

**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](mailto: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**

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**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>Minor Use Pesticide Program (MUPP) Field and Greenhouse Research Trials - Pest Management Centre</b>	
<b>Solicitation No. – N° de l'invitation</b> 01B68-22-0093	<b>Date of Solicitation – Date de l'invitation</b> December 19 <sup>th</sup> 2022
<b>Solicitation Closes – L'invitation prend fin</b> At – à : 14 :00 On-le : January 28th 2023.	<b>Time Zone - Fuseau Horaire</b> EST
<b>Address Enquiries to: Adresser toutes questions à :</b>	
<b>Name : Kyle Harrington</b> <b>Email : <a href="mailto:kyle.harrington@agr.gc.ca">kyle.harrington@agr.gc.ca</a></b>	
<b>Telephone No. – N° de téléphone</b> N/A	<b>FAX No. – N° de fax</b> N/A
<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.	
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<b>(type or print) - (taper or écrire en caractère d'imprimerie)</b>	
<b>Signature:</b>	
<b>Date:</b>	

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## **PART 1 – GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This document states terms and conditions that apply to bid solicitation # 01B68-22-0093 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 Trials and Use Patterns, Appendix A Annex 2 Zone Map, Appendix B Annex 1 Financial Proposal Form, Appendix C Annex 1 Efficacy/Crop Tolerance/ Screening Trial Application 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.

AAFC is requesting proposals for the conduct of field trials at various locations in North America to generate efficacy and crop tolerance data and crop samples for the laboratory analysis of pesticide residues and to screen pesticides for the control of pests and diseases for which effective control is unknown. The data generated by these trials will be used in regulatory submissions to the Pest Management Regulatory Agency (PMRA) for new minor uses of pesticides. The residue trials must be conducted in accordance with OECD Good Laboratory Practice (GLP) standards or U.S.A. Environmental Protection Agency (EPA) GLP and GLP study plans. Field trials for efficacy and crop tolerance must meet the appropriate policies and data requirements of the Pest Management Regulatory Agency (PMRA), particularly DIR2013-03, Value Assessment of Pest Control Products [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/dir2013-03/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/dir2013-03/index-eng.php) and Value Guidelines for New Plant Protection Products and Label

Amendments, [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/value-guide-valeur/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/value-guide-valeur/index-eng.php)).

The requested work covers a number of different crops, pests and pesticides in different crop growing zones across North America.

Bidders will choose which trials they wish to bid on. This will result in more than one contract being awarded. Due to the competitive nature of this RFP, potential Bidders may be successful in only a portion of the trials bid.

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 US companies to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a US 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 **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 100 points for Efficacy, Tolerance, and Screening Trials Application AND out of 100 points for Residue Trials Application), will be computed for each technically responsive Bidder using the following formula:

Actual Technical Score	x 90 =	<b>Final Score</b>
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**

85	x 90 =	<b>Final Score</b>
100		85.000 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 include a cost summary of the services requested in accordance with **Appendix “A”, Appendix “B” and Appendix “C”**.

**The Financial proposal must include costs for all trials. The Financial proposal template (Appendix B, Annex 1) must be filled in listing all trials for which a Bid has been submitted.**

The costs of shipping crop samples for residue analysis to designed laboratories shall be the responsibility of the contractor. AAFC will reimburse the contractor based on original receipts submitted to AAFC for the actual cost of shipping.

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 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:**

<b>Highest Combined Rating Technical Merit (90%) and Price (10%)</b>			
<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 = \$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.

#### **7.2.2 Supplemental General Conditions**

[4007](#) (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information, 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 31<sup>st</sup>, 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](mailto: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 Appendix "A" and in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

Contractors must use the study plans provided by AAFC. Any modification in the work plan must receive approval by AAFC's personnel responsible for the trial. Failure to follow the study plan submitted or receive approval of modification may result in the cancellation of the trial. AAFC will not pay contractors that have not followed the study plan provided.

