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

Agriculture and Agri-Food Canada / Agriculture et

Agroalimentaire Canada

Address: 1305 Baseline Road, Ottawa ON

**Attn: Kyle Harrington** 

Email: kyle.harrington@agr.gc.ca

# **REQUEST FOR PROPOSAL/ DEMANDE DE PROPOSITION**

#### Proposal To: Agriculture and Agri-Food Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and

#### Proposition à : Agriculture et Agroalimentaire Canada

on any attached sheets at the price(s) set out therefore.

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

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

Title/Titre:		
PRAIRIE FARM INPUT PRICE SURVEY		
Solicitation No. – Nº de l'invitation	Date of Solicitation – Date de l'invitation	
01B68-22-0099	January 26 <sup>th</sup> 2023	
Solicitation Closes – L'invitation	Time Zone - Fuseau Horaire	
prend fin		
At - a : 14 : 00 <b>EDT</b>		
On-le: March 7th 2023		
Address Enquiries to: Adresser toutes questions à :		

Name: Kyle Harrington

Email: kyle.harrington@agr.gc.ca

FAX No. - No de fax Telephone No. – Nº de téléphone

Destination- of Goods, Services, and Construction: **Destination-des biens, services et construction:** 

#### **Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

#### **Instructions:**

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée

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

Name and title of person authorized to sign on behalf of Vendor/firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur

(type or print) - (taper or écrire en caractère d'imprimerie)

Signature: Date:



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# **PART 1 – GENERAL INFORMATION**

#### 1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 01B68-22-0099 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, 2026 with two option years at the discretion of AAFC.
- 1.2.2 AAFC requires the data to support economic analysis of key farm inputs. The data is critical for conducting annual forecasts of farm income and programs and for regular departmental updates of commodity prices. There is an ongoing need to monitor the level of farm input prices amongst farmers, governments, and others that are involved in agriculture, as well as interest in comparing the prices of farm inputs with those in neighbouring U.S. states. Compared to previous years, this set of contracts will place more emphasis on collecting data in Canada compared to the U.S., as there has been more relative demand in recent years to understand the input price situation in Canada.

The data contribute to understanding of international competitiveness in input costs, the impact of mergers within the pesticide, seed, biotechnology and fertilizer distribution industries; structural changes in alliances between farmers and input suppliers and distributors. AAFC has formally supported the collection of these input price data on a regional basis in response to a recommendation by the Senate Standing Committee on Agriculture and Forestry. There is a need for long term collection of these data to support this type of economic analysis.

The data from these surveys are required by AAFC to understand the current cost environment of some key inputs (i.e. fertilizer, fuel, pesticides and seeds), how they have evolved over time, and how they compare between Canada and U.S. border regions. This allows AAFC to 1) understand the relative cost environment facing Canadian producers; 2) assess the effects of farm policies and industrial policies in both countries; and 3) assess structural changes taking place in the farm sector and inputs sector. These data are used by various internal and external partners, and there is no other public source of such information for the purposes of monitoring regional agriculture input markets.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (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
- 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# **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 <a href="Buy and Sell">Buy and Sell</a> 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.

# 2.8 Basis for Canada's Ownership of Intellectual Property

Agriculture and Agri-Food Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: •the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;

# **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 <a href="Policy on Green Procurement">Policy on Green Procurement</a> (https://www.tbs-sct.gc.ca/pol/doceng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 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 100 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score		Final Score
	x 70 =	
Maximum Score Attainable		70% of Bidders Calculated Score

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

85	x 70 =	Final Score
100	X 70 =	59.500 out of 70

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

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

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

### 4.3 Financial Evaluation

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

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

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.

Maximum Budget: The firm all-inclusive cost of the resulting contract must not exceed \$200,000.00 CAD. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

#### 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 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 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 70% for the technical merit and 30% 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 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$125.00.

