

### **RETURN BIDS TO:**

Agriculture and Agri-Food Canada

Address: 300 - 2010 12th Avenue, Regina SK S4P 0M3

Attention: Zack Flamont, Procurement Officer

Email: zack.flamont@agr.gc.ca

## **REQUEST FOR PROPOSAL**

## 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.

Comn	nents
------	-------

## **Vendor/Firm Name and Address:**

## **Issuing Office**

Agriculture and Agri-Food Canada Western Service Centre 300 - 2010 12th Avenue Regina, Saskatchewan S4P 0M3

Title: AAFC – Lethbridge Research and I 5403 1st Avenue South, Lethbridge Irrigation Infrastructure – Main Site, Plan	. Alberta T1J 4B1			
Solicitation Number	Date of solicitation:			
01R11-25-061	2024-06-20			
Solicitation Closes:	Time Zone:			
At: 11:00 am	CST			
On: 2024-07-30				
Address Enquiries to:				
Zack Flamont, Procurement Officer				
Name: Zack Flamont				
Email: zack.flamont@agr.gc.c	а			
Telephone Number: 639-560-3462	FAX Number:			
Destination of Goods, Services and Agriculture and Agri-Food Canada Lethbridge Research and Developn				
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.				
Delivery required:	Delivery offered:			
Vendor/Firm Name and Address:				
Name and title of person authorized (type or print)	I to sign on behalf of vendor/firm			
Signature				
Date				



# **TABLE OF CONTENTS**

PART 1 - GENERAL INFORMATION	3
1.1Introduction	3
1.2SUMMARY	
1.3Debriefings	
PART 2 - BIDDER INSTRUCTIONS	
2.1STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2SUBMISSION OF BIDS	
2.4 ENQUIRIES - BID SOLICITATION	
2.5APPLICABLE LAWS	8
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.7 BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1Evaluation Procedures	
4.2Basis of Selection	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID	
5.2CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	
6.1Security Requirements	13
PART 7 - RESULTING CONTRACT CLAUSES	13
7.1STATEMENT OF WORK	
7.2STANDARD CLAUSES AND CONDITIONS	
7.3Security Requirements	
7.5AUTHORITIES	
7.6PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7PAYMENT	
7.8Invoicing Instructions	
7.10 APPLICABLE LAWS	
7.11 PRIORITY OF DOCUMENTS	
7.12 INSURANCE	
7.13 DISPUTE RESOLUTION	
ANNEX "A" STATEMENT OF WORK	
ANNEX "B" BASIS OF PAYMENT	
ANNEX "C" PRICING SCHEDULE	
ANNEX "D" TO PART 3 OF THE BID SOLICITATION	22

ELECTRONIC PAYMENT INSTRUMENTS	22
APPENDIX 1 TO PART 4 - POINT RATED TECHNICAL CRITERIA1 TO PART 4 - POINT RATED TECHNICAL CRITERIA	23

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

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, 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:
- 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, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Electronic Payment Instruments, and any other annexes.

## 1.2 Summary

- 1.2.1 The objectives of this study are to undertake a condition assessment of the irrigation infrastructure at the Lethbridge Research and Development Centre (LRDC) to:
  - a) provide a consistent measure of the condition of works across the site;
  - b) develop a master plan that will define infrastructure improvements and a replacement schedule based on priorities over a ten (10) year period
  - c) develop costing for the master plan.

### 1.2.2 Canada Post Corporation's Connect service

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

## 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) 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, and are amended as follows:

a) Section 05, Submission of Bids, subsection 5.2:

**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;

b) Section 05, Submission of Bids, subsection 5.4:

**DELETE**: 60 days **INSERT**: 120 days

c) Section 06, Late Bids and Section 07, Delayed Bids:

**DELETE**: "PWGSC" **INSERT**: "AAFC"

d) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

**DELETE:** Subsection 1 and 2 in its entirety.

INSERT: 08 (2022-03-29) Canada Post Corporation's (CPC) Connect service

- 1. Canada Post Corporation's Connect service
  - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the Connect service provided by Canada Post Corporation.

The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is:

aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

- b. To submit a bid using CPC Connect service, the Bidder must either:
  - i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the

message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the CPC Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the CPC Connect service.
- h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- e) Section 20, Further Information:

**DELETE:** Subsection 0 in its entirety.

## **Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

1. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

2. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

### **Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

### 2.2 Submission of Bids

Bids must be submitted using Canada Post Corporation's (CPC) Connect service to the email address specified below by the date, time and place indicated in the bid solicitation:

## aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Section 2.1 of this solicitation, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Alternate arrangements for bid receipt can by made by contacting the Contracting Authority identified on page 1 of the bid solicitation.