The schedule of payment will be guided by the financial proposal (Appendix B, Annex 1), the value of each invoice must reflect the amount in the financial proposal for the items in the schedule of payment (first, second, and third invoices).

### **FOR RESIDUE TRIALS:**

**First invoice:** Cost of trial set up as per financial proposal **UP TO 25% OF TOTAL COST** upon submission of the following deliverables:

1. Tracking Form including the exact location of the trial and pictures of the trial.
2. A copy of the facility master schedule, identifying workload of the Principal Investigators involved in AAFC residue trials. Confidential information may be blacked out.
3. The critical event QA audit schedule detailing the selected phase for each trial at each test site. **For bidders awarded multiple residue trials, at least 25% of in-phase audits must be conducted at a phase other than application (e.g., harvest, sampling, shipping).**

**Second invoice:** Cost of pesticide application upon submission of the following deliverables:

1. Tracking Form with pictures of the trials show overall trial view.
2. Copies of the SOPs relevant to residue field studies. For returning contractors, only updated SOPs are required.

**Third invoice:** Cost of final report upon submission of the following deliverables:

1. Shipment of samples to analytical laboratory or processing facility as indicated in the study plan amendment.
2. Submission of the completed RDFN (hard copy and scanned electronic copy, by section) and electronic RDFN summary.
3. Submission of the signed QA audit of the RDFN and **electronic RDFN summary**, including Principal Investigator responses.
4. Other costs as described and detailed in Appendix B, Annex 1

Shipping expenses for residue samples should be submitted on a separate invoice per contract (\$ CAD) with original receipts attached.

### **FOR EFFICACY / CROP TOLERANCE AND SCREENING TRIALS:**

**First invoice:** Cost of trial set up as per financial proposal **UP TO 25% OF TOTAL COST** upon submission of the following deliverables:

1. Status report/ workplan (template will to be provided after contract is awarded) describing the trial setup including the exact location and pictures of the trial.

**Second invoice: Cost of pesticide application (s) and ratings of pest damage upon submission of the following deliverables:**

1. Results of pest ratings before and after pesticide application (s).
2. Trial Status reports submitted after pest assessments or at least on a monthly basis up to the time of invoice submission.
3. Pictures of the trials clearly showing an overall view of the trial, the pest and pest damage.

**Third invoice: Cost of final report upon submission of the following deliverables:**

1. Submission of all trial-related raw data.
2. Submission of final efficacy report.
3. Other costs as described and detailed in Appendix B, Annex 1.

**PENALTY:**

Delays in the delivery of the RDFN and/or final efficacy report and raw data must be justified and agreed by the Study Director / Project Coordinator. If justification is not provided a 10% decrease on the remaining contract balance will be applied for each month delay. It is recommended to submit a separate invoice for each terminated trial.

**TRIAL TERMINATION AND INVOICING OF TERMINATED TRIALS:**

If a trial is terminated due to events such as lack of pest pressure, crop failure, weather events, failure to follow the study plans, and/or at the request of AAFC's personnel responsible for the trial, payment will be made up to the point when the trial work stopped (not to exceed the payment schedule in this section and detailed in the financial proposal) by the basis of payment described above. **Crop destruct costs for trials conducted at co-operator locations will be considered if trials are terminated prior to completion.**

**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**

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

Invoices should be submitted in the Contractor's name and address, show the date, invoice number, contract number and description of work completed. Applicable taxes must be specified as a separate item.

Invoices must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

## 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 field trials at various locations in North America to generate efficacy and crop tolerance data and crop samples for the laboratory analysis of pesticide residues and to screen pesticides for the control of pests and diseases for which effective control is unknown. The data generated by these trials will be used in regulatory submissions to the Pest Management Regulatory Agency (PMRA) for new minor uses of pesticides. The residue trials must be conducted in accordance with OECD Good Laboratory Practice (GLP) standards or U.S.A. Environmental Protection Agency (EPA) GLP and GLP study plans. Field trials for efficacy and crop tolerance must meet the appropriate policies and data requirements of the Pest Management Regulatory Agency (PMRA), particularly (DIR2013-03, Value Assessment of Pest Control Products [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/dir2013-03/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/dir2013-03/index-eng.php) and Value Guidelines for New Plant Protection Products and Label Amendments, [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/value-guide-valeur/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/value-guide-valeur/index-eng.php)).