# **Example of Method of Selection:**

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	88 x 70 = 61.6	*125 x 30 = 18.75	= 80.35

Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 70}{100} = 57.4$	125 x 30 = 28.846 130	= 86.246
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 70}{100} = 53.2$	125 x 30 = 30 125	= 83.2

<sup>\*</sup> Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 86.246

# 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 <u>Forms for the Integrity Regime</u> website (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a> ), 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)		

the following place of business (complete addr	ess) iii) telephone and fax number and e	mail:
i)		
ii)		
iii)		
Name	•	
Signature	Date	
5.2.2 Education/Experience Certification		
We certify that all statements made with regard proposed for completing the subject Work are Minister reserves the right to verify any infestatements may result in the proposal being de Minister may consider appropriate.	e accurate and factual, and we are awa ormation provided in this regard and t	are that the that untrue
Name	-	
Signature	Date	

Any resulting Contract may be executed under the following i) corporate full legal name and ii) at

# 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:
<ul> <li>valid in all aspects, including price, fo the closing date of this RFP; and,</li> </ul>	r not less than one hundred and twenty (120) days fron
• signed by an authorized representative	ve of the Bidder in the space provided on the RFP; and,
<ul> <li>provide the name and telephone no clarification or other matters relating to</li> </ul>	umber of a representative who may be contacted fo o the Bidder's proposal.
Name	
Signature	 Date
5.2.5 Availability And Status Of Person	onnel
from this RFP, the employees proposed in	horized to provide services under any contract resulting its proposal will be available to commence performance contract award, or within the time specified herein.
the Bidder, the Bidder hereby certifies that	fulfilment of this requirement who is not an employee of it has written permission from such person to propose the work to be performed in fulfilment of this requirement e Contracting Authority.
provide a copy of such written permission	er MUST upon the request of the Contracting Authority a, in relation to any or all non-employees proposed. The such a request may lead to disqualification of the Bidder's
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 <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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

	(b) Composition (names and addresses of	f all members of the joint venture)
3.	Definition of joint venture	
knowle and the	dge, skills, time or other resources in a joint	e parties who combine their money, property, business enterprise agreeing to share the profits ontrol over the enterprise. Joint ventures may be tree categories:
(a)	The incorporated joint venture;	
(b)	The partnership venture;	
(c) of a sin	The contractual joint venture where the pagle business enterprise without actual partr	rties combine their resources in the furtherance nership or corporate designation.
4. arrange	The joint venture team arrangement is to ements, such as:	be distinguished from other types of Contractor
	•	the purchasing agency contracts directly with a embler and integrator, with major components, ed;
		le, the purchasing agency contracts directly with rms the integration tasks or awards a separate
5. venture	If the Contract is awarded to an unincore shall be jointly and severally responsible for	porated joint venture, all members of the joint or the performance of the Contract.
Name		
Signatu	ure	Date

\_\_\_ Other

# **5.2.8 INTEGRITY PROVISIONS**

- 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 <u>Ineligibility</u> and <u>Suspension Policy</u>.
- 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 <u>Declaration form for procurement</u>.
- 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;
  - 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 <a href="Declaration form for procurement">Declaration form for procurement</a>.
- 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:		
PSPC as part of the v Moreover, I am awar	(Suppliers name) understand that any information I submit in order my eligibility to receive a contract may be shared and used by AAF alidation process, and the results of verification may be publicly dissert that any erroneous or missing information could result in the cancel etermination of ineligibility/suspension.	C and /or eminated.
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 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) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

<u>4007</u> (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 31st, 2026; and
  - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

## b. Termination on Thirty Days Notice

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

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

#### 7.5 AUTHORITIES

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kyle Harrington

Title: Senior Contracting Officer

Organization: Professional Services Contracting Unit,

Agriculture and Agri-Food Canada

Address: 1305 Baseline Road, Ottawa ON K1A 0C5

E-mail address: kyle.harrington@agr.gc.ca

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

# 7.5.2 Project Authority

[To be provided at time of Contract award]

The Project Authority for the Contract is:

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

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

# 7.5.3 Contractor's Representative

[To be provided at time of Contract award]

Name : [	]
Title : [	]
Organization : [	]
Address : [	
Telephone : [	1
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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> 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 **\$200,000.00** Customs duties are included and Applicable Taxes are extra.

