

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

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada  
**Address: 1341 Baseline Road, Ottawa ON**  
**Attn: Rhonda DiMarco**  
**Email: [rhonda.dimarco@agr.gc.ca](mailto:rhonda.dimarco@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

<b>Title/Titre:</b> <b>PROVISION OF SCIENTIFIC TECHNICAL WRITING AND REPORT REVIEW SERVICES</b>	
<b>Solicitation No. – N° de l'invitation</b> <b>01B68-22-0057</b>	<b>Date of Solicitation – Date de l'invitation</b> <b>August 30<sup>th</sup>, 2022</b>
<b>Solicitation Closes – L'invitation prend fin</b> At – à : 12 :00 On-le : <b>Sept 21st, 2022</b>	<b>Time Zone - Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries to: Adresser toutes questions à :</b>	
<b>Name : Rhonda DiMarco</b> <b>Email : <a href="mailto:Rhonda.dimarco@agr.gc.ca">Rhonda.dimarco@agr.gc.ca</a></b>	
<b>Telephone No. – N° de téléphone</b> <b>819-665-5568</b>	<b>FAX No. – N° de fax</b> <b>N/A</b>
<b>Destination- of Goods, Services, and Construction :</b> <b>Destination-des biens, services et construction:</b>	
<b>Instructions:</b> 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. <b>Instructions:</b> 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.	
<b>Delivery required - Livraison exigée</b>	<b>Delivery offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur</b>	
<b>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</b>	
<b>(type or print) - (taper or écrire en caractère d'imprimerie)</b>	
<b>Signature:</b> <b>Date:</b>	

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

### **PART 2: BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries – Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Improvement of Requirement During Solicitation Period
- 2.7 Bid Challenge and Recourse Mechanisms

### **PART 3: BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of Selection

### **PART 5: CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

### **PART 6: SECURITY**

### **PART 7: RESULTING CONTRACT CLAUSES**

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirements
- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Proactive Disclosure of Contracts with Former Public Servants
- 7.7 Payment
- 7.8 Invoicing Instructions
- 7.9 Certifications and Additional Information
- 7.10 Applicable Laws
- 7.11 Priority of Documents
- 7.12 Basis for Canada's Ownership of Intellectual Property
- 7.13 Foreign Nationals
- 7.14 Insurance Requirements
- 7.15 Dispute Resolution

**LIST OF ANNEXES TO THE RESULTING CONTRACT:**

ANNEX "A" – STATEMENT OF WORK

ANNEX "B" – BASIS OF PAYMENT

ANNEX "C" – EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL

## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

This document states terms and conditions that apply to bid solicitation # 01B68-22-0057 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 annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, 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 one (1) contract from contract award to March 31, 2023.

Option to extend the Contract:

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by 2 (two) additional 1 (one) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

1.2.2 The requirement is to compile, analyze and summarize experimental (pesticide value) data into research reports or to review the reports to support the mandate of the Minor Use Pesticide Program of the Pest Management Centre, AAFC.

GST /HST (if applicable) can only be collected if your company has a GST/HST registration number. For further information please contact Canada Revenue Agency at: <http://www.cra-adrc.gc.ca/sitemap-e.html#tax>.

The failure by companies 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 currency other than Canadian.

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 Annex "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 Annex "C" Technical Evaluation Criteria.

- i. A Technical Proposal Score (out of 90 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score	x 90 =	<b>Final Score</b>
Maximum 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 =	<b>Final Score</b>
150		77.99 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 hourly price to provide the services requested in accordance with the Scope of Work and Deliverables as identified in **Annex "A"**.

The requirements of the Financial Proposal are detailed in Annex "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 42 points overall for the technical evaluation criteria which are subject to point rating.
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 \$125.00.

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

#### Example of Method of Selection:

<b>Highest Combined Rating Technical Merit (90%) and Price (10%)</b>			
<b>Calculation</b>	<b>Technical Points</b>	<b>Price Points</b>	<b>Total Points</b>
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 90}{100} = 79.2$	$\frac{*125 \times 10}{200} = 6.25$	= 85.45
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 90}{100} = 73.8$	$\frac{125 \times 10}{130} = 9.62$	= 83.42
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 90}{100} = 68.4$	$\frac{125 \times 10}{125} = 10$	= 78.4
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 85.45			

## **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 6 – SECURITY**

There is no Security component associated with this requirement.