### 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 <u>Financial Administration</u> <u>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 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 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 Alberta.

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 five (5) 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

Canada requests that the Bidder submits its bid in separately named sections as follows:

Section I: Technical Bid (1 pdf attachment) Section II: Financial Bid (1 pdf attachment) Section III: Certifications (1 pdf attachment)

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

Canada is committed to achieving <u>net zero greenhouse gas (GHG) emissions by 2050</u> in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - o the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - o the Carbon Disclosure Project;
  - o the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

### 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

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex "C".

### 3.1.2 Electronic Payment of Invoices – Bid

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

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

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

## 3.1.3 Exchange Rate Fluctuation

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

#### 3.1.4 SACC Manual Clauses

#### 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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Point Rated Technical Criteria

Refer to Appendix 1 to Part 4

#### 4.1.2 Financial Evaluation

### 4.1.2.1 Mandatory Financial Criteria

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

### 4.2 Basis of Selection

- 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 total points.
- 2. Bids not meeting (a) or (b) and (d) 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 80 % for the technical merit and 20 % 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 80 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
- 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 80/20 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		80/100	90/100	75/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical	80/100 x 80= 64	90/100 x 80= 72	75/100 x 70= 60
Calculations	Merit Score			
	Price Score	45/55 x 20 = 16.4	45/50 x 20 = 18	45/45 x 20 = 20
Combined Rating		80.4	90	80
Overall Rating		2 <sup>nd</sup>	1 <sup>st</sup>	3 <sup>rd</sup>

## 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 (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 Integrity Provisions – Required Documentation

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

### Refer to new forms: Forms for supplier integrity compliance - Canada.ca

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada</a> (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 6.1 Security Requirements

There is no security requirement applicable to the Contract.

#### 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 <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.

#### 7.2.1 General Conditions

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

### 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

## 7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to December 13, 2024 inclusive.

#### 7.5 Authorities

## 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Zack Flamont
Procurement Officer
Agriculture and Agri-Food Canada
Western Service Centre
300 – 2010 12<sup>th</sup> Avenue
Regina, SK S4P 0M3

Telephone: 639-560-3462

E-mail address: <a href="mailto:zack.flamont@agr.gc.ca">zack.flamont@agr.gc.ca</a>

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

Details will be provided in any resulting contract The Project Authority for the Contract is: Name: \_\_\_\_\_ Title: \_\_ Organization: Address: Telephone: \_\_\_\_-\_\_ Facsimile: \_\_\_--\_\_-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 (Please complete) Name: Title: Address: Telephone: E-mail: 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** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 7.7.2 Terms of Payment SACC Manual clause H1001C (2008-05-12) Multiple Payments

### 7.7.3 Electronic Payment of Invoices – Contract

To be updated at Contract award

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

1111-23-001

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 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.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to AAFC Project Authority identified under the section entitled "Authorities" of the Contract.
  - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 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 \_\_\_\_\_ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

### 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), Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's proposal dated \_\_\_\_\_\_, (insert date of bid).

## 7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

## 7.13 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

### ANNEX "A" STATEMENT OF WORK

#### 1. TITLE

AAFC – Lethbridge Research and Development Centre 5403 1st Avenue South, Lethbridge, Alberta T1J 4B1

Irrigation Infrastructure – Main Site, Condition Assessment and Master Plan

### 2. OBJECTIVE

The objectives of this study are to undertake a condition assessment of the irrigation infrastructure at the Lethbridge Research and Development Centre (LRDC) to:

- a) provide a consistent measure of the condition of works across the site;
- b) develop a master plan that will define infrastructure improvements and a replacement schedule based on priorities over a ten (10) year period
- c) develop costing for the master plan.

#### 3. BACKGROUND

Lethbridge Research and Development Centre was established in 1906 in the City of Lethbridge, Alberta. The LRDC improves the long-term competitiveness of the Canadian agri-food sector through the development and transfer of innovative technologies leading to new opportunities, practices and future prospects for Canadians working along the agri-food value chain. Twenty-one diverse research programs at the Lethbridge RDC rely on and are impacted by irrigation systems.

Lethbridge RDC has (approximately) 621acres of irrigated land delivered by various irrigation methods; pivot, linear, wheel-move, and hand pipe. The breakdown of irrigated areas is: Hand pipe: 31.25 acres, Linear: 391 ac, Pivot: 134 ac and Wheel Move: 65 acres

These irrigation systems are reaching the end of their service life and require upgrading for the purposes of meeting water infrastructure, occupational health and safety, and science branch objectives. The current irrigation systems are in varying stages of decay and require replacement of both above-ground and underground infrastructure components in order to meet the demands of modern farming technologies and practices.