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

# 7.7.2 Canada's Total Liability

- A. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 1. when it is 75 percent committed, or
  - 2. four (4) months before the Contract expiry date, or
  - 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

# 7.7.3 Method of Payment

#### **Milestone Payments**

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

PAYMENT	DESCRIPTION	DEADLINE	% VALUE OF MILESTONE
Voor 1 Doliverables 1.9.2	2023 Spring Survey - Report and data sheet	June 24, 2023	10%
Year 1 - Deliverables 1 & 2	2023 Fall Survey - Report and data sheet	November 30, 2023	10%
Year 2 - Deliverables 3 & 4	2024 Spring Survey - Report and data sheet	June 24, 2024	10%
Teal 2 - Deliverables 3 & 4	2024 Fall Survey - Report and data sheet	November 30, 2024	10%

	2025 Spring Survey - Report and data sheet	June 24, 2025	10%
Year 3 - Deliverables 5 & 6	2025 Fall Survey - Report and data sheet	November 30, 2025	10%
Option Year 1 - Deliverables 7 &	2026 Spring Survey - Report and data sheet	June 24, 2026	10%
8	2026 Fall Survey - Report and data sheet	November 30, 2026	10%
Option Year 2 - Deliverables 9 &	2027 Spring Survey - Report and data sheet	June 24, 2027	10%
10	2027 Fall Survey - Report and data sheet	November 30, 2027	10%

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

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

### 7.7.4 Electronic Payment of Invoices – Contract

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

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

### 7.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. 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;
- (ii) The Contractor name and address;

- (iii) The Destination (name and address of the client department);
- (iv) Contract serial number; 01B68-22-0099
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work;
- (viii) The total dollar amount of the invoice is based;
- (ix) 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.

#### 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

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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 (2022-12-01), General Conditions Higher 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 Foreign Nationals (the applicable clause will be inserted at the time of contract award)

SACC Manual clause <u>A2000C</u> (\_\_\_-\_\_\_) Foreign Nationals (Foreign Contractor) SACC Manual clause <u>A2001C</u> (\_\_-\_\_\_) 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".

# ANNEX "A" STATEMENT OF WORK

#### 1. Introduction

The purpose of the contract is to collect prices of farm inputs such as fuels, fertilizers, pesticides and commercial seed in Manitoba, Saskatchewan and bordering U.S. states. The survey will be conducted twice per year, to help understand input price variability during the growing season in regions of Canada in order to support analysis AAFC undertakes to understand and forecast changes in farm operating expenses, and the broader farm income situation, as well as how prices compare with the U.S.. This price information is also used by various internal and external partners to understand farm input markets and prices. These data are not otherwise available for these regions.

# 2. Background

Agriculture and Agri-Food Canada requires data on current farm input prices, as there is an ongoing interest in monitoring input price levels to support ongoing analysis of how changing farm input prices impact farm operating expenses and the farm income situation more broadly, as well as comparing them with neighboring U.S. states. AAFC has formally supported the collection of these input price data on a regional basis in response to a recommendation by the Senate Standing Committee on Agriculture and Forestry, as there is a need for long term collection of these data to support the analysis of farm input markets and prices.

The previous contract was awarded through a competitive bid to Serecon Inc., Edmonton, AB. The previous contract covered two surveys per year between July 2018 through to the end of the final option year, March 31, 2023. This request for proposals is for the coming 5-year period from 2023-2028 and will follow in large part the same objectives and methodology of the previous contracts.

# 3. Objectives

The data from these surveys are required by AAFC to understand the current cost environment of some key inputs (i.e. fertilizer, fuel, pesticides and seeds), how they have evolved over time, and how they compare between Canada and U.S. border regions. This allows AAFC to: 1) understand the relative cost environment facing Canadian producers; 2) assess the effects of farm policies and industrial policies in both countries; and 3) assess structural changes taking place in the farm sector and inputs sector. These data are used by various internal and external partners, and there is no other public source of such information for the purposes of monitoring regional agriculture input markets.