## **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 Annex "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**

[2010B \(2022-01-28\)](#), General Conditions - Medium 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 :  
The "**Initial Contract Period**", shall be valid from contract award until March 31, 2023. AAFC holds an option to extend the Contract for two (2) additional one-year (1) periods, in accordance with the article below.

#### **OPTION TO EXTEND CONTRACT:**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional one-year (1) periods. Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date. The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the rates/prices will be in accordance with the provisions of the Contract. Canada's total liability under this Contract, shall not increase, notwithstanding any exercise by Canada of its option. The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

- 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: Rhonda DiMarco  
Title: Senior Contracting Specialist  
Organization: Professional Services Contracting Unit,  
Agriculture and Agri-Food Canada  
Address: 1341 Baseline Road, Ottawa ON K1A 0C5  
E-mail address: [rhonda.dimarco@agr.gc.ca](mailto:rhonda.dimarco@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 Annex "B", to a limitation of expenditure of **\$25,000.00** Customs duties are included and Applicable Taxes are excluded.

#### **Budget Limitation and Allocation:**

The funds allocated represent the combined total dollar value of the total contract to be awarded. The estimated contract value shall not exceed a total value of \$25,000.00 (HST excluded) for the initial period of the contract, and \$25,000.00 for each of the two (2) one-year option periods, for a total combined budget limitation of \$75,000.00 (HST excluded). When all of the funds allocated to a Contract are exhausted, the Contractor will not be requested to undertake further Work.

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**

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:

Payment will be made **no more the once per month for actual days/hours of service incurred**, following the submission of all invoicing documentation as specified in 7.8 in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

### **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**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

The Contractor will submit invoices on its own form, which will include:

- (i) The date and invoice number;
- (ii) The Contractor name and address;
- (iii) The Destination (name and address of the client department);
- (iv) Contract serial number; 01B68-22-0057
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work;
- (vii) The amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;

## **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 [2010B](#) (2022-01-28), General Conditions - Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment ;
- (e) the Contractor's bid dated \_\_\_\_\_ *(to be inserted at the time of contract award)*

### **7.12 Basis for Canada's Ownership of Intellectual Property**

N/A

### **7.13 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)

### **7.14 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.

### **7.15 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](#)".

## **ANNEX “A”** **STATEMENT OF WORK**

### **1. Title**

PROVISION OF SCIENTIFIC TECHNICAL WRITING AND REPORT REVIEW SERVICES

### **2. Background**

Under the Minor Use Pesticide Program, AAFC undertakes a major role in the generation of field (pesticide efficacy, tolerance, and/or residue) and laboratory (pesticide food residue chemistry) data required to support regulatory submissions for user requested minor use (pesticide) label expansions.

The Pest Management Centre of AAFC generates a high volume of technical reporting documents related to minor use submissions of pesticides. A Contractor is required to provide scientific technical writing and / or technical report review services for the Pest Management Centre on an “as and when requested” basis.

### **3. Objective**

To compile, analyze and summarize experimental value (efficacy/crop tolerance) data into research reports, or to critically review and correct experimental value (efficacy/crop tolerance) data presented in research reports, to support the mandate of the Minor Use Pesticide Program of the Pest Management Centre, AAFC.

It is important for the PMC to provide high quality submissions to the Pest Management Regulatory Agency (PMRA) for registration of pesticide uses. The Contractor is to provide scientific report writing and / or scientific review services for pesticide value study reports which must accurately reflect raw data, comply with Pest Management Regulatory Agency (PMRA) guidelines and directive, and be well written.

### **4. Scope of Work**

The contractor will conduct scientific writing and / or review of value reports on an “as and when requested” basis to help deliver high quality pesticide value reports for minor use submissions. A Value Report is a compilation of information regarding a products contribution to pest management including the product’s efficacy, effect on host and rotational crops, health, safety and environment benefits, and social and economic impact. The Value Report is used by the Pest Management Regulatory Agency (PMRA) to conduct their value assessment, using a weight of evidence approach to consider all factor’s that may contribute to a products value. As such, the Pest Management Centre (PMC) must submit a Value Report to Pest Management Regulatory Agency (PMRA) to satisfy data requirements in support of registration of new uses of pesticides in Canada.

The type of field data contained in a value report includes but is not limited to: product description, registered and proposed use pattern, description of the pest problem, efficacy (experimental results from research trials, published scientific literature, scientific rationales, use history), efficacy/crop tolerance trial summary tables, formulations, adjuvants, support for proposed claims, effects on host organisms (e.g. non-safety adverse affects), consideration of benefits (e.g registered alternatives, resistance management, social and economic impacts, health safety and environmental benefits, compatibility with current management practices including integrated pest management), summary and conclusions, references.

