

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Attn: Kyle Harrington

Email: kyle.harrington@agr.gc.ca

**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal To: Agriculture and Agri-Food 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 and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Agriculture et Agroalimentaire 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 et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments-Commentaires

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur

Issuing Office- Bureau de distribution

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

Title/Titre: Minor Use Pesticide Program (MUPP) Residue Analysis - Pest Management Centre	
Solicitation No. – N° de l'invitation 01B68-22-0081	Date of Solicitation – Date de l'invitation August 3 rd 2022.
Solicitation Closes – L'invitation prend fin At – à : 12 :00 On-le : September 12th 2022.	Time Zone - Fuseau Horaire EDT
Address Enquiries to: Adresser toutes questions à :	
Name : Kyle Harrington Email : kyle.harrington@agr.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No. – N° de fax N/A
Destination- of Goods, Services, and Construction : Destination-des biens, services et construction:	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	
Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Name and title of person authorized to sign on behalf of Vendor/firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
(type or print) - (taper or écrire en caractère d'imprimerie)	
Signature:	
Date:	

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 01B68-22-0081 it is divided into seven parts plus annexes and, attachments as follows :

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The appendices include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, Appendix A Annex 1 List of Projects, Appendix A Annex 2 Study Plan Amendment, Appendix A Annex 3 Oxyfluorfen Report a&b, Appendix B Annex 1 Financial Proposal Form, Appendix C Annex 1 Residue Analysis Application Form, and any other annexes.

1.2 SUMMARY

1.2.1 This bid solicitation is being issued to satisfy the requirement of Agriculture and Agri-Food Canada. It is intended to result in the award of multiple contracts from contract award to March 31, 2024.

1.2.2 AAFC is requesting proposals for the conduct of chemical analysis for pesticide residues on crop samples collected from field trials at several Canadian locations, in accordance with the requirements of the Organization for Economic Co-operation and Development (OECD) Principles of Good Laboratory Practices (GLP) (rev 1997), study plans (Appendix A Annex 2), and Health Canada's Pest Management Regulatory Agency regulatory directive, DIR98-02 "Residue Chemistry Guidelines".

For the purpose of preparing proposals, it is not a requirement to bid on all six (6) Projects. Proposals must be submitted on a Project number basis and not by study number. A Project consists of all the respective studies specific to a given Project number, the active ingredient, the commercial product and the crop(s) involved.

It is expected that AAFC may have to contract with several different companies to complete the identified laboratory analysis for the specified Projects. However, the

degree of work that will be contracted is dependent upon many factors, including the response level to this RFP.

1.2.3 There is no Security component associated with this requirement.

1.3 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.

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 \(2022-03-29\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to AAFC will not be accepted.

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time

the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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 reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** 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.

2.5 Applicable Laws

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

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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid
- ii. Section II: Financial Bid
- iii. Section III: Certifications not included in the Technical Bid

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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGystar, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid,

Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable.

Section III: Certifications

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

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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Identified User(s) will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - iii. **Requests for Further Information:** If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. Verify any or all information provided by the Bidder in its bid; or
 - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. Mandatory Technical Criteria :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "shall" or "mandatory" is a mandatory requirement. Bids that do not comply with every mandatory requirement will be considered non-responsive and be disqualified. The

Mandatory evaluation criteria are described in **Appendix “C” Technical Evaluation Criteria**.

b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in **Appendix “C” Technical Evaluation Criteria**.

- i. A Technical Proposal Score (out of 155 points), will be computed for each technically responsive Bidder using the following formula:

Actual Technical Score	x 90 =	Final Score
Maximum Technical Score Attainable		<i>90% of Bidders Calculated Score</i>

Example: Given the Bidder has met the minimum threshold for the point-rated evaluation criteria

130	x 90 =	Final Score
155		75.484 out of 90

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

Technically Responsive Proposal: A technically responsive proposal is a proposal that

- A. Meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

4.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

In the Financial Proposal, the Bidder shall provide a firm all-inclusive price to provide the services requested in accordance with the schedule of Milestones as identified in **Appendix B**.

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

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

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate.

The failure by a company to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any other currency than Canadian.