# 4. Scope of Work

- 4.1 Once the contract has been awarded, the contractor will meet the Project Authority to discuss the work plan.
- 4.2 Each May and October of the period of the contract, the contractor will conduct a survey for a minimum of 20 representative farm supply dealers in EACH of Manitoba and Saskatchewan. The contractor will also survey farm input suppliers in the US, providing a total of 10 representative farm supply dealers across the following US regions: northern North Dakota, north-western Minnesota, and northern Montana. The contractor will attempt to provide an even distribution of responses for the US regions, however the specific distribution can be discussed with the project authority prior to the first survey.
- 4.3 The contractor will collect the data from each farm supply dealer surveyed and must report the retail price quotations for each particular farm input. The inputs are: pesticides, fertilizers, fuels and biotechnology (or genetically modified-GMO) seeds, and traditional seeds, as listed in Appendix D. The data would be collected once during spring seeding and once during the fall application season.
- 4.4 The contractor will report on the average price, the minimum and the maximum prices for all inputs in each region. In addition, the contractor will provide all survey data collected to AAFC. All data must be provided in a consistent MS Excel file format. AAFC will provide an excel template that the contractor will fill out based on the data they collect in the course of the survey.
- 4.5 The report will include the U.S. prices, Canadian prices, and the U.S. survey prices converted to Canadian dollars, and must include the dollar exchange rate used. In addition, the report will identify each price in product/farm input equivalent units, accounting for product reporting differences between Canada and the U.S., for example, liters versus U.S. gallons.
- 4.6 The contractor will also include a written summary with a general overview of the results, which will be provided to AAFC in a MS Word file format. While a detailed summary of all the results is not required, the contractor will need to identify any significant outliers or inputs where there is significant variability in prices, the time period over which the survey was done, indicate the number of respondents surveyed per region, identify any products for which the response rate was very low or were not available, and identify any data collection challenges that emerged during the survey.
- 4.7 The contractor will liaise regularly with the Project Authority throughout the course of the project. In particular during the conducting of the field work, the Contractor will report any problems encountered or anticipated, with proposed solutions, and possible impacts on schedule and work plan. The contractor will also be responsible for providing a high level schedule of the work, as outlined in the timing and deliverables section, prior to each survey. Follow-up meetings to discuss the results after the completion of each survey may be held as needed at the request of the Project Authority.

# 5. Deliverables and Schedule

Deliverables	oles Description		Deadline
Year 1 - Deliverables	2023 Spring Survey - Report and data sheet	English	May 24, 2023
1 & 2	2023 Fall Survey - Report and data sheet	English	October 31, 2023
Year 2 - Deliverables	2024 Spring Survey - Report and data sheet	English	May 24, 2024
3 & 4	2024 Fall Survey - Report and data sheet	English	October 31, 2024
Year 3 - Deliverables	2025 Spring Survey - Report and data sheet	English	May 24, 2025
5 & 6	2025 Fall Survey - Report and data sheet	English	October 31, 2025
Option Year 1 -	2026 Spring Survey - Report and data sheet	English	May 24, 2026
Deliverable 7 & 8	2026 Fall Survey - Report and data sheet	English	October 31, 2026
Option Year 2 -	2027 Spring Survey - Report and data sheet	English	May 24, 2027
Deliverables 9 & 10	2027 Fall Survey - Report and data sheet	English	October 31, 2027

# Source of Acceptance

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

- The deliverables, as detailed above, are completed;
- the deliverables provide accurate and meaningful information; and
- the project follows and is completed according to the timeframe outlined in the deadline section.
- Agriculture and Agri-Food Canada will be provided a written summary or overview in MS Word and the collected survey data for each survey occasion: spring seeding and the fall application season. All data must be provided in a consistent MS Excel file format that displays the average survey price for each farm input in each region, the maximum and minimum range. In addition, it will also include the number of price quotations or observations\*\* for each of the products listed in Appendix D\*\*\*.
  - \*\*An observation is a price quote for a particular item in a particular location.

