

**RETURN BIDS TO:**  
Agriculture and Agri-Food Canada

**Address:**

**Attention:** Melissa Smith, AAFC, Regina

**Email:** [melissa.smith3@agr.gc.ca](mailto:melissa.smith3@agr.gc.ca)    AND  
[aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca](mailto:aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca)

**REQUEST FOR PROPOSAL**

**Proposal To: Agriculture and Agri-Food Canada**  
We hereby offer to sell to His Majesty the King 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.

**Comments:**

**Vendor/Firm Name and Address:**

**Issuing Office**  
Agriculture and Agri-Food Canada  
Western Service Centre  
300 - 2010 12th Avenue  
Regina SK S4P 0M3

Title: Custom Combining at Brandon Research & Development Centre	
Solicitation Number 01R11-24-C012A	Date of solicitation: 2023-05-16
Solicitation Closes: At: 2:00 PM On: June 15, 2023	Time Zone: CST
Address Enquiries to:          Name:        Melissa Smith Email:        melissa.smith3@agr.gc.ca	
Telephone Number: 306-515-4796	FAX Number:
Destination of Goods, Services and Construction:  Agriculture and Agri-Food Canada Brandon Research and Development Centre 2701 Grand Valley Road BRANDON MB R7A 5Y3	
<b>Instructions:</b> Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Delivery required: ----	Delivery offered: ----
Vendor/Firm Name and Address:          	
Name and title of person authorized to sign on behalf of vendor/firm (type or print)	
Signature	
Date	

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK .....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS .....	4
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - BID SOLICITATION .....	5
2.5 APPLICABLE LAWS .....	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.2 BASIS OF SELECTION .....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	7
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 SECURITY REQUIREMENTS .....	8
6.2 STATEMENT OF WORK .....	8
6.3 STANDARD CLAUSES AND CONDITIONS .....	8
6.4 TERM OF CONTRACT.....	8
6.5 AUTHORITIES.....	9
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	9
6.7 PAYMENT.....	10
6.8 INVOICING INSTRUCTIONS.....	10
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	10
6.10 APPLICABLE LAWS .....	11
6.11 PRIORITY OF DOCUMENTS.....	11
6.12 DISPUTE RESOLUTION .....	11
<b>ANNEX "A" .....</b>	<b>12</b>
STATEMENT OF WORK - CUSTOM COMBINING AT BRANDON RESEARCH & DEVELOPMENT CENTRE .....	12
<b>ANNEX "B" .....</b>	<b>13</b>
BASIS OF PAYMENT .....	13
<b>ANNEX "C" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>16</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	16
<b>ANNEX "D" .....</b>	<b>17</b>
COMMERCIAL GENERAL LIABILITY INSURANCE .....	17

<b>ANNEX "E"</b> .....	<b>19</b>
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM.....	19
<b>APPENDIX 1 TO PART 4</b> .....	<b>20</b>
MANDATORY TECHNICAL CRITERIA .....	20
<b>ATTACHED MAPS - 4</b>	

## **PART 1 - GENERAL INFORMATION**

This bid solicitation cancels and supersedes previous bid solicitation number 01R11-24-C012 dated March 14, 2023 with a closing of April 27, 2023 at 2:00 PM CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

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

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

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

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

## 2.2 Submission of Bids

Bids must be submitted only to Agriculture and Agri-Food Canada (AAFC) by the date, time and place indicated on page 1 of the bid solicitation.

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than ten (10) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.5 Applicable Laws

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

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in accordance with section 2.2, Submission of Bids of Part 2.

The bid must be gathered per section and separated as follows:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders must demonstrate their compliance with the Mandatory Requirements and include the necessary documentation with their submission.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “C” 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.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **Mandatory Technical Criteria**

Refer to Appendix 1 to Part 4 which will be evaluated on a compliant / non-compliant basis.

#### **4.1.2 Financial Evaluation**

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

Refer to **Annex “B”** for the **Basis Payment** which will form the Financial Proposal.