4.4 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 93 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 155 points. A minimum pass mark for the overall point-rated criteria is 60%.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 90% for the technical merit and 10% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 90%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10% .
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$50.00.

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

Example of Method of Selection:

Highest Combined Rating Technical Merit (90%) and Price (10%)			
Highest Combined Rating Technical Merit (90%) and Price (10%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60.00	$\frac{88 \times 90}{100} = 79.2$	$\frac{*50 \times 10}{60} = 8.333$	= 87.533
Proposal 2 - Tech = 86/100 - Price - \$55.00	$\frac{86 \times 90}{100} = 77.4$	$\frac{*50 \times 10}{55} = 9.091$	= 86.491
Proposal 3 - Tech = 76/100 - Price = \$50.00	$\frac{76 \times 90}{100} = 68.4$	$\frac{*50 \times 10}{50} = 10$	= 78.4
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 87.533			

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.

5.1.1 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 Integrity 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 specified will render the bid non-responsive.

5.2.1 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

5.2.2 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

5.2.3 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

5.2.4 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

5.2.5 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

5.2.6 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

5.2.7 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

5.2.8 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 _____ (Suppliers 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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

7.2 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.

7.2.1 General Conditions

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31st, 2024; and
 - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b. **Termination on Thirty Days Notice**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 AUTHORITIES

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kyle Harrington
Title: Senior Contracting Officer
Organization: Professional Services Contracting Unit,

Agriculture and Agri-Food Canada
Address: 1305 Baseline Road, Ottawa ON K1A 0C5
E-mail address: kyle.harrington@agr.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.

7.5.2 Project Authority

[To be provided at time of Contract award]

The Project Authority for the Contract is:

Name : [_____]
Title : [_____]
Organization : [_____]
Address : [_____]
Telephone : [_____]
E-mail address : [_____]

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.

7.5.3 Contractor's Representative

[To be provided at time of Contract award]

Name : [_____]
Title : [_____]
Organization : [_____]
Address : [_____]
Telephone : [_____]
E-mail address : [_____]

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix

"B" , to a limitation of expenditure of **\$[To be provided at time of Contract award]** Customs duties are included and Applicable Taxes are excluded.

Canada will not pay any travel or living expenses associated with performing the Work.

7.7.2 Canada's Total Liability

A. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

1. when it is 75 percent committed, or
2. four (4) months before the Contract expiry date, or
3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

B. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Milestone Payments

Payments will be made according to the following deliverables/payment schedule for the work completed as described in the Statement of Work in Annex "A" and in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

First invoice: Cost of method validation as per the financial proposal (Appendix B, Annex 1) upon submission and approval by study director of the following documents:

- Detailed working method;
- Results of method validation;
- Laboratory tracking form and revised working plan template;
- Copy of SOPs (printed or electronic (PDF)). For contractors that have already submitted SOPs to AAFC only the latest update to SOPs are required.
- Copy of the facility master schedule (confidential information may be blacked out).

Second invoice: Cost of sample analyses as per financial proposal upon submission and approval by study director of the following documents:

- Results of sample analyses and summary of the analytical results.

Third invoice: Cost of the QA audits, storage stability (if required) and final analytical report as per the financial proposal upon submission and approval by study director of the following documents:

- All documents for completion of the analytical phase (including storage stability) and including all raw data and final analytical report as per the agreed schedule in the work plan.
- Completed QA reports for in-process inspection, review of raw data and final analytical report.

Penalty:

Delays in the delivery of the raw data and final analytical report including storage stability data (as per approved work plan) must be justified and approved by the study director. If acceptable justification is not provided a 10% decrease on the remaining contract balance will be applied for each month delay.

The Contractor's work will be determined to be acceptable by the Project Authorities provided the following criteria are met:

- The deliverables, as detailed above, are completed;
- the project follows and is completed according to the timeframe outlined in the "Deliverables and Schedule" section as described in Annex A, Statement of Work.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

7.8 Invoicing Instructions

7.7.1 [H3022C](#) (2016-01-28)

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
2. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. the study number and the phase of the work completed in accordance to the financial proposal submitted by the bidder.
 - c. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - d. the description and value of the milestone claimed as detailed in the Contract.
3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied (if applicable). At the time the holdback is claimed, there will be no Applicable

Taxes payable as it was claimed and payable under the previous claims for progress payments (if applicable).

4. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

5. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services;
- (c) Appendix A, Statement of Work;
- (d) Appendix B, Basis of Payment ;
- (e) the Contractor's bid dated _____ *(to be inserted at the time of contract award)*

7.12 Foreign Nationals*(the applicable clause will be inserted at the time of contract award)*

SACC Manual clause [A2000C](#) (___-___-___) Foreign Nationals (Foreign Contractor)

SACC Manual clause [A2001C](#) (___-___-___) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

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.

7.14 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.

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

APPENDIX “A” STATEMENT OF WORK

1.0 Background

AAFC is requesting proposals for the conduct of chemical analysis for pesticide residues on crop samples collected from field trials at several Canadian locations, in accordance with the requirements of the Organization for Economic Co-operation and Development (OECD) Principles of Good Laboratory Practices (GLP) (rev 1997), study plans (Appendix A – Annex 2) and Health Canada’s Pest Management Regulatory Agency regulatory directive, DIR98-02 “Residue Chemistry Guidelines” ([Regulatory Directive: Residue Chemistry Guidelines - Canada.ca](http://www.regulatorydirective.ca/ResidueChemistryGuidelines-Canada.ca)).

Only the analytical methods as in the list of projects in **Annex 1 of this Appendix** can be used.

The methods may be obtained as indicated below:

Project 1: AAFC22-001R, AAFC22-002R (broflanilide)

Method # 2017/7016349: Validation of BASF Method Number D1417/01 for the determination of residues of BAS 450 I and its metabolites S(PFP-OH)-8007 and DM-8007 in wheat (grain), dry beans (seed), tomato (whole fruit), citrus (whole fruit), soybean (seed) and coffee (grain) using LCMS/MS. (Including Amendment No.1). BASF Study Number 772495. Veiga, A. and Jose, W; 2017.

Methods belonging to BASF Canada Inc., must be requested from
Christine Headon, Tel: 416-453-3577; email: christine.headon@basf.com

Project 2: AAFC22-031R, AAFC22-032 (pyrethrins and piperonyl butoxide)
Method # GLP-MTH-074: Determination of Pyrethrins and Piperonyl Butoxide (PBO) in Crops, GLP-MTH-074 Original, M.R. Huebner, Golden Pacific Laboratories, May 24, 2010.

Method belonging to McLaughlin Cormley King Company, must be requested from
Amy McNeilly, Tel: 763-593-3443; email: amy.mcneilly@mgk.com

Project 3: AAFC20-037R, AAFC20-038R, AAFC20-047R (flazasulfuron)
Method # S09-03106: Flazasulfuron – Validation of analytical method for flazasulfuron in crops, Study Code: S09-03106, S. Oppiliart, Eurofins|ADME Biosciences, 10 Dec 2009.

Methods belonging to ISK Biosciences Corporation, must be requested from
Karol Krey, Tel: 216-372-2569; email: kreyk@iskbc.com

Project 4: AAFC20-034R (flumioxazin)
Method # RM-30A-3: Determination of flumioxazin residues in crops, RM-30A-3, Valent USA Corporation, 18 Mar 2003.

Method belonging to Valent Canada, must be requested from **Beth Connor**,
Tel: 519-830-7837; email: beth.connor@valent.com

Project 5: AAFC22-010R (oxyfluorfen)

Method 1 # 34-95-111: 1. Enforcement Residue Analytical Method for GOAL Herbicide (oxyfluorfen) in Crop Commodities with GC/MS Confirmation, Report No.: 34-95-111, D.A. Martin, Q. Zang, 29 Apr 1996

Method 2 # GRM 07.05: Determination of Residues of Oxyfluorfen in Agricultural Commodities by Gas Chromatography with Negative-Ion Chemical Ionization Mass Spectrometry, GRM 07.05, E.L. Olberding, B.M. Wendelburg, Dow AgroSciences, 25 Apr 2007.