The Contractor will be requested to meet the following requirements and complete the following tasks related to writing Value Reports:

- Following the request for value report writing services, all relevant material (e.g.

efficacy and crop tolerance field trial reports, published scientific literature, value report/summary tables template, information relevant to addressing product's value, etc.) will be sent to the Contractor from the Pest Management Centre of AAFC.

- The Contractor will review all documents provided, evaluate the data for completeness, and determine if additional data/information are required to completely write the report.
- The Contractor will work with the Project Lead to acquire any missing information or to clear up discrepancies in the raw data;
- AAFC's expectation is that the Contractor writes the draft value report against all relevant data/information. Specific activities include but are not limited to:

Completing efficacy and/or crop tolerance data summaries using the appropriate excel template provided;

Completing all required section and tables outlined in the value report template;

Data mining additional supporting efficacy, crop tolerance and benefit information if necessary/available to strengthen the weight of evidence of the proposed use;

Writing entire report using the template and ensuring the completeness of the report;

Critiquing the report, once drafted, for errors, transcription, grammatical, spelling, punctuation, and format;

Delivering the deliverables to PMC;

- Once the report is completed, the Contractor will be advised to forward the invoice for services rendered, for approval and payment; and
- Contractor must return all hard copies of raw data to PMC and delete all electronic copies of data and reports in the Contractor's computer.

The Contractor is responsible to meet the following report review requirements and complete the following tasks related to review of Value Reports:

- Complete the "Request for value report review services" form each time a review is requested. Once the request has been approved, all relevant material (e.g. efficacy and crop tolerance field trial reports, draft value report, value report/summary tables template, references, etc.) will be sent to the Contractor from the Pest Management Centre of AAFC.
- The Contractor will review all documents provided, evaluate the data for completeness, and determine if additional data/information are required to completely review the report.
- The Contractor will contact and work with the Project Lead to acquire any missing information or to clear up discrepancies in the raw data;
- When the documentation is all received, the Contractor will precede to review the draft value report against all relevant data/information. Specific review activities include but are not limited to:
- Verifying all numeric values and other information in the report against the scientific raw data to make sure the report accurately represents the raw data;
- Confirming that all calculations and conversions in the report are correct;
- Ensuring the completeness of the report;
- Reviewing the draft value report format and contents against a pre-approved template and
- Critiquing the report for scientific errors; transcription, and format.

## **5. Timing and Deliverables**

For technical writing, an electronic copy of the draft value report in MS Word format must be provided as well as efficacy and crop tolerance data summaries tables in MS excel format. For review, an electronic copy of the draft value report with all corrections and comments tracked must be provided by using "Track Changes" function of the MS Word program.

The Contractor shall provide the above deliverables to the Project Lead within the allotted time agreed to on the request form unless alternative timelines were otherwise agreed to (and documented in an email).

## **6. Language of Work**

English

## **7. Location of Work and Travel**

All Work shall be performed at the Contractor's place of business. All technical and administrative services, supplies, and equipment necessary to accomplish tasks as stated in this statement of work shall be provided by the Contractor at its own costs.

AAFC will not be responsible for any travel and/or living expenses.



**ANNEX “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**

The Contractor shall be paid in accordance with the following clause for work performed under the contract;

**The Basis of Payment shall be a FIRM ALL INCLUSIVE HOURLY RATE AS LISTED IN THE FINANCIAL TABLE BELOW. The following terms shall form part of any resulting Payment Schedule.**

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.

*Financial Table (to be completed at time of contract award)*

Service	Regular Rates		
	Contract Period	Option Period 1 (if exercised)	Option Period 2 (if exercised)
Value Report writing or Report review	\$/hourly	\$/hourly	\$/hourly

Payment shall be made based on the deliverables described in the Statement of Work and the acceptance and satisfaction of the deliverables by the Project Authority.

**Budget Limitation and Allocation:**

The funds allocated represent the combined total dollar value of the total contract to be awarded. The estimated contract value shall not exceed a total value of \$25,000.00 (HST excluded) for the initial period of the contract, and \$25,000.00 for each of the two (2) one-year option periods, for a total combined budget limitation of \$75,000.00 (HST excluded). When all of the funds allocated to a Contract are exhausted, the Contractor will not be requested to undertake further Work.