## 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. Lowest price will be determined by extending and totaling the unit prices

## 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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 Annex "E".

#### 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 [Employment and Social Development Canada \(ESDC\) - 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.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

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

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

**2010C** (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

*SACC Manual* Clause **4013** (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from **August 1, 2023 to July 31, 2024** inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three (3) additional one (1) year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor within 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Melissa Smith  
Contracting Specialist  
Agriculture and Agri-Food Canada  
Western Service Centre  
300 – 2010 12<sup>th</sup> Avenue  
Regina, SK S4P 0M3

Telephone: 306-515-4796  
E-mail address: [melissa.smith3@agr.gc.ca](mailto:melissa.smith3@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.

### **6.5.2 Project Authority**

*To be Inserted at 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.

### **6.5.3 Contractor's Representative**

*To be Inserted at Contract Award*

## **6.6 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.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

The Contractor will be paid for the Work performed in accordance with the Basis of Payment at Annex "B", to a ceiling price of \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

### **6.7.2 Limitation of Price**

SACC *Manual* clause C6000C (2017-08-17) Limitation of Price

### **6.7.3 Method of Payment**

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment

### **6.7.4 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):

- 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)

## **6.8 Invoicing Instructions**

1. 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 the Technical Authority for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

## 6.9.2 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “D” . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.10 Applicable Laws

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

## 6.11 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) Supplemental General Conditions - [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- (c) General Conditions - Services (Medium Complexity) [2010C](#) (2022-01-28);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).*

## 6.12 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 - Custom Combining at Brandon Research & Development Centre**

#### **Objective:**

Brandon Research & Development Centre (BRDC) requires the following approximate acres custom combined: 50 acres of Barley, 360 acres of wheat, 130 acres of peas, 255 acres of soybeans, 80 acres of corn and 580 acres of canola custom combined at the 4 sites operated by BRDC. All fields are within a 25 kilometer radius of the Brandon Research & Development Centre.

#### **Tasks:**

Supply all labor, materials, fuel, equipment, and supervision necessary to custom combine approximately 1,500 acres of various varieties of crop at the BRDC. BRDC will supply and operate the trucking and a grain cart for taking the crops off the field. The Contractor will make every reasonable effort to harvest these crops at the appropriate time to limit shattering and spoilage of the crop.

The various varieties of crops are to be harvested on 4 farm location sites within 25 km of the BRDC as per the attached maps. The Contractor is to determine the number of personnel and equipment required to perform the work. Custom combining will be performed within seven days of being notified by BRDC that individual crops are properly staged to be custom combined. Various crops are to be combined as per BRDC requirements.

<u>Crop</u>	<u>% Moisture</u>
Barley (feed)	16
Barley (malt)	16
Canola	10
Corn	20
Peas	18
Soybean	15
Wheat	14.5

BRDC requires the custom combining to be done with a series 7 combine or larger with a chaff spreading capability of at least 8m to allow for even trash coverage on zero till fields. The headers used must be – pick up, straight cut with flex and corn header.

BRDC requires the machine be able to capture accurate yield and moisture information and map it. BRDC would require a copy of this information for the research teams.

#### **Constraints:**

- Contractor must have flexible schedule to allow for unforeseen weather conditions.

#### **Client Support:**

- BRDC will provide a grain cart and tractor and 2 grain trucks operated by BRDC staff.
- BRDC will provide map of designated fields to be combined.

#### **Deliverables:**

Various crops are to be combined as per BRDC requirements (as per specific crop % moisture) within seven days of being notified by BRDC that individual crops are properly staged to be custom combined.

Provide accurate and mapped yield and moisture information.

**ANNEX "B"**

**BASIS OF PAYMENT**

*The Bidder is required to complete this section with their firm bid prices and return with their submission.*

**Instructions:**

- This section when complete will be considered the Bidder's financial bid for evaluation. The Firm Unit prices offered will form the resulting contract if it is determined you are the successful bidder.
- Column B (Unit price) must be completed for all line items for your Offer to be considered compliant. GST/HST is to be excluded from the prices stated herein. However, applicable taxes are to be shown as a separate item on any invoices.
- **Item #1 in the bid table below** - AAFC will not accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for custom combining, as described in Annex A - Statement of Work, at the AAFC work site shall include all time and travel-related costs to and from the AAFC work site.
- **Item #2 in the bid table below** - AAFC will only reimburse the actual purchase cost of the Diesel Fuel (Approx 8000L / harvest). Fuel purchase receipts relative to the Custom Combining requirement must be submitted for reimbursement. Fuel included on the final invoice must be shown separately from your hours and accompanied by corresponding fuel purchase receipts.