Due to age of the infrastructure AAFC experiences highly variable water volume output that is outside of acceptable levels. Additionally due to the vintage of some irrigation infrastructure it cannot meet modern crop demands. Some of the known issues include:

- 1) Wheel moves, which service approximately 80 acres of research farm, cannot properly irrigate taller stature crops such as cereals or canola as they cause lodging or are simply impassible through the crop.
- 2) Maize plots in long-term rotations must be irrigated with hand pipe, which is extremely laborious, and these important treatments are at risk of removal from the long term agro-ecology experiments because of this limitation.
- 3) Irrigation pumps are at various ages and pipes are rusting, causing them to deteriorate, flake, and plug the irrigator nozzles.
- 4) Antiquated mainlines experience leaks causing flooding and salinity issues which decreases the total available land that can be used for research and at times has caused 2-4 year delays in science deliverables to affected crops.
- 5) Maintenance and repairs to the existing system are increasingly costly, delay timely irrigation delivery, and are heavily dependent on manual labour.
- 6) Manual labour is required to open and close pressurized valves, monitor an open dugout, and physically move pipes and wheels. These tasks are particularly onerous and come with a high level of risk when working in and around unreliable pressurized systems.

AAFC lacks a fulsome inventory and understanding of the irrigation infrastructure at the LRDC. This leads to a haphazard approach to repair, maintenance and upgrade. It is the goal of this project to prepare a master plan for the infrastructure which provides a prioritized plan of action for the irrigation system which maintains and improves the system through a cost-planning horizon of 10 years.

#### 4. ACRONYMS

AAFC Agriculture and Agri-Food Canada LRDC Lethbridge Research and Development Centre SOW Statement of Work

## 5. APPLICABLE DOCUMENTS & REFERENCES (ADR)

Limited drawings and information on the existing irrigation infrastructure and systems on site are available. Much of the information is in hard copy and will be provided upon contract award.

Some digital shapefiles of the irrigation infrastructure also exists and can be found in the Appendix A.

All information provided is "as is" and the successful bidder will be required to verify it's accuracy throughout the course of the contract.

## 6. SCOPE OF WORK

The Contractor, in consultation and cooperation with AAFC staff, will provide services to:

- a) Visit the site to obtain as much information as possible on the existing irrigation system
- b) Prepare an inventory of irrigation infrastructure.
  - i. All systems to be described in as much detail as possible with all major infrastructure components identified. This shall include but not be limited to: supply canals, pipelines, dugouts, irrigators, pumps, and any other pertinent pieces of equipment that require the system to run found at the LRDC.
  - ii. When developing the inventory, align the equipment and systems with the LRDC field naming system
    - Shapefiles of the field naming system and fabric can be provide to contractor
- c) Assess condition of all key components and provide an estimate of the remaining life.
  - i. Component ratings shall be based on the age and expected life, visible/identified deficiencies, service conditions, maintenance, obsolescence, and operation or functional performance problems.
  - ii. In order to provide a consistent measure of the condition of works components can be given a rating of :
    - Excellent, good, average, fair or poor
- d) Provide a recommendation for repair, replacement or upgrade of components that are near or at end of life and include an estimate of the associated cost;
  - i. If upgrade / change to irrigation equipment is recommended provide guidance on what replacement / upgrade should look like (e.g. change from wheel move to pivot irrigator)
- e) Produce a detailed Final Report that presents a master plan for the Lethbridge site. Report will include information on the condition of components, remaining life, capital cost estimates for rehabilitation and clearly define infrastructure improvements and prioritized replacement schedule.

6.1 TASKS

Task	Description of the Task
Reference	
6.1.1	Review background information and visit the site -while on site inventory the infrastructure - assess the condition of each major component (i.e. pump, turnout, irrigator, etc)
6.1.2	Meet with AAFC (virtually) to review inventory in order to ensure completeness and discuss rationale on repair/replacement/upgrade
6.1.3	Prepare a draft report, that contains the following sections: -Complete listing of inventory (associate inventory with a location on site) -Indication of current condition of infrastructure and estimate on remaining lifespan -provide a recommendation for repair or replacement of components that are near or at end of life and include an estimate of repair or replacement cost -provide guidance on what replacement / upgrade should look like (e.g. like for like replacement or upgrade to different irrigator system)
6.1.4	Produce a detailed Final Report -Master plan for the Lethbridge siteprovides updated maps of the infrastructure on site -incorporates AAFC feedback on draft submission

### 7. DELIVERABLES

a) Completion of gathering field information.
 b) Receipt by AAFC of draft report.
 c) Receipt by Contractor of AAFC's comments of draft reports.
 d) Completion of report/contract.
 September 30/24
 October 31/24
 November 15/24
 December 13/24

The draft report shall be provided in electronic format (MS Word). The final report shall be provided in PDF format. Reports are required only in English language.