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

**ANNEX “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**

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Annex “A”).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders’ responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non- compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Bidders must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score 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:

<i>Technical Proposal</i>	=	90%
<i>Financial Proposal</i>	=	10%
<i>Overall Proposal</i>	=	100%

**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 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 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.

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

- 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**

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The Proposer must include the necessary documentation to demonstrate this compliance.

**Proponents should indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.**

**M1. Provide evidence of experience in writing pesticide value reports and rationales (including efficacy and crop tolerance data summary tables). Must include a minimum of five (5) examples within the past seven (7) years. The evidence should be the list of reports written with completion dates and the name, phone number and email address of at least one reference for each report.**

### 3.0 POINT RATED REQUIREMENTS

Only those proposals which first meet the Mandatory Requirement will be considered in the second stage of the evaluation, the Point Rated Technical Evaluation.

To be considered compliant, bidders must obtain a minimum total passing mark of 42 for the point rated criteria of the Technical Evaluation. The rating is performed on a scale of 70 points. Proposals scoring less than 42 points overall for the point rated criteria of the Technical Evaluation will not be given further consideration.

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.

General statements should be avoided. These do not provide details which can be compared to the description of the requirement and therefore evaluated as to their relevancy in fulfilling the requirement, as detailed in the SOW.

Criteria	Point Rated Evaluation Requirements	Page No.	Min Points	Max Points
<b>R.1</b>	<b>Contractor's Education and Experience</b>			
	<p>Proposers must demonstrate <b><i>in a cover letter or resume</i></b> that every proposed employee and/or sub-contractor has the following education and experience:</p> <p>(1) <b>Level of Education</b> (8 points)</p> <ul style="list-style-type: none"> <li>○ Demonstrated level of education (diploma or degree) in at least one of the following subject areas: agriculture, horticulture, chemistry, biology or science related field. <ul style="list-style-type: none"> <li>○ College Diploma (2 pts) or,</li> <li>○ BSC (4 pts) or,</li> <li>○ MSC (6 pts) or,</li> <li>○ PH.D (8 pts).</li> </ul> </li> </ul> <p>A copy of proof of education must be included with the bidder's proposal.</p> <p>(2) <b>Experience managing efficacy or crop tolerance studies</b> (32 points)</p> <ul style="list-style-type: none"> <li>○ The number of years involved in managing efficacy or crop tolerance studies used in support of registration of pest control products in Canada. (2 points for each year up to 8 years)</li> </ul> <p>and,</p> <ul style="list-style-type: none"> <li>○ Demonstrated experience with: writing of efficacy and/or crop tolerance study plans/protocols,</li> </ul>		<b>24</b>	<b>40</b>

	<p>management of Principal Investigators and technicians conducting efficacy and crop tolerance trials, crop production/pest management practices.</p> <p>Points will be awarded on level of demonstrated experience (in-depth (16), average (8), poor (0)).</p>			
<b>R.2</b>	<b>Project Experience: Scientific Technical Writing and Report Review</b>			
	<p>Proposers must demonstrate <i><b>in a cover letter or resume</b></i> that every proposed employee and/or sub-contractor has the following scientific technical report writing and report review experience:</p> <p><b>Value Report Writing and Peer Review</b></p> <p>Provide evidence of Project experience in writing and/or peer reviewing (auditing report would count as peer reviewing) pesticide value reports and rationales (including efficacy and crop tolerance data summary tables) in accordance with the Pest Management Regulatory Agency (PMRA) guidelines for registration of pest control products in Canada. Examples must be within the past (7) years. The evidence should include the list of reports written or reviewed, the year the work was done, the name, phone number and email addresses of at least one reference for each report should be provided.</p> <p>(2 points for each report written or peer reviewed, up to a maximum of 30 points combined).</p> <p><i>Note: it is permitted to use the same examples as in M1 in order to meet criteria</i></p>		<b>18</b>	<b>30</b>
	<b>Total Score</b>		<b>42/70</b>	<b>70/70</b>

#### 4.0 FINANCIAL PROPOSAL

The costing that's included in the proponent's bid is for a firm all-inclusive hourly 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 proponents financial score will be determined using an aggregate of the three proposed hourly rates (original and two optional contract periods) as listed in their financial proposal.

#### 5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

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. The Bidder with the highest combined score will be considered for contract award. In the event two or more

responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.