**YEAR 1 - AUGUST 1, 2023 TO JULY 31, 2024**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	CUSTOM COMBINING, <b>unit price offered <u>not including any fuel costs.</u></b>	Hour	150		T1

Item	Description	Estimated Dollar Value of Fuel (A)	Extended Cost (C)
2	ESTIMATED FUEL COST, <b>to be reimbursed by AAFC based on actual use only.</b>	\$12,000.00 / Year	\$12,000.00
Total Estimate Cost for Year 1 (T1 + T2) = \$ _____			

**OPTION PERIOD ONE (1) - AUGUST 1, 2024 TO JULY 31, 2025**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	CUSTOM COMBINING, unit price offered <u>not including any fuel costs.</u>	Hour	150		T3

Item	Description	Estimated Dollar Value of Fuel (A)	Extended Cost (C)
2	ESTIMATED FUEL COST, to be reimbursed by AAFC based on actual use only.	\$12,000.00 / Year	\$12,000.00 T4
Total Estimate Cost for Option Period One (T3 + T4) = \$ _____			

**OPTION PERIOD TWO (2) - AUGUST 1, 2025 TO JULY 31, 2026**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	CUSTOM COMBINING, unit price offered <u>not including any fuel costs.</u>	Hour	150		T5

Item	Description	Estimated Dollar Value of Fuel (A)	Extended Cost (C)
2	ESTIMATED FUEL COST, to be reimbursed by AAFC based on actual use only.	\$12,000.00 / Year	\$12,000.00 T6
Total Estimate Cost for Option Period Two (T5 + T6) = \$ _____			

**OPTION PERIOD THREE (3) - AUGUST 1, 2026 TO NOVEMBER 30, 2026**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	CUSTOM COMBINING, <u>unit price offered not including any fuel costs.</u>	Hour	150		T7

Item	Description	Estimated Dollar Value of Fuel (A)	Extended Cost (C)
2	ESTIMATED FUEL COST, <u>to be reimbursed by AAFC based on actual use only.</u>	\$12,000.00 / Year	\$12,000.00 T8
Total Estimate Cost for Option Period Three (T7 + T8) = \$ _____			

Total Cost for Year 1 of Contract \_\_\_\_\_  
 Total Cost for Option Period One (1) + \_\_\_\_\_  
 Total Cost for Option Period Two (2) + \_\_\_\_\_  
 Total Cost for Option Period Three (3) + \_\_\_\_\_  
**EVALUATED PRICE for all periods = \$ \_\_\_\_\_**  
 (sum of all items (CAD))  
 (Applicable Taxes Excluded)



**ANNEX “C” to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts 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)

## ANNEX "D"

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: *His Majesty the King in right of Canada as represented by the Minister.*
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## ANNEX "E"

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the Ineligibility and Suspension Policy (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

#### Supplier Information

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> ( ) Corporate Entity ( ) Privately Owned Corporation ( ) Sole Proprietor ( ) Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

#### List of Names

Name	Title

#### Declaration

I, \_\_\_\_\_, (*name*) \_\_\_\_\_, (*position*) of \_\_\_\_\_, (*supplier's name*) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **APPENDIX 1 to PART 4**

### **MANDATORY TECHNICAL CRITERIA**

All mandatory requirements identified below must be met and included with bid submission. Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. If documentation is required to demonstrate compliance the Bidder must include the necessary documentation with their bid.

#### **M1 CONTRACTORS EQUIPMENT**

- a) The bidder must own and operate a series 7 combine or larger with chaff spreading capabilities of a least 8m.

<b>Make and Model of Combine including chaff spreading capabilities</b>

- b) The bidder must own and operate one or be able to acquire all of following types of headers - pick up, straight cut with flex and corn header.

