bidder is requested to provide a cost breakdown which should include the following cost elements as applicable:

a) Professional fees

The Bidder 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: overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Bidder is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: i.e. 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 should not be added in the cost.

c) Taxes

All taxes should be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.

4.3 **Bids must be submitted in Canadian dollars.** Any bids that are not submitted in Canadian dollars will be deemed non-compliant.

4.4 The Financial evaluation will be conducted only on those proposals that are technically responsive.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

5.1 The Bidders will be ranked according to the combined financial and technical score. The Bidder with the highest combined score will be considered for contract award. In the event that two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

APPENDIX E

CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

- i. _____
- ii. _____
- iii. _____
- iv. _____

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

- i. _____
- ii. _____
- iii. _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder 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 Bidder 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 Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

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

Name

Signature

Date

G) JOINT VENTURES

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 Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Bidder 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.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ of (**enter Company name**) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date