    \*\*\*AAFC reserves the right to adjust the product list collected in Appendix F during the course of the contract, which could include the addition of up to a maximum of 20 additional products.
- 5.2 The first survey will be determined at the signing of the Contract by the Project Authority. Each report is to be completed and delivered to AAFC within 2 weeks of completing data collection. Exact dates each year will depend on the timing or progress of the crop growing season.
- 5.2.1 The report of the spring seeding survey is tentatively scheduled to be delivered between May 10 and May 24 of each year. The report must be delivered no later than May 24 of each year throughout the duration of the contract, unless otherwise agreed to by the contractor and project authority. The contractor will provide a draft schedule for the survey and completion of the report, subject to the above requirements. This must be provided at least two weeks prior to starting the survey, and no later than April 21st. The project authority will review and provide comments within one week. At the same time, the project authority will also provide a copy of the MS excel reporting template to the contractor, highlighting any changes from the previous version. Once the report and data have been submitted a conference call may be held at the request of the project authority to discuss the results if needed.
- 5.2.2 The report of the fall application survey is tentatively scheduled to be delivered between October 17 and October 31 of each year. The report must be delivered no later than October 31 of each year throughout the duration of the contract, unless otherwise agreed to by the contractor and project authority. The contractor will provide a draft schedule for the survey and completion of the report, subject to the above requirements. This must be provided at least two weeks prior to starting the survey, and no later than September 21<sup>st</sup>. The project authority will review and provide comments within one week. At the same time, the project authority will also provide a copy of the MS excel reporting template to the contractor, highlighting any changes from the previous version. Once the report and data have been submitted a conference call may be held at the request of the project authority to discuss the results if needed.

5.2.3 The reports will be sent electronically using MS Excel and MS Word.

# 6. Language of Work

The draft and final reports and the presentation must be delivered in English.

# 7. Location of Work and Travel

There will be no travel involved for this project or any related expenses. The Contractor is expected to conduct this work from their chosen workspace/location and using their own resources.

# 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 for work performed under the Contract.

For the Work described in Annex A, Statement of Work, the Contractor will be paid a Firm all-inclusive price per Milestone.

# **Milestone Payments:**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.

#### **CONTRACT VALUE**

The contract has a maximum value of **\$200,000.00** (HST extra), inclusive of any amendments and extensions.

AAFC is estimating the following allocation of funds. However, this is an initial estimation of usage, for evaluation purposes only, and will not necessarily reflect actual amounts spent by fiscal year.

Funds will be re-profiled as required.

Period of the Contract	Dates	Limitation of Expenditure
Initial Period	Contract award to March 31, 2026	\$120,000.00
Option 1	April 1, 2026 to March 31, 2027	\$40,000.00
Option 2	April 1, 2027 to March 31, 2028	\$40,000.00
	Professional Services subtotal	\$200,000.00
	HST calculated on the Professional Services	\$26,000.00
	Total including Taxes	\$226,000.00

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.

Bidder shall provide cost detail for each specific deliverable set out in this RFP including the following components where applicable:

PAYMENT	DESCRIPTION DEADLINE		% VALUE OF MILESTONE
Year 1 - Deliverables 1 & 2	2023 Spring Survey - Report and data sheet	June 24, 2023	10%
Teal 1 - Deliverables 1 & 2	2023 Fall Survey - Report and data sheet	November 30, 2023	10%
	2024 Spring Survey - Report and data sheet	June 24, 2024	10%
Year 2 - Deliverables 3 & 4	2024 Fall Survey - Report and data sheet	November 30, 2024	10%
	2025 Spring Survey - Report and data sheet	June 24, 2025	10%
Year 3 - Deliverables 5 & 6	2025 Fall Survey - Report and data sheet	November 30, 2025	10%
Option Year 1 - Deliverables	2026 Spring Survey - Report and data sheet	June 24, 2026	10%
7 & 8	2026 Fall Survey - Report and data sheet	November 30, 2026	10%
Option Year 2 - Deliverables	2027 Spring Survey - Report and data sheet	June 24, 2027	10%
9 & 10	2027 Fall Survey - Report and data sheet	November 30, 2027	10%

# **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/noncompliant 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:

Technical Proposal = 70%

Financial Proposal = 30%

Overall Proposal = 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 (70%) 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 (70%) and the **Financial Proposal** rated requirements (30%) will be selected as the successful Proposal.