Methods belonging to NUFARM Agriculture Inc., are available in **Appendix A, Annex 3 a&b**

Project 6: AAFC22-016R (clethodim)

Method # Meth-156: Determination of Clethodim Residues (Common Moiety) in Crops, Animal Tissues, Milk and Eggs, Meth-156 Original, Morse Laboratories Inc., 27 Dec 2002.

Method belonging to UPL AgroSolutions Canada Inc., must be requested from **Nicole Gentner Tel: 819-291-0036; email: nicole.gentner@upl-ltd.com**

Frozen samples will be shipped to the successful bidder(s) (laboratory) upon harvest from ongoing field trials and/or from the AAFC Analytical Laboratory. Anticipated harvest dates are indicated on the List of Projects (Appendix A, Annex 1). The exact shipping dates will be determined after the contract is awarded. Storage stability data will be required if, at the time of analysis, samples have been stored longer than the storage stability timeframe indicated on the List of Projects.

With the exception of modifications necessary to adapt the methods to different crop fractions, AAFC expects the methods to be followed as written. This applies specifically to the equipment (detector) used to determine the residue definition. If, however, upon review of the method provided, the bidder believes that a different detector can be used, a rationale for the modification must be clearly indicated in the proposal and all impacts or changes in the procedures on the reference method indicated. Upon awarding contracts, all proposed modifications must be thoroughly discussed with the Study Director and approved prior to method validation.

For the purpose of preparing proposals, it is not a requirement to bid on all Projects. Proposals must be **submitted on the basis of Project number** and not by study number. A Project consists of all the respective studies specific to a given Project number, the active ingredient, the commercial product, the crop(s), the number of trials conducted and the number of samples per trial (treated and untreated). The list of Projects for which proposals are being sought is included in Appendix A, Annex 1. A study plan amendment template outlining analytical procedures to be followed is included in Appendix A, Annex 2. The Residue Analysis Application Form (Appendix C – Annex 1) must be completed for each Project for which a bid is being made.

As field trials are subject to the forces of nature throughout the growing season and possible changes in regulatory requirements, there is a possibility in either the cancellation of trials or changes in the number of samples required for residue analysis. This may result in the need to amend this RFP or to adjust contracts to reflect changes.

Bids must be in Canadian dollars. Evaluations for cost per point are calculated on the total cost of the individual Project, excluding HST. HST can only be collected if your company has a HST registration number. For further information please contact Canada Revenue Agency at:

<http://www.cra-adrc.gc.ca/sitemap-e.html#tax>.

The failure to provide bids in Canadian dollars will make the proposal non-compliant. AAFC will reject any bid not in Canadian currency.

It is expected that AAFC will have to contract with several different companies to complete the identified laboratory analysis for the specified Projects. However, the degree of work that will be contracted is dependent upon many factors, including the response level to this RFP.

NOTE:

Appendix A, Annex 1 contains the list of Projects detailing the sample type, number of samples, the methods, residue definition and frozen storage stability

Annex 2 – 2022 Study Plan Analytical Amendment Template

Annex 3 – Oxyfluorfen Report a&b Analytical Methods for Project #5

Appendix B, Annex 1 – Financial Proposal Form

Appendix C, Annex 1 – Residue Analysis Application Form

2.0 Objective

To carry out laboratory analyses for pesticide residues in/on crop samples collected from field trials conducted at several Canadian locations, in accordance with GLP (rev 1997) and the study plans (Appendix A – Annex 2).

3.0 Scope of Work

- Contractors must follow the study plan and analytical methodology provided by the AAFC Study Director. Modifications to the analytical methodology must be approved by the Study Director.
- Submit the Laboratory Study tracking form (to be provided upon contract award), including projected dates for completion of each study phase directly to the Study Director after projects are awarded and prior to initiation of work.
- Provide written updates to the Study Director on the status and condition of the residue analysis, including method development, method validation, sample

analysis, setting up and conducting of storage stability analysis and communicate with the Study Director immediately to discuss identified problems.

