



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Irrigation Equipment	
<b>Solicitation No. - N° de l'invitation</b> 01804-220555/A	<b>Date</b> 2022-03-02
<b>Client Reference No. - N° de référence du client</b> 01804-22-0555	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-507-11491	
<b>File No. - N° de dossier</b> HAL-1-87145 (507)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2022-04-06</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pathe Fall	<b>Buyer Id - Id de l'acheteur</b> hal220
<b>Telephone No. - N° de téléphone</b> (873) 355-3807 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD Kentville Research & Development 32 Main Street KENTVILLE Nova Scotia B4N1J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Irrigation Equipment	01804	01804	1	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

Public Services and Procurement Canada on behalf of Agriculture and Agri-Food Canada (AAFC) requires Irrigation Equipment consisting of a diesel irrigation pump and materials for underground irrigation lines will be used supply irrigation water from in-ground ponds to agricultural research fields at the Agriculture and Agri-Food Canada (AAFC) Kentville Research and Development Centre (Kentville RDC), Nova Scotia B4N-1J5.

Mandatory Evaluation Criteria are included in Annex "A".

Please note that only the material required to build the Irrigation Lines are included in this procurement request; the installation will be accomplished by Kentville RDC staff.

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

**B1000T** (2014-06-26), Condition of Material – Bid

## 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada / Réception des soumissions  
Travaux publics et services gouvernementaux  
1713 Bedford Row  
Halifax, NS B3J 1T3

Email for epost Connect:

[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#).

Facsimile number: (902) 496-5016

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the mandatory technical criteria in Annex "A".

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5 and Annex "A".

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory Evaluation Criteria are included in Annex "A".

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

## 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### 5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement associated with this procurement.

### **6.2 Statement of Requirement**

The requirement is detailed under Annex "A" – Statement of Requirement and Mandatory Evaluation Criteria.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

[2010A](#) (2021-12-02) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### **2010A 32 Anti-forced labour requirements**

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured

- 
- or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or *Immigration and Refugee Protection Act*
  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

### **6.4.2 Delivery Date**

While delivery is requested by June 30, 2022, the best delivery that could be offered is \_\_\_\_\_ **(to be completed by bidder).**

All the deliverables must be received on or before March 31, 2023.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pathe Fall  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 873-355-3807  
Facsimile: 902-496-5016  
Email: [pathe.fall@pwgsc-tpsgc.gc.ca](mailto:pathe.fall@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority (will be named at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Solicitation No. - N° de l'invitation  
01804-220555/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ha1507

Client Ref. No. - N° de réf. du client  
01804-22-0555

File No. - N° du dossier  
HAL-1-87145

CCC No./N° CCC - FMS No./N° VME

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**6.5.3 Contractor's Representative (BIDDER TO FILL IN)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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.

### **6.6.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### **6.6.3 Method of Payment**

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### **6.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

## **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2021-12-02), Goods (Medium Complexity)
- (c) Annex A, Statement of Requirement and Mandatory Specifications;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.12 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment  
SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement  
SACC Manual clause [D2000C](#) (2007-11-30) Markings  
SACC Manual clause [D2001C](#) (2007-11-30) Labelling  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packing Materials

## 6.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX "A"

### STATEMENT OF REQUIREMENT AND MANDATORY EVALUATION CRITERIA

#### Title: Irrigation Equipment

#### Background Information

Irrigation Equipment consisting of a diesel irrigation pump (hereafter, Irrigation Pump) and materials for underground irrigation lines (hereafter, Irrigation Lines) will be used supply irrigation water from in-ground ponds to agricultural research fields at the Agriculture and Agri-Food Canada (AAFC) Kentville Research and Development Centre (Kentville RDC) farm.

Please note that only the material required to build the Irrigation Lines are included in this procurement request; the installation will be accomplished by Kentville RDC staff.

Their supplier must provide all equipment, parts and accessories, etc as per Annex A.