The requested work covers a number of different crops, pests and pesticides in different crop growing zones across North America.

### **2.0 Objective**

The objective is to conduct field trials to meet data requirements for the registration of new minor uses of pesticides. Residue trials must be conducted in accordance with GLP standards and study plans and PMRA policies and directives, raw data field notebooks (RDFN) completed and audited, and harvesting and shipping of crop samples to laboratories as specified in the study plans. Efficacy, crop tolerance to pesticides and pesticide screening trials must be conducted in accordance with PMRA policies and directives and AAFC study plans, with reports and raw data submitted electronically and in hard copy.

### **3.0 Scope of Work**

The contractor will be responsible to locate the specified crop and pest combination either on its own site or off-site, apply pesticides to the crop, make required observations and assessments and take yield measurements and crop samples for laboratory analysis. Details for the trial requirements are found in Appendix A (Annex 1 – List of Trials with Use Pattern Information). NOTE: there are separate tabs for GLP and non-GLP trials. Once a contract is awarded, AAFC will provide contractors with detailed study plans and templates for status report and/or tracking form. Any departure from the study plans or any modification must be discussed immediately with the AAFC personnel responsible for the trial. Failure to follow the study plan or making modifications to the study plan without consultation and approval by the AAFC personnel will result in cancellation of the trial at the expense of the contractor. AAFC will not pay for trials that do not follow the study plan supplied.

Please note that trials conducted in commercial greenhouse operations may be subject to research permits from the Pest Management Regulatory Agency. Please contact the Study Director or project lead prior to initiation of any work in a commercial greenhouse.

### **Residue Trials:**

- Projects must follow the study plan provided by AAFC (or USA Inter-Regional Project 4 (IR-4)) and meet the appropriate policies and data requirements of the PMRA (DIR1998-02, Residue Chemistry Guidelines).
- Contractors will record and advise the study director of all deviations to the GLP study plan.
- Contractors will provide a copy of the master schedule and monthly reports on the status and condition of the field trials.
- Contractors must communicate effectively with Study Director and GLP administration (eg. deviations from the study plan, study progress, identify critical phases, etc.).
- QA personnel must be identified in the proposal for approval by AAFC.
- Contractors must provide a Quality Assurance (QA) audit of a critical event for each residue field trial and the completed raw data field notebook (RDFN).
- A QA statement documenting the inspections is to be signed by the QA auditor responsible for the trial and submitted with the completed RDFN audit
- Contractors must submit to AAFC Project Authority, prior to trial initiation, the critical event QA audit schedule detailing the selected phase for each trial at each test site. **Contractors awarded multiple residue trials must ensure at least 25% of in-phase audits are conducted at a phase other than application (e.g., harvest, sampling, shipping).**
- Contractors must provide the Standard Operating Procedures (SOPs) to AAFC Project Authority (for returning contractors, updates to current SOPs if revisions have been made must be provided).
- A soil analysis must be conducted for each trial. For multiple trials at the same test site, one analysis is sufficient, provided the soil type is the same across the test site.
- Record and verify all experimental data accurately.
- Record information and complete RDFN, including QA audit.
- Complete electronic summary of RDFN, including QA audit.
- **Provide an electronic scan of the final RDFN, saved by section.**
- Provide GLP compliant storage and handling for field samples from residue trials.
- Arrange and ship samples to laboratories in accordance with GLP study plan.
- Ensure all trials are clearly posted and monitored in order to prevent premature harvest of the crop.
- Commit to maintaining the trial in accordance with the current commercial/agricultural practices.

- Destruction of the treated crop will be required and follow crop destruct procedures as specified in the study plan.