<b>Make and Model Header</b>

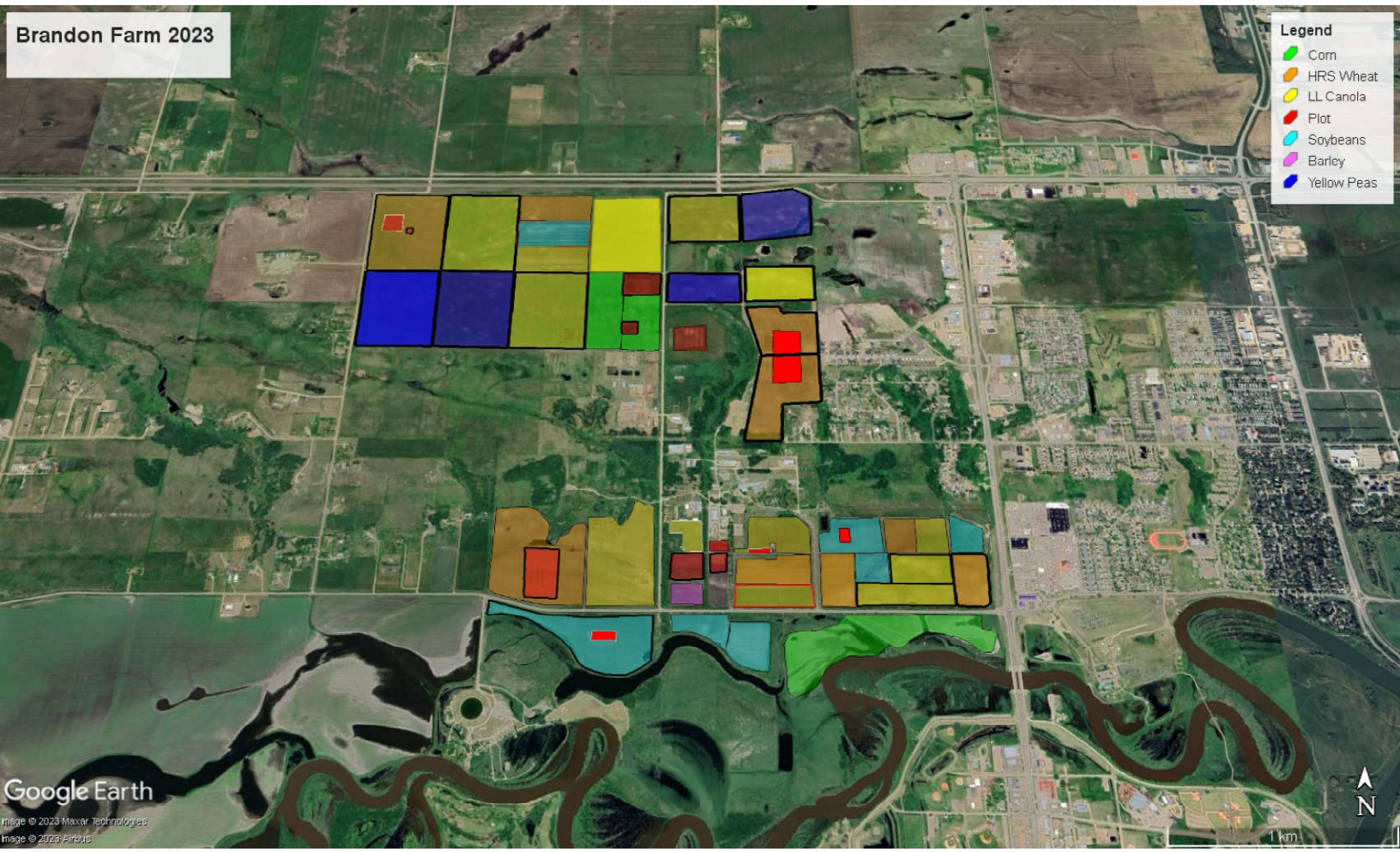
#### **M2 YIELD AND MOISTURE INFORMATION**

- a) The bidder must demonstrate they are able to capture accurate yield moisture information and map it. Indicate the GSP system and methods to track and amp this required information