# **Example of Method of Selection:**

Highest Combined Rating Technical Merit (70%) and Price (30%)  Calculation Technical Points Price Points Total Points						
Proposal 1 - Tech = 88/100 - Price = \$200.00	88 x 70 100 = 61.6	*125 x 30 = 18.75 200	= 80.35			
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 70}{100} = 57.4$	125 x 30 = 28.846 130	= 86.246			
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 70}{100} = 53.2$	125 x 30 = 30 125	= 83.2			

<sup>\*</sup> Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 86.246

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) <u>excluded</u>, FOB destination for goods/services, Customs Duties and Excise Taxes <u>included</u>.
- 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 Bid Preparation Instructions in Part 3.
- 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 <u>highest technical score</u> 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 Annex "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.

### 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

Mandatory Evaluation Criteria			Not Met
MR1	The Bidder MUST provide a curricula vitae (CV) for all personnel, including subcontractors being proposed for the execution of this project.		
	The curricula vitae should clearly indicate the qualifications and experience of the person(s) in question.		
	The references <u>must</u> include: - the name of the organization for which the work was done, - the name of the individual who was the project authority or equivalent, their phone number, fax number and e-mail address.		
MR2	The Bidder MUST have previous experience in conducting surveys.		
MR3	The Bidder <u>MUST</u> , without unduly repeating or paraphrasing the contents of this Request For Proposal, demonstrate that their firm understands the requirements of the statement of work, including the size, scope and nature of the services to be delivered.		
ALL MAI	NDATORY EVALUATION CRITERIA	ALL	MET

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,** 

#### **Point-Rated Evaluation Criteria**

- Proposals meeting all Mandatory Evaluation Criteria will be further evaluated against the following Point-Rated Evaluation Criteria, using the evaluation factors and weighting indicators specified below.
- Bidders must meet a minimum pass mark of 70% on the entire Point-Rated Evaluation Criteria. Each Bidder that does not meet the minimum required scores will be deemed non-compliant and will not proceed in the evaluation process. Each Bidder will be evaluated separately against the Point-Rated criteria.
- Any additional information provided by Bidders will not be evaluated.
- The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. 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 following table to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

Criteria	RATED REQUIREMENTS	Page No.	Max Points
R1	The Bidder <u>should</u> identify how dealers will be selected and approached in each region.  RATING SCALE:  15 - Excellent – Meets requirement with <u>numerous</u> strengths in key areas 12 - Very Good – Meets requirement with <u>some</u> strengths in key areas 10.5 - Good – Meets <u>most</u> of the requirement with <u>some</u> strengths in key areas 9 - Moderate – Meets <u>some</u> of the requirement with <u>some</u> clear strengths 6 - Weak – Meets <u>little</u> of the requirement with <u>some</u> clear strengths 3 - Poor – Meets little to none of the requirement with few or no clear		15
R2	The Bidder should describe and demonstrate how the surveys will be managed.  This includes a description of the tools and methods to be used for project control and risk management.  The Bidder should provide a chart(s) of the project tasks and activities.  RATING SCALE:  50 - Excellent – Meets requirement with numerous strengths in key areas 40 - Very Good – Meets requirement with some strengths in key areas 35 - Good – Meets most of the requirement with some strengths in key areas 30 - Moderate – Meets some of the requirement with some clear strengths 20 - Weak – Meets little of the requirement with some clear strengths 10 - Poor – Meets little to none of the requirement with few or no clear strengths		50
R3	The Bidder should provide a complete example of the input survey data report.  (i.e. Tables on the average and the min-max price ranges for all areas surveyed in \$CDN and in \$US.)  RATING SCALE:  15 - Excellent – Meets requirement with numerous strengths in key areas  12 - Very Good – Meets requirement with some strengths in key areas  10.5 - Good – Meets most of the requirement with some strengths in key areas  9 - Moderate – Meets some of the requirement with some clear strengths  6 - Weak – Meets little of the requirement with some clear strengths  3 - Poor – Meets little to none of the requirement with few or no clear strengths		15