### **Efficacy/ Crop Tolerance and Screening Trials:**

- Contact grower representative, grower groups or provincial or federal crop / pest specialists to identify suitable sites to ensure adequate pest pressure for efficacy and screening trails
- Provide documentation of efforts made to ensure adequate pest pressure and successful trial conduct, including pertinent grower organizations and crop/pest specialists contacted.
- Complete and submit workplan (template for workplan will be provided once contract is awarded) for trial activities for approval by the project coordinator prior to initiation of trial work.
- Projects must follow the study plan and meet the appropriate policies and data requirements of the PMRA (DIR2013-03, Value Assessment of Pest Control Products [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/dir2013-03/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/dir2013-03/index-eng.php) and Value Guidelines for New Plant Protection Products and Label Amendments, [http://www.hc-sc.gc.ca/cps-spc/pubs/pest/\\_pol-guide/value-guide-valeur/index-eng.php](http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_pol-guide/value-guide-valeur/index-eng.php)).
- For screening trials, the study plan will be developed by the Project Lead with input from the Principal Investigator prior to trial initiation. The study plan will contain all information on trial personnel, methods and experimental design, test items, treatments, and reporting guidelines. If no suitable test substances are identified in collaboration with grower representative(s), Principal Investigator and Project Lead for a screening project; the Project Lead reserves the right to cancel the trial.
- Provide trial status reports (template will be provided once contract is awarded) on the status and condition of the field trials, including pest pressure, crop condition and identified problems, to be submitted following each assessment or on a monthly basis if no assessments are scheduled.
- Communicate effectively with the Project Coordinator.
- Record and verify all experimental data accurately.
- Ensure all reports accurately reflect data collected.
- Ensure all trials are clearly posted and monitored in order to prevent premature harvest of the crop. Destruction of the treated food/feed crops will be required. Follow crop destruct procedures as specified in the study plan.
- Commit to maintaining the trial in accordance with the current commercial/agricultural practices.
- Efficacy, crop tolerance and screening trials may be conducted in zones other than those indicated, provided the crop is typically grown and there is sufficient pest pressure in the proposed zone

### **4.0 Communications**

The nature of the work under this contract requires frequent communication with the project authority, project leads and study directors. Contractors should inform the project lead/study director of the anticipated trial initiation date upon contract award.

Contractors must submit a workplan for approval by the project lead or study director prior to initiation of trial work. A template for efficacy/ crop tolerance trial workplan to be provided after contract is awarded. Residue trials may use the Trial Tracking form provided by the Study Director. The updated trial tracking form should be submitted to the study director as specified trial events take place.

In the case of efficacy trials, contractors must provide reports on pest pressure (pest ratings) prior to trial initiation and before and after each pesticide application at which time project leads will assess the status of pest pressure. Termination of the trial may occur as a result of the evaluation on status of pest pressure. In the event of lack or low level of pest and failure to communicate with the project lead, payment will be made only up to the point where low levels or lack of pest pressure was determined/detected. A template for trial status reporting for efficacy/crop tolerance trials will be provided after contract is awarded. Status reports are to be submitted following each application/pest assessment or at least on a monthly basis, if no application or assessment is scheduled during the month.

Contact the Study Director immediately if any event occurs that may impact the successful completion of the trial. This may include, but not be limited to poor crop emergence/ establishment, adverse weather precluding test item application at appropriate timing or severely damaging the crop, accidental pesticide application etc.

## **5.0 Deliverables & Timelines**

### **Residue Trials:**

- Workplan/trial tracking form submitted for approval prior to project initiation.
- Copy of the master schedule. Confidential information may be blacked out.
- Signed GLP Acceptance Form for each trial.
- Submission of monthly reports/trial tracking forms on the status and condition of the field trials as critical events occur.
- Critical event QA audit schedule detailing the selected phase for each trial at each test site.
- Copies of Standard Operating Procedures (SOPs) or for returning contractors, updates to current SOPs if revisions have been made.
- Completed QA report and principal investigator response for a critical phase of each residue trial.
- Completed RDFN, delivered within 60 days of shipping samples, including a signed QA report which includes principal investigator responses to observations and findings and a statement indicating that all principal investigator responses have been implemented.
- Completed electronic data summary of RDFN (template provided by AAFC). The electronic summary is to be verified by QA, a hard copy signed by QA and the PI, and submitted (electronically and hard copy) to the Study Director.
- **Scanned pdf copy of completed RDFN, saved by section.**
- All raw data relevant to trial will be submitted.
- Samples shipped to the relevant testing facility, as specified by the Study Director in accordance with the GLP study plan. (Shipping costs will be