<b>Response</b>

Brandon Farm 2023

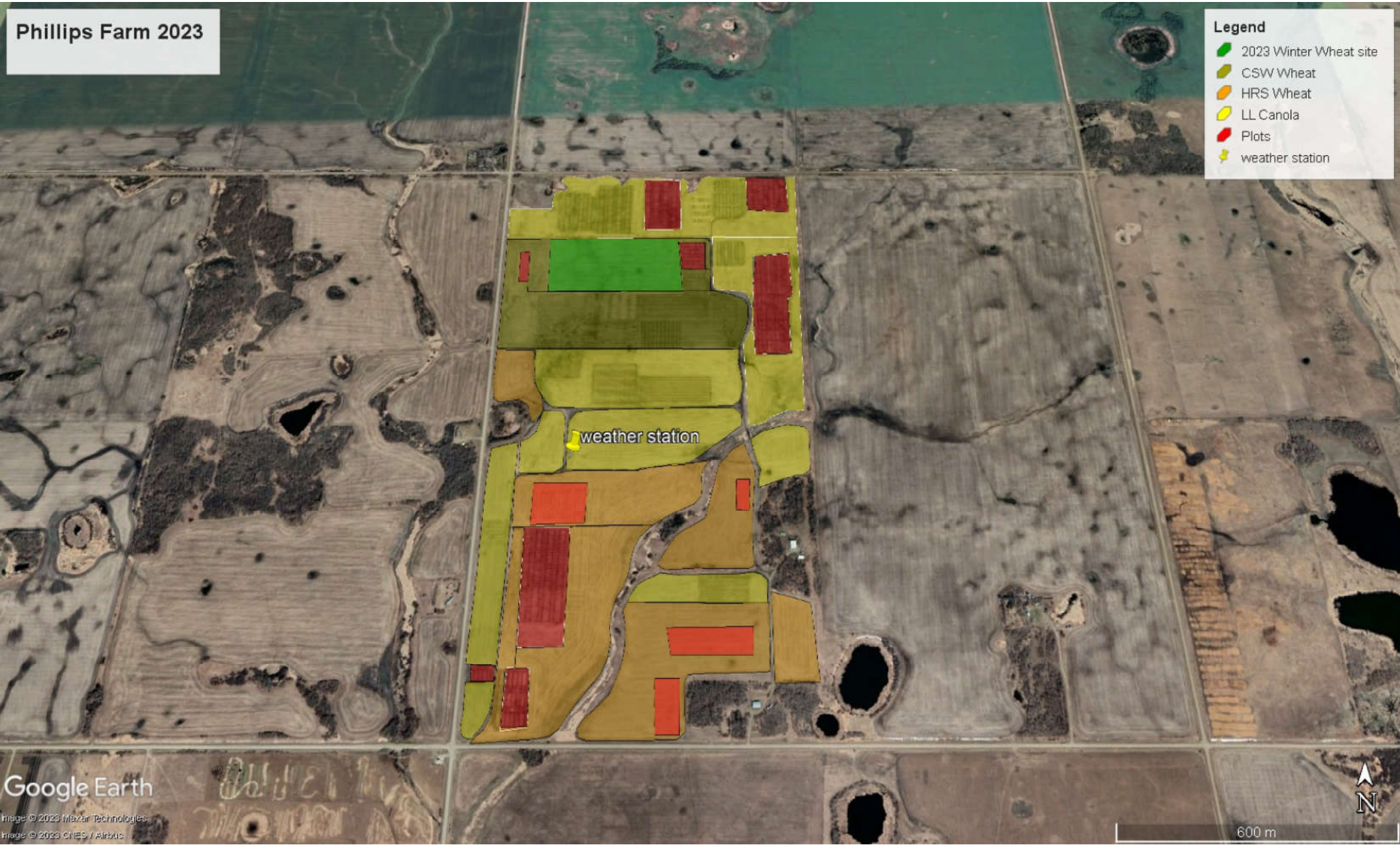
- Legend**
- Corn
  - HRS Wheat
  - LL Canola
  - Plot
  - Soybeans
  - Barley
  - Yellow Peas