- Contact the Study Director immediately if any event occurs that may impact the successful completion of any phase of the analysis during the agreed time frame. This may include, but not be limited to problems with method development, method validation, change in equipment and necessary method modification, etc.
- Contractors must follow their Standard Operating Procedures (SOPs).
- Deviation to SOPs or study plans must be documented, signed by the principal investigator and test site management, and sent to the study director for approval.
- Contractors must ensure qualified quality assurance personnel oversee GLP compliance.
- Contractors must notify study directors when crop samples have been delivered by an authorized carrier.
- Contractors must store crop samples in accordance with the study plan and facility SOPs.
- Contractors are responsible for ordering reference items as stated in the study plan.
- Contractors must validate the analytical method as per study plan.
- Contractors must accurately record and verify all laboratory data and ensure the final analytical report as described in section 40 of the study plan accurately reflects all raw data when submitted to the study director.
- Contractors must submit all reporting requirements at each study phase in accordance with Section 39 of the Study Plan. It may be necessary to retain a sample of the reference standard. This will be determined by the study director after the contracts have been awarded.
- Contractors must ensure that method validation and sample analyses are completed in a timely manner following receipt of samples in order to avoid the requirement for freezer storage stability analysis and respect completion of analysis as per proposal. (No later than six months from receipt of the final field sample and appropriate reference standards, unless approved by the study director or Project authority).
- Contractors must ensure the steps are taken to address storage stability needs. This includes preparing samples upon arrival for storage stability analysis (refer to Section 27 of the Study Plan Amendment Template , Appendix A, Annex 2.
- The completed final analytical report and raw data for each study must be submitted to AAFC **no later than six months** from receipt of the final field sample and appropriate reference standards, unless approved by the study director or Project authority.
- Contractors are to submit an original, signed Final Analytical Report; original, paginated raw data and an electronic pdf version of the Final Analytical Report and raw data.
- Ensure that samples are retained frozen until the Study Director gives permission for disposal (this can go beyond the final analytical report is approved).

Upon awarding of contract, the following must be submitted to the Project Authority:

- Contractors must provide a copy (electronic or printed) of their SOPs to the Project authority upon awarding of contract. For returning contractors only those SOPs that have been revised since the last contract with AAFC need to be provided.
- Contractors must provide a copy of the facility master schedule (confidential information may be redacted).

The analytical phase portion of each study plan will include the following laboratory analysis requirements and reported to the Study Director in accordance with Section 39 of the Study Plan:

A) Reference method modification (if required)

Contractors must use methods listed in Appendix A, Annex 1. If modifications are necessary due to test matrix interferences, these must be documented and approved by the study director prior to samples analysis.

B) Method validation

1. The method must be validated for each compound in the Residue Definition, for each crop fraction.
2. The method may be validated prior to receipt of the field samples using store purchased (preferably organic) crop fraction. Documentation of the purchase date and the supply source is required.
3. To validate the method, analyze a minimum of one control sample (untreated), and three fortified replicates, at each of the following levels: the lowest level of method validation (LLMV), 2X LLMV and 10X LLMV (or as specified in the study plan). The minimum number of validation samples will be 10 and acceptable recovery range is 70-120% and %RSD \leq 20%.
4. If residue levels are greater than the highest concentration validated, extension of the method validation is required. Three replicates of a control (untreated) sample fortified at a concentration above the highest level of residues, followed by a solvent blank are required in accordance with Sections 33 and 35 of the Study Plan.

C) Sample analysis

1. Each injection set (including those with re-injected or diluted sample extracts) should include calibration standards, control (untreated) sample(s), fortified sample(s), a reagent and solvent blank, and if applicable, treated samples. All field and fortified sample injections must be made in duplicate.

2. Adequate concurrent recovery samples that bracket the actual residues must be analyzed in accordance with Section 35 of the Study Plan.
3. The concurrent recovery is conducted with sample analysis and is separate from the method validations.