reimbursed by AAFC based on the actual costs incurred. This information will be included separately in the contract(s) for the successful bidders).

### **Efficacy/ Crop Tolerance and Screening Trials:**

- Workplan submitted for approval prior to project initiation. The workplan should include a general timeline of expected pest pressure and the critical stages indicating when the target pest is likely to occur and proliferate.
- Documentation, identifying the steps taken to ensure the highest probability of adequate pest pressure for efficacy trials, including pertinent grower organizations and crop/pest specialists contacted.
- Monthly reports (status report template will be provided after contract is awarded) on the status and condition of the field trials, including pest pressure, crop general condition and identified problems.
- Copy of final reports and raw data to be submitted to AAFC within 60 days of completing field work (hard copy and electronic format).

## **6.0 General Information**

### **The following will be provided by AAFC:**

#### **Residue:**

- Raw Data Field Notebooks and summary template (electronic copy);
- Study plans (study plans for IR-4 projects will be provided by the IR-4 Study Directors);
- AAFC will arrange to have the GLP test item supplied;
- Sample bags;
- A reference map for the zones is attached as Appendix A, Annex 2, but for greater certainty, including details on safe cropping areas, the zones are those identified in the Residue Chemistry Guidelines issued by the PMRA (DIR1998-02).
- Details for shipment of residue samples will be provided by amendment to the study plan, once available.

#### **Efficacy and Crop Tolerance and Screening:**

- Study plans will be provided by the AAFC project lead.
- AAFC will arrange to have the test item supplied.

### **Contractor responsibilities:**

Contractors are responsible for supplying surfactants, adjuvants or crop oil concentrates when required for the trial.

## **7.0 Contract Duration**

It is expected that the crops will be grown, treated and samples harvested between April and October 2023. RDFN's and reports/raw data are required within the time lines specified by AAFC responsible personnel. Contract end dates will be March 31, 2024, to allow for completion of all documentation, reporting and invoicing. Exceptions (e.g., trials requiring two years of field work) will be noted in the contract and dates adjusted accordingly.

## **8.0 Constraints**

The field trials will be subject to the forces of nature throughout the planting, growing and harvesting season, this includes lack of pest pressure (in the case of efficacy trials), crop failure, drought, floods, hail, severe winds, freezing, etc. In the event that it is not possible to obtain the required data and crop samples, the contractor is required to **immediately** notify the study director or the study lead at AAFC. At that time, an alternate course of action may be undertaken. However, if it is not possible to take alternate actions, a trial may have to be abandoned. In such a case, AAFC will pay for those costs and expenses incurred by the proponent up until the time it is decided to abandon the trial as per the financial proposal agreed to in the contract.

## **9.0 Trial termination**

Project leads and/or study directors have the right to terminate a trial at any stage of the trial phase. Conditions leading to the need to terminate a trial include low levels or lack of pest pressure, crop failure, weather events, grazing, etc. In addition, data requirements associated with the trial may no longer be necessary. In such a case, AAFC will pay for those costs and expenses incurred by the proponent up until the time it is decided to abandon the trial as per the financial proposal agreed to in the contract. **Crop destruct costs for trials conducted at co-operator locations will be considered if trials are terminated prior to completion.**

## **10.0 Language of Work**

The work is to be completed in one of both official languages (English and French)

## **11.0 Location of Work and Travel**

The work will take place exclusively at the contractor's location. AAFC will not beresponsible 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 TRIAL (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.**

**Other Direct Expenses – Shipping: *(this section will be deleted at contract award if not applicable)***

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$\_\_\_\_\_ ***(will be provided at time of contract award)***

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**

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix 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 (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 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.