#### Required Specifications Irrigation Equipment

Line	Specification
<b>A</b>	<b>Irrigation Pump</b>
<b>A1</b>	<b>Diesel Motor</b>
A1.1	Tier 4 emissions rating
A1.2	120 to 150 Horse Power (HP) diesel engine
A1.3	Power primer
A1.4	Safety shutdown
<b>A2</b>	<b>Pump</b>
A2.1	600 Gallons per minute (GPM) maximum capacity
A2.2	180 Pounds per square inch (PSI) maximum capacity
<b>A3</b>	<b>Fuel Tank</b>
A3.1	100 to 150 US Gallon volume capacity
A3.2	Double-lined
<b>A4</b>	<b>Suction and Discharge Lines</b>
A4.1	Aluminum suction pipe with 6 inch diameter and 30 foot length
A4.2	Flexible suction hose with 6 inch diameter and 15 foot length
A4.3	Flexible discharge hose with 6 inch diameter and 20 foot length
A4.4	Foot-operated drain valve
A4.5	All required couplers, clamps, lock rings, and adapters included
<b>A5</b>	<b>Frame</b>
A5.1	Tractor-towable steel frame for Diesel Motor (A1), Pump (A2) and Fuel Tank (A3), including farm implement wheels and tires
A5.2	Diesel Motor (A1), Pump (A2) and Fuel Tank (A3) securely mounted on frame (A5.1)

<b>Line</b>	<b>Specification</b>
<b>B</b>	<b>Irrigation Lines</b>
<b>B1</b>	<b>PVC Pipes</b>
B1.1	200 meter total length of: 2 inch diameter PVC pipe with gasketed joints and 200 PSI rating
B1.2	1200 meter total length of: 4 inch diameter PVC pipe with gasketed joints and 200 PSI rating
<b>B2</b>	<b>Pipe Fittings</b>
B2.1	10 units of: In-line shutoff valve for 2 inch-diameter PVC pipe, material may be 200 PSI-rated PVC with gasketed joints or galvanized steel
B2.2	10 units of: In-line shutoff valve for 4 inch-diameter PVC pipe, material may be 200 PSI-rated PVC with gasketed joints or galvanized steel
B2.3	10 units of: Elbow joint for 4 inch-diameter PVC pipe, material may be 200 PSI-rated PVC with gasketed joints or galvanized steel
B2.1	20 units of: Tee connection joint for 4 inch-diameter PVC pipe, material may be 200 PSI-rated PVC with gasketed joints or galvanized steel
B2.2	10 units of: End cap for 4 inch-diameter PVC pipe that will not allow water to drain from the pipe, material may be 200-PSI rated PVC or other suitable material
<b>B3</b>	<b>Pipe Adapters</b>
B3.1	6 units of: Adapter for a 4 inch-diameter PVC pipe to a 2 inch-diameter PVC pipe, material may be 200 PSI-rated PVC or other suitable material
B3.2	6 units of: Adapter for a 4 inch-diameter cast iron pipe to a 4 inch-diameter PVC pipe, material may be 200 PSI-rated PVC or other suitable material
<b>B4</b>	<b>Lubricant</b>
B4.1	3 litre total volume of: Lubricant to enable fitting of gasketed PVC pipe ends together
<b>B5</b>	<b>Hydrants</b>
B5.1	5 units of: Wade Rain or equivalent 4 inch x 4 inch galvanized steel hydrant, including galvanized steel riser and valve, downwards opening, continuous air vent not required
B5.2	5 units of: Wade Rain or equivalent 4 inch x 4 inch galvanized steel hydrant, including galvanized steel riser and valve, downwards opening, continuous air vent

<b>Line</b>	<b>Specification</b>
<b>C</b>	<b>Electrical Certification</b>
C1	<ul style="list-style-type: none"> <li>Electronic controls for (A) Irrigation Pump must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certified organization accredited by the Standards Council of Canada.</li> <li>Proof of certification or approval must be provided to the Technical Authority before delivery.</li> </ul>
<b>D</b>	<b>Materials</b>
D1	<ul style="list-style-type: none"> <li>All parts and components of (A) Irrigation Pump and (B) Irrigation Lines must consist of new materials only.</li> <li>Attestation that all parts and components consist of new materials only must accompany the shipment.</li> </ul>
<b>E</b>	<b>Packaging and Shipping</b>
E1	<ul style="list-style-type: none"> <li>Packing and shipping must be in accordance with the industry standard for all items to ensure their safe arrival at destination.</li> </ul>
<b>F</b>	<b>Warranty and After Sales Service</b>
F1	<p>Warranty:</p> <ul style="list-style-type: none"> <li>Manufacturer must provide warranty on parts and equipment of (A) Irrigation Pump for a minimum of 12 months during the first year of operation (April 1, 2022 to April 1, 2023).</li> <li>Proof and details of warranty must be provided upon request from the Project Authority.</li> </ul>
F2	<p>After Sales Service:</p> <ul style="list-style-type: none"> <li>Technical and troubleshooting assistance must be provided by phone for two farm labour staff for a maximum of six hours each, during the first year of operation.</li> </ul>