D) Storage stability analysis

1. Upon receipt of the samples and reference item(s), using a macerated control sample, prepare and freeze four provisional sets of samples (3 fortified and 4 unfortified samples per set) in accordance with Section 27 of the Study Plan. These provisional sample sets will be analyzed only if there is a delay for frozen storage stability.
2. If extraction of treated and control (untreated) samples is completed within 30 days of harvest (or period indicated in the study plan), frozen storage stability samples will not be required.
3. If frozen storage stability analysis is required, analysis must include a 0-day, 30 days and **every 90 days thereafter** until the length of the longest sample storage period, unless otherwise indicated by the study director in the study plan. Upon validation of the method and approval by study director, for each crop fraction, a minimum of three replicates per time frame are to be fortified at the highest level of method validation and put in frozen storage. Three samples of each analyte per crop fraction will be analyzed after the appropriate storage period. One control sample and three freshly fortified controls will also be included at each time frame.

NOTE: All Projects must follow the study plan and meet the appropriate policies and data requirements of the Health Canada's Pest Management Regulatory Agency (PMRA) with respect to residue chemistry as noted in Section 1.0.

4.0 Qualifications

Provide proof of current GLP recognition will be required: a current copy of the GLP certificate issued by the Standards Council of Canada (SCC). SCC is the organization responsible for accrediting Canadian laboratories to OECD, GLP standards. U.S. laboratories are governed by the Environmental Protection Agency (EPA) GLP regulations. There is a memorandum of understanding (MOU) regarding GLP acceptability, between PMRA in Canada and the EPA in the U.S. Hence, in place of SCC accreditation, proposals will be accepted from laboratories operating in the United States, if they provide a copy of their most recent facility inspection report conducted by the EPA (if available), and the most recent independent quality assurance auditor report for a critical phase of a final report.

Please refer to Appendix C, Section 2.0 Mandatory Requirements and Section 3.0 Rated Requirements for additional information.

Laboratories located in the United States must obtain an USDA Animal and Plant Health

Inspection Service (APHIS) "Controlled Import Permit to Import Restricted or Not Authorized Plant Material" prior to sample shipment.

5.0 Deliverables & Timelines

First Invoice: Cost of method validation as per financial proposal (Appendix B, Annex 1) upon completion of:

- Trial Tracking Form (to be provided on contract award) including the schedule of analysis with time frames proposed for method validation, completion of sample analysis, frozen storage stability analysis, submission of raw data, and submission of draft, and final analytical reports.
- Copy of SOPs (printed or electronic pdf) - for contractors that have already submitted SOPs to AAFC, only updates are required;
- Copy of the facility master schedule (confidential information may be blacked out);
- Detailed validated working method for approval by Study Director prior to starting sample analysis;
- Results and approval by Study Director of method validation prior to sample analysis initiation;

Second Invoice: Cost of sample analyses as per financial proposal (Appendix B, Annex 1) upon completion of:

- Approved sample analysis results including summary of data, submitted after final sample analysis in accordance with Section 39 of the Study Plan;

Third Invoice: Cost of the QA audits, frozen storage stability (if required) and final analytical report as per financial proposal (Appendix B, Annex 1) upon completion of:

- QA reports for in-process inspection, review of raw data, and final analytical report, to be forwarded to AAFC within **two weeks** of each QA inspection being completed;
- Completed final analytical report for each study with all data submitted to AAFC **no later than six (6) months** after receipt of the final field samples and appropriate reference standards, unless otherwise approved by the Study Director and Project Authority;
- Final analytical reports are to be submitted on the basis of study number and **not** by Project number;

- Delays in the delivery of the raw data and final analytical report (as per approved work plan) must be justified and approved by the study director. If acceptable justification is not provided a 10% decrease on the remaining contract balance will be applied for each month delay.

6.0 General Information

- The list of Projects is attached (**Appendix A, Annex 1**)
- For each Project, proposals should detail the activities and deliverables to be supplied, including modification of method (if needed), method validation, storage stability study, analysis of samples, Quality Assurance (QA) audit (in-process, raw data, final analytical report) reports and other costs, if any, such as archiving of data, long-term storage of samples, standard solution stability, **pagination and scanning of raw data**, and a total cost for completing the requested statement of work.
- Note: a separate report is required for each active ingredient and crop combination i.e. a report for each study number.