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

**Example of Method of Selection:**

<b>Highest Combined Rating Technical Merit (90%) and Price (10%)</b>			
<b>Calculation</b>	<b>Technical</b>	<b>Price Points</b>	<b>Total Points</b>
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 90}{100} = 79.2$	$\frac{*125 \times 10}{200} = 6.0$	= 85.2
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 85.2			

- 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 3, Bid Preparation Instructions.
- 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 (Appendix 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 POINT RATED REQUIREMENTS**

- 2.1 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).

- 2.2 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.
- 2.3 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.
- 2.4 For Point Rated Requirements partial points will be awarded based upon each rated criteria.

### **Efficacy/ Crop Tolerance and Screening trials:**

Refer to Appendix C, Annex #1.

### **Residue Trials:**

Refer to Appendix C, Annex #2.

### **3.0 MANDATORY REQUIREMENTS**

- 3.1 The mandatory requirements listed in the table below will be evaluated on a simple Pass/Fail (i.e. compliant/non-compliant) basis. Proposals that fail to meet one of the mandatory requirements will be deemed non-compliant and given no further consideration.
  
- 3.2 Proposals must demonstrate compliance with all of the mandatory requirements as described below and must provide the necessary documentation to support compliance in order to be evaluated on the basis of the point-rated evaluation criteria. In any "Cross-Reference" columns, **Bidders should indicate the location (e.g. file, page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.**

## 1. Residue Trials

<p><b>M1. Provide documentation to indicate your organization’s capacity and ability to undertake this trial under the requirements of Good Laboratory Practices (GLP).</b></p> <p>Provide evidence of recognition by the Standards Council of Canada (SCC) to conduct residue studies (field phase). The following information must be attached to the proposal:</p> <ul style="list-style-type: none"> <li>• A copy of SCC recognition of GLP</li> <li>• In place of SCC recognition, proposals will be accepted from contractors operating in the U.S., if they provide details of their most recent facility inspection conducted by the EPA and the most recent independent quality assurance auditor report.</li> <li>• GLP Organization Chart</li> <li>• GLP Facility Plan</li> </ul>	<p><b>Evaluation based on GLP or US EPA certification and all associated information as listed (all mandatory)</b></p>
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## 2. Efficacy/ Crop Tolerance and Screening Trials

<p><b>M1. Field site to conduct trial secured.</b></p> <p><i>Provide evidence that a field site has been secured to conduct trials (provide exact location).</i></p> <p>If trial conducted in a grower’s field, please provide information.</p>	<p><b>Evaluation will be based on statement indicating that the bidder has a site or document/ contact info that a field has been secured.</b></p>
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### 4.0 FINANCIAL PROPOSAL

**THE COSTING THAT SHOULD BE INCLUDED IN THE BID IS FOR A FIRM, ALL INCLUSIVE PRICE COVERING ALL COSTS, INCLUDING TRAVEL, EXPECTED TO BE INCURRED IN THE COMPLETION OF THE PROPOSED WORK (IN CANADIAN DOLLARS). ALL TAXES MUST BE EXCLUDED, AS THESE WILL NOT BE USED IN THE PROPOSAL EVALUATION AND SELECTION PROCESS.**

The bidder must use the form provided in Appendix B, Annex 1 to submit their financial proposal. A summary of the financial proposal shall follow the format provided and should include each field trial where an offer is being made. Bids are expected to be made for each individual trial. It is not required to bid on the complete set of trials for a project or for all those trials in a zone for a project.

The costs of shipping crop samples for residue analysis to designated laboratories shall be the responsibility of the contractor. An estimate of shipping costs is to be provided in the financial proposal (Appendix B, Annex 1). AAFC will reimburse the contractor

based on original receipts submitted to AAFC for the actual cost of shipping. This information will be included in the contract(s) for the successful bidder.