R4	The Bidder should provide a clear outline of previous surveys that the proposer has conducted. These should included but are not limited to thew following:  - Background information; - Objectives; - Client and contact information; and - Role of proposed team members in these previous surveys.  The Bidder should also indicate: - The number of responses collected; - The length of the survey; and - The type of information collected in each survey.  RATING SCALE: 20 - Excellent – Meets requirement with numerous strengths in key areas 16 - Very Good – Meets requirement with some strengths in key areas 14 - Good – Meets most of the requirement with some strengths in key areas 12 - Moderate – Meets some of the requirement with some clear strengths 8 - Weak – Meets little of the requirement with few or no clear strengths	20
	TOTAL POINTS – RATED REQUIREMENTS	100

# **APPENDIX D**

# **SURVEY ITEMS**

Fertilizers:	Unit
Ammonium Nitrate 34%	Tonne
Ammonium Sulphate (A.Sulph)	Tonne
Anhydrous Ammonia 82-0-0 (NH3)	Tonne
Monoammonium phosphate (11-52-0)	Tonne
Muriate of Potash 60%	Tonne
Nitrogen Solution (UAN) 28% (N Sol)	Tonne
Urea 46%	Tonne
Pesticides:	
2,4-D Amine 600 (564 g/l EC)	10 Litre
2,4-DLV Ester (600g/L EC)	10 Litre
Accent 75 DF (75 DF)	133.6 Grams
Assert 300 - SC	10.8 Litre
Assure II	Case
Atrazine 480 (480 g/I SU)	10 Litre
Attain XC	Case
Axial TBC/Broadband	10.5 Litre
Banvell II 480 (480 g/I SN) Dicamba	10 Litre
Basagran (480 g/I SN)	9 Litre
Bravo (500 g/I SC)	10 Litre
Buctril M	8 Litre
Curtail M	8 Litre
Dual II Magnum (915 g/I EC)	12 Litres
Edge Granular	25 KG
Ethrel (240 g/l LI)	Litre
Everest 2.0	1.937 Litre
Horizon NG	7.57 Litre
Malathion 500 EC (500 g/I EC)	10 Litre
Malathion 85 E	10 Litre
Matador 120EC (120 g/L EC)	3.78 Litre
MCPA Amine 500 (500 g/I SN)	10 Litre
Odyssey DLX	692 Grams
Oracle Dicamba Agricultural Herbicide	Case
Pardner (280 g/I EC)	8 Litre
Poast Ultra	7.7 Litre
Puma Advance	8.25 Litre

Pursuit (240 g/I SN)	3.3 Litre
QUADRIS Flowable Fungicide	3.78 Litre
Refine SG	486 Grams
Reflex Liquid Herbicide	10 Litre
Regione (240 g/I SN)	10 Litre
Roundup Weathermax (540 g/I SN)	10 Litre
Roundup Weathermax with Transorb 2 Technology	10 Litre
Select (240 g/L EC)	3 Litre
Sencor 75 DF (75% WG)	2.5 KG
Sevin XLR+ (480,g/I LI)	10 Litre
Simplicity	8 Litre
Treflan EC (480 g/I EC)	9.45 Litre
Fuel:	
Diesel Fuel	Litre
Regular Unleaded Gasoline	Litre
Propane (farm dryer)	Litre
Seeds:	
Barley Seed, Certified No. 1 (bulk)	Tonne
Canola Seed - Liberty Linked Varieties	22.5 KG
Canola Seed - Roundup Ready	22.5 KG
Canola Seed - Smart Varieties (Clearfield)	22.5 KG
Corn Seed - Conventional Varieties	80,000 kwt
Corn Seed - Roundup Ready Varieties	80,000 kwt
Wheat Seed, Certified No. 1 (bulk)	Tonne