7.0 Contract Duration

The contract will start at the signing of the contract until March 31, 2024 with specific durations established for each study but may be extended at the discretion of the Project Authority if required. In most cases the crop samples will be harvested between May and December 2022

8.0 Constraint

Field trials are subject to the forces of nature throughout the growing season and possible changes in regulatory requirements. This may result in either the cancellation of trials or a reduction/elimination in the number of samples required for residue analysis. Additionally, some storage stability data may not be required due to availability of new information, timing of analysis or changes in regulatory requirements. There may be a need to reduce the number of samples analyzed if analysis of the decline samples is not required. Consequently, this RFP may be amended or some chemical analysis contracts may need to be adjusted after being issued.

9.0 LANGUAGE OF WORK:

The work is to be completed in English.

10.0 LOCATION OF WORK AND TRAVEL

The work will take place exclusively at the contractor's location. AAFC will not be responsible for any travel and/or living expenses.

APPENDIX "B"
BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 7.7.3 of Part 7, Method of Payment and 7.8 Invoicing Instructions.**

2.0 PRICING BASIS

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

2.2 **The Basis of Payment shall be a FIRM ALL INCLUSIVE PRICE PER PROJECT (in Canadian dollars). Progress payments, shall be in accordance with article 7.7.3 of Part 7, Method of Payment and 7.8 Invoicing Instructions. The following terms shall form part of any resulting Payment Schedule.**

2.3 All prices and amounts of money in the Contract are exclusive of Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.

2.4 **Travel and Living Expenses** - no travel will be reimbursed under this contract.

2.5 FIRM ALL INCLUSIVE COSTING BY PROJECT WILL BE LISTED ON APPENDIX B, ANNEX 1 OF THIS RFP/ Associated Contract.

At time of contract award, a table identifying all trials awarded will be included complete with costing.

APPENDIX "C"

EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL

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

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

- 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 Bidders' responses to the 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 PER PROJECT** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Bidders' 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 = 90%

Financial Proposal = 10%

Overall Proposal = 100%

Formula:

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

1.5 To be considered Responsive, a Proposal must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the **minimum passing score (60%) identified overall in rated criteria.**

Proposals which do not meet these mandatory or minimum point requirements shall not be given further consideration.

The responsive Proposal to the identified Projects which receives the highest score of the combined points for the **Technical Proposal** rated requirements **(90%)** and the

Financial Proposal rated requirements (**10%**) will be selected as the successful Proposal.

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proponents 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 Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 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 (Annex A).
- 1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the **highest technical score** will be considered the successful proposal.

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 must use the application form provided (Appendix D, Annex 1) to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

MANDATORY CRITERIA # 1.

The proponent must be currently recognized as a GLP compliant laboratory to conduct laboratory analysis on pesticide residues and must provide documentary evidence of this recognition.

MANDATORY CRITERIA # 2.

Complete the Residue Analysis Application Form (**Appendix C, Annex 1**) for each residue project for which you are making a bid.

MANDATORY CRITERIA # 3.

The proponent must provide evidence (at least one letter of reference) of having completed a minimum of one GLP laboratory study in a satisfactory manner.

MANDATORY CRITERIA # 4.

The proponent must identify how Quality Assurance will be provided.

3.0 POINT RATED REQUIREMENTS

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

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

The rated requirements have been selected to provide evaluators the ability to assess bidder's capacity and ability to conduct the trial work for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the trial (Each criteria will be marked according to completeness, clarity, and rationales provided).

3.2 Cutting and pasting wording from the RFP into the proposal does not constitute demonstrating the requirement. Experience **must** be demonstrated by citing specific examples of work performed that relates to the specific evaluation criteria. If the Bidder's response does not fully and clearly demonstrate that the requirement is met by the information cited, then information provided will not be considered.

3.3 The technical bid must substantiate the compliance with the specific articles of Appendix "C", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.

3.4 For Point Rated Requirements partial points will be awarded based upon each rated criteria.

Point Rated Criteria #1: Project Team (5 pts)

Describe the team to be assigned to this project, their responsibilities and how they will be accountable

- Company profile and history performing GLP pesticide residue studies
- Identification of project PI, TSM, QA, technician(s) and their roles (supported by CVs and GLP organization chart)
- Accountability
- List of analytical instruments to be used in the project

Point Rated Criteria #2: (50 pts total)

Point Rated Criteria #2A: Crop Fraction (20 points)

Provide details of direct experience with each crop fraction listed in Appendix A, Annex 1 for this project; outlining the components of the residue definition analyzed and indicating the number of studies with each fraction.