## 8. LANGUAGE OF WORK

English.

## 9. LOCATION OF WORK

Lethbridge Research and Development Centre 5403 1st Avenue South Lethbridge, AB T1J 4B1

## 10. MEETINGS

Meetings will be scheduled as required and completed virtually via MS Teams (or equivalent). At a minimum contractor to plan for:

- 1) Kickoff meeting
- 2) Post site visit to review inventory
- 3) Post draft report submission to review and discuss AAFC comments

## ANNEX "B" BASIS OF PAYMENT

Bidders do not need to complete this section.

## 1. General

All prices are firm, all-inclusive prices, Customs duties are included and Applicable Taxes are extra. *Applicable taxes will be shown separately on invoices*.

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

## 2. Pricing Basis

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

Milestone No.	Deliverable	Firm All-inclusive Price (AAFC to insert the amounts at contract award)
1	Completion of gathering field information. September 30/24	
2	Receipt by AAFC of draft report. October 31/24	
3	Receipt by Contractor of AAFC's comments of draft reports. November 15/24.	
4	Completion of report/contract. December 13/24	

## ANNEX "C" PRICING SCHEDULE

<u>Bidders must complete the table below</u> and must submit the Pricing Schedule in accordance with the details in the RFP. Bidders must include a price for all items. The information in this Annex will form part of the resulting contract.

All prices are in Canadian dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

Canada will not reimburse separately any travel or living expenses associated with performing the Work. All travel costs to be included in the firm bid price.

Milestone No.	Deliverable	Firm All-inclusive Price
1	Completion of gathering field information. September 30/24	
2	Receipt by AAFC of draft report. October 31/24	
3	Receipt by Contractor of AAFC's comments of draft reports. November 15/24.	
4	Completion of report/contract. December 13/24	
	Total	

# ANNEX "D" to PART 3 OF THE BID SOLICITATION

# **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidde	r accepts to be paid by any of the following Electronic Payment Instrument(s):
	( ) VISA Acquisition Card;
	( ) MasterCard Acquisition Card;
	( ) Direct Deposit (Domestic and International);
	( ) Electronic Data Interchange (EDI);
	( ) Wire Transfer (International Only);
	( ) Large Value Transfer System (LVTS) (Over \$25M)

## **APPENDIX 1 TO PART 4 - POINT RATED TECHNICAL CRITERIA**

### 1. RATED REQUIREMENTS

Bidders meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

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

No.	Point-rated criteria	Proposal Page No.
<u>R1</u>	The Bidder must demonstrates a clear understanding of project and the scope of work to be undertaken to provide the deliverables as set out in the Statement of Work.	
<u>R2</u>	The Bidder clearly identifies demonstrates relevant experience conducting condition assessment reviews and design of a variety of irrigation infrastructures.	
<u>R3</u>	The Bidder has identified the members of the Project Team (including Project Manager) that will be assigned to this project. The number and adequacy of resources applied to the project (including any back-up resources and the use of sub-consultants, if applicable); and their roles and responsibilities for the project are clearly defined.	
<u>R4</u>	The Bidder has provided their anticipated project schedule for undertaking the work and meeting the project timeframes. Consideration should be given for creating efficiencies for site visits. Any challenges or constraints that could possibly affect the project should be identified with this schedule, including actions to mitigate these.	
	num points for technical rated criteria: 100	

## **RATINGS SCALE:**

The following scale will be used by the AAFC Evaluation Team members to establish Technical Scores for each proposal:

Point Rated Criteria	Weight Factor	Rating	Weighted Rating		
R1 Quality and Responsiveness of the Proposal					
<u>R1</u>	3	0-10	0-30		
<u>R2</u>	4	0-10	0-40		
<u>R3</u>	2	0-10	0-20		
<u>R4</u>	1	0-10	0-10		

## **Generic Evaluation Table**

AAFC Evaluation Team members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

<u>N/A</u>	<u>Inadequate</u>	<u>Weak</u>	<u>Adequate</u>	Fully Satisfactory	Strong
0 points	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Bidder does not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
	Team proposed is not likely able	Team does not cover all components	Team covers most components	Team covers all components -	Strong team - has worked successfully

	to meet requirements	or overall experience is weak	and will likely meet requirements	some members have worked successfully together	together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, Insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability should ensure every effective results