Line	Specification
<b>G</b>	<b>Documentation</b>
G1	Manuals: <ul style="list-style-type: none"><li>The supplier must provide two (2) complete sets of user manuals for (A) Irrigation Pump, covering Installation, Maintenance and Operation.</li><li>Manuals must be included with shipment.</li></ul>
G2	Parts List: <ul style="list-style-type: none"><li>The supplier must provide one (1) complete list of parts for (A) Irrigation Pump.</li><li>The supplier must provide one (1) complete list of parts for (B) Irrigation Lines.</li><li>Parts lists must be included with shipment.</li></ul>
G3	Warranty and After Sales Service: <ul style="list-style-type: none"><li>One (1) copy of the warranty must be included with shipment.</li><li>One (1) copy of the contact list for after sales service must be included with shipment.</li></ul>
<b>H</b>	<b>Delivery</b>
H1	<ul style="list-style-type: none"><li>All Equipment (A and B) and Documentation (G) must be received at Kentville Research and Development Centre, 32 Main Street, Kentville, Nova Scotia, B4N 1J5, <b>on or before March 31, 2023.</b></li></ul>

**MANDATORY EVALUATION CRITERIA**

**TITLE: Irrigation Equipment**

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition, the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Note: This criteria are for evaluation purposes only and the full requirement can be found in ANNEX A — Statement of Requirement.

*Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) and sub-paragraphs as applicable to their supporting technical documentation.*

Bidders must demonstrate their compliance with all of the following mandatory evaluation technical criteria by providing substantial information describing completely and in detail how each requirement is met or addressed.

<b>Item</b>	<b>Description</b>	<b>Bidder Reference Page Number</b>	<b>Bidders Comments</b>
<b>1</b>	<b>Diesel Motor</b>		
1.1	Tier 4 emissions rating		
1.2	120 to 150 Horse Power (HP) diesel engine		
1.3	Power primer		
1.4	Safety shutdown		
<b>2</b>	<b>Pump</b>		
2.1	600 Gallons per minute (GPM) maximum capacity		
2.2	180 Pounds per square inch (PSI) maximum capacity		
<b>3</b>	<b>Fuel Tank</b>		
3.1	100 to 150 US Gallon volume capacity		
3.2	Double-lined		
<b>4</b>	<b>Electrical Certification</b>		
4.1	Electronic controls certified		

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

## ANNEX "B"

### BASIS OF PAYMENT

Pricing offered must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

A bid must comply with the requirements of the bid solicitation outlined in Annex A and meet all mandatory criteria as outlined to be declared responsive. A financial bid addressing only a portion of the requirement will be declared non-responsive.

The responsive bid with the lowest evaluated price will be recommended for award of contract.

No further charges will be allowed.

ITEM	U/I	QTY	UNIT PRICE	EXTENDED PRICE
Irrigation Pump as per "Annex A" (A1 to A5)	Lot	1	\$	\$
Irrigation lines as per "Annex A" (B1 to B5)	Lot	1	\$	\$
<b>Total (GST/HST not included)-Warranty/Shipping &amp; Handling included</b>				<b>\$</b>

While delivery is requested by June 30, 2022, the best delivery that could be offered is \_\_\_\_\_ .

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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only)

**ANNEX "D"**

**INTEGRITY PROVISIONS – LIST OF DIRECTORS**

Bidder must submit with their bid, by the bid solicitation closing date:

**Complete Legal Name of Supplier:**

Supplier Address: \_\_\_\_\_

Supplier PBN: \_\_\_\_\_

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

\_\_\_\_\_

4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

\_\_\_\_\_  
\_\_\_\_\_

5. For an individual - the full name of the person

\_\_\_\_\_

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