If no direct experience, provide details of similar/related experience with each crop fraction. Describe why this experience is relevant to this project.

Point Rated Criteria #2B: Residue Definition (20 points)

Provide details of direct experience with each component of the residue definition listed in Appendix A, Annex 1 for this project; outlining any crop fraction analyzed and indicating the number of studies with the residue definition.

If no direct experience, provide details of related/similar experience with each component of the residue definition. Describe why this experience is relevant to this project.

Point Rated Criteria #2C: Analytical Method and Frozen Storage Stability Studies (10 points)

Confirm experience with the exact analytical method(s) listed in Appendix A, Annex 1, including any crop fraction analyzed. Provide details of conducted Frozen Storage Stability Studies with the method specified.

If no experience with the exact analytical method(s) listed, provide details of related/similar experience to the one that is to be used for analysis of the residue definition in the crop fraction. Describe similarities of procedures between the methods and explain why it is relevant to this project.

Point Rated Criteria #R3: Understanding Analytical Methodology (40 points)

Based on the reference method indicated in Appendix A, Annex 1, provide an overview of the procedures to be used for each study in the project. This overview is to include a summary/description of the analytical techniques needed to complete this analysis and why they are relevant (ex. Soxhlet extraction used to extract ethofumesate from sample). Explain calculations of the results. Based on the method, estimate the timeframe for analysis and indicate key stopping points.

Provide proposed modifications, and explaining why they are required (ex. method required packed column with GC/NPD determination or equipment is not capable of handling packed columns). Include concerns/restraints. If proposed changes are not acceptable to PMC, can you follow the method as written?

Point Rated Criteria #R4: Understanding Requirements of the Study Plan (30 pts)

Based on the draft study plan template and the information provided in Appendix A, Annex 1, provide an outline of the procedures to be used for each study in the project. This outline is to include details on each phase of analysis (including estimated time frame, number of sets, set composition, etc.). For each phase of analysis, outline and explain any potential concerns and include possible solutions.

Point Rated Criteria #R5A: Understanding and Adhering to Quality Control (10 pts)

Based on your SOPs and good scientific practices, provide guidelines for data reproducibility and outline how your organization handles inconsistencies in data or unexpected results, For example: a) quantifiable residue levels in an untreated sample on par with the levels in a treated sample; b) 1 trial with results significantly different than other trials within the study; c) one of the method validation recovery results is low (98, 95, 22%). Please outline any other types of inconsistencies which may be relevant to this study. Describe your raw data and report quality control procedures.

Point Rated Criteria #5B: Method LOD/LOQ (10 pts)

Based on the LOD and LOQ in the reference method and your proposed changes (if applicable), is it possible to obtain similar, greater or lower sensitivity for this (these) crop fraction(s). How will the LOD and LOQ be determined?

Point Rated Criteria #5C: Demonstrating how Solutions will be Prepared and Used (10 pts)

Based on the draft study plan and reference method, provide an overview on how the reference items (analytical standards) will be prepared and stored. Outline any potential concerns, explaining why and providing potential solutions. Include information on solution stability.

Minimum Overall Required: 93/155 (60%)

4.0 FINANCIAL PROPOSAL

4.1 The costing that's included in the proponent's bid is for a firm all-inclusive price covering all Project costs (labour, materials, travel, customs & duties, etc.) expected to be incurred in the completion of the deliverables and in Canadian dollars. All applicable taxes must be excluded as these will not be used in the evaluation process.

THE BIDDER MUST USE THE FINANCIAL PROPOSAL FORM PROVIDED IN APPENDIX B, ANNEX 1 OF THIS RFP TO SUBMIT THEIR FINANCIAL PROPOSAL.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

- 5.1 Bidders must meet all of the mandatory criteria and achieve the required minimum for each category in the rated criteria to be considered compliant. The Bidders will be ranked according to the combined financial and technical score **PER PROJECT**. The Bidder with the highest combined score, per Project, will be considered for contract award for that Project. In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.