Phillips Farm 2023

**Legend**

- 2023 Winter Wheat site
- CSW Wheat
- HRS Wheat
- LL Canola
- Plots
- weather station



weather station

Google Earth

Image © 2023 Maxar Technologies  
Image © 2023 CNES / Airbus

600 m



Quintaine's Farm 2023

**Legend**

- HRS Wheat
- LL Canola
- Soybeans



Google Earth

Image © 2023 Maxar Technologies  
Image © 2023 Airbus

400 m

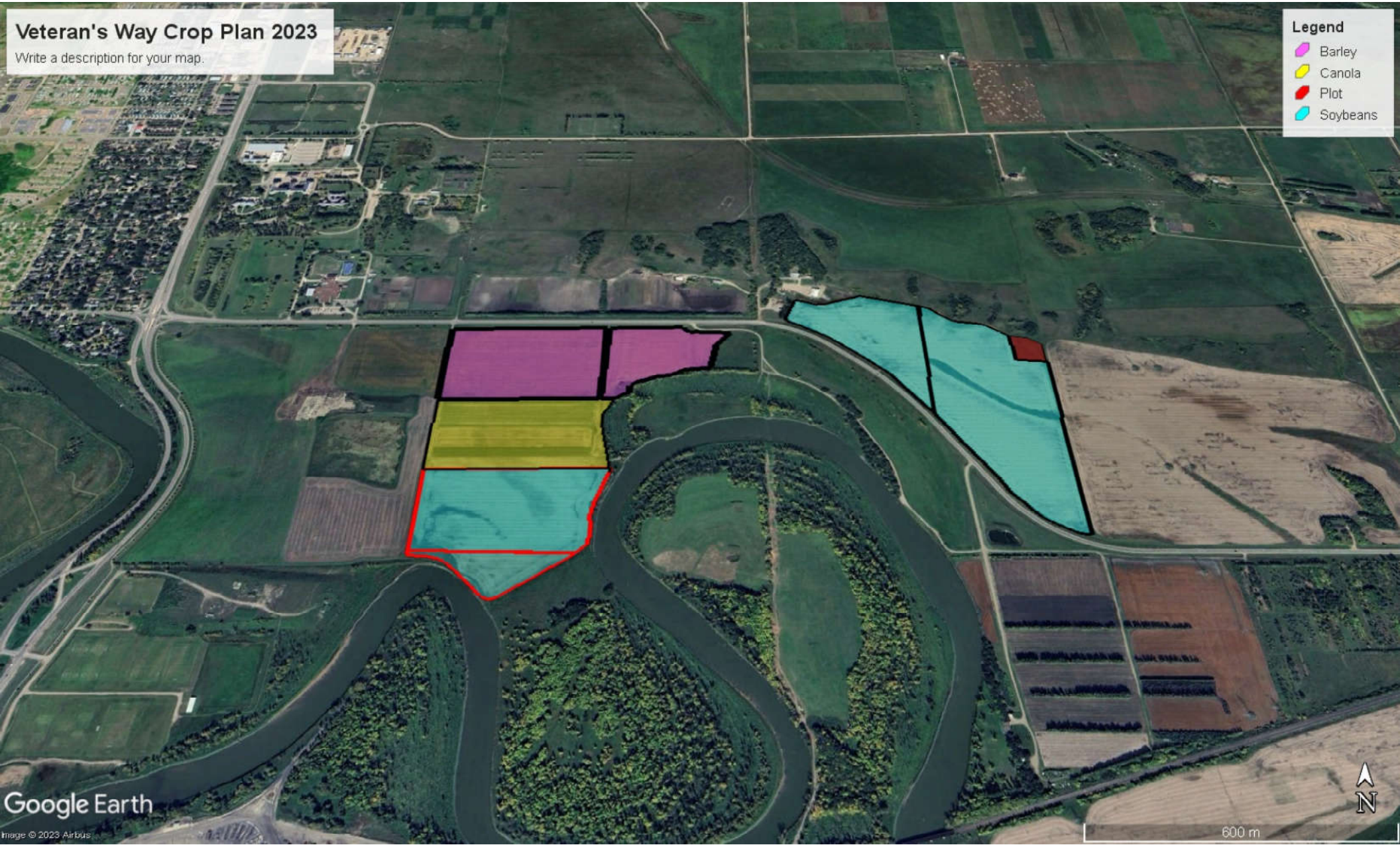


# Veteran's Way Crop Plan 2023

Write a description for your map.

**Legend**

- Barley
- Canola
- Plot
- Soybeans



Google Earth

Image © 2023 Airbus

600 m

