

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

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada
Address: 1305 Baseline Road, Ottawa ON
Attn: Kyle Harrington
Email: kyle.harrington@agr.gc.ca

**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal To: Agriculture and Agri-Food Canada
 We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Agriculture et Agroalimentaire Canada
 Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments-Commentaires

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

Issuing Office- Bureau de distribution

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

Title/Titre: Executing Agency in Japan for the Canada Brand	
Solicitation No. – N° de l’invitation 01B68-22-0076	Date of Solicitation – Date de l’invitation May 19th 2022
Solicitation Closes – L’invitation prend fin At – à : 12 :00 On-le : June 28th 2022	Time Zone - Fuseau Horaire EDT
Address Enquiries to: Adresser toutes questions à : Name : Kyle Harrington Email : kyle.harrington@agr.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No. – N° de fax N/A
Destination- of Goods, Services, and Construction : Destination-des biens, services et construction:	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	
Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Name and title of person authorized to sign on behalf of Vendor/firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
(type or print) - (taper or écrire en caractère d'imprimerie)	
Signature:	
Date:	

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 01B68-22-0076 it is divided into seven parts plus annexes and, attachments as follows :

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

1.2 SUMMARY

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Agriculture and Agri-Food Canada. It is intended to result in the award of one (1) contract from contract award to March 31, 2024.
- 1.2.2 While Canada is perceived positively in Japan, a limited awareness of specific Canadian food and beverage products or brands in the market persists. To expand Canadian food & beverage products' presence in the market, a refreshed Canada Brand will be launched in Japan in 2022-2023 and 2023-2024 that will feature a targeted digital and ecommerce marketing consumer campaign.

The Objective:

- 1) To leverage the refreshed Canada Brand and a positive international image of Canada as a supplier of safe, high-quality food from a pristine, sustainable environment made by trustworthy people.
- 2) To grow consumer awareness, drive demand for, and generate increased sales of Canadian food products in Japan, particularly those available on the Canada Showcase of the selected ecommerce platform.

Targeted Products: 1) Secondary agriculture and processed foods and beverages, including products such as maple syrup/sugar, honey, vegetables, dried and frozen fruits, cuts of meat, confectionery, prepared meals; 2) Processed fish and seafood; 3) Alcoholic and non-alcoholic beverages; 4) Pet food; 5) Functional foods, and health and wellness products that are widely considered food.

Excluded and out of scope: Commodities such as bulk wheat or live animals; agriculture or fishing industry machinery and tools; food service and meal delivery platforms (e.g. UberEats); agri-food technology; and food packaging.

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

The failure by companies to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any currency other than Canadian.

1.2.3 There is no Security component associated with this requirement.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

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

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

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

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

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

A bidders' conference will be held at [Bidders Conference 6 June 2022](#) on Monday, June 6 at 20:00 PM EDT (Tuesday, June 7 at 09:00 AM UTC+9 Tokyo. The conference will begin at 20:00 PM EDT, 09:00 AM UTC+9 Tokyo, in [Bidders Conference 6 June 2022](#). The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than Sunday June 5th 2022.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.8 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid
- ii. Section II: Financial Bid
- iii. Section III: Certifications not included in the Technical Bid

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)

- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Identified User(s) will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- c. In addition to any other time periods established in the bid solicitation:
- i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - iii. **Requests for Further Information:** If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. Verify any or all information provided by the Bidder in its bid; or
 - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "shall" or "mandatory" is a mandatory requirement. Bids that do not comply with every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex C Technical Evaluation Criteria.

b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex C Technical Evaluation Criteria.

- i. A Technical Proposal Score (out of 80 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score	x 80 =	Final Score
Maximum Score Attainable		<i>80% of Bidders Calculated Score</i>

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

130	x 80 =	Final Score
150		69.333 out of 80

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

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

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

4.3 Financial Evaluation

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

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

The requirements of the Financial Proposal are detailed in Annex C, Evaluations Procedures and Criteria.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate.

The failure by a company to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any other currency than Canadian.

Maximum Budget: The firm all-inclusive cost of the resulting contract must not exceed **\$350,000.00 CAD**. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

4.4 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150

points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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 \$125.00.

$$\frac{\text{Technical Score} \times \text{Ratio (80)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (20)}}{\text{Bidder's Price}} = \text{Combined Score}$$

Example of Method of Selection:

Highest Combined Rating Technical Merit (80%) and Price (20%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 80}{100} = 70.4$	$\frac{*125 \times 20}{200} = 12.5$	= 82.9
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 80}{100} = 65.6$	$\frac{125 \times 20}{130} = 19.231$	= 84.831
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 80}{100} = 60.8$	$\frac{125 \times 20}{125} = 20$	= 80.8
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 84.831			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Legal Entity And Corporate Name

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

- i) _____
- ii) _____
- iii) _____

Name

Signature

Date

5.2.2 Education/Experience Certification

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

Name

Signature

Date

5.2.3 Price/Rate Certification

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Name

Signature

Date

5.2.4 Validity Of Proposal

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date

5.2.5 Availability And Status Of Personnel

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name

Signature

Date

5.2.6 FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

[Act](#) , 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#) , R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Name

Signature

Date

5.2.7 JOINT VENTURES

In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

5.2.8 INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the “Policy”), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:

- a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2021-12-02), 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

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31st, 2024; and
 - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Termination on Thirty Days Notice**

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

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

7.5 AUTHORITIES

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kyle Harrington
Title: Senior Contracting Officer
Organization: Professional Services Contracting Unit,
Agriculture and Agri-Food Canada

Address: 1305 Baseline Road, Ottawa ON K1A 0C5

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

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

7.5.2 Project Authority

[To be provided at time of Contract award]

The Project Authority for the Contract is:

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

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

7.5.3 Contractor's Representative

[To be provided at time of Contract award]

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

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B" ,

to a limitation of expenditure of **\$ 350,000.00** Customs duties are included and Applicable Taxes are excluded.

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

7.7.2 Canada’s Total Liability

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

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

7.7.3 Method of Payment

Milestone Payments

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

Milestones/Deliverables	Delivery Date	% Value of Milestone
Deliverable 1: Provision of launch and execution strategy Completion of September and October 2022 webinars	October 2022	10% of contract value
Deliverable 2: Completion of launch event (Canada Showcase and website launched) Provision of March 2023 report	March 2023	15% of contract value

Deliverable 3 Completion of spring promotion Provision of June 2023 report	June 2023	15% of contract value
Deliverable 4: Completion of summer promotion Provision of September 2023 report	September 2023	15% of contract value
Deliverable 5: Completion of fall promotion Provision of December 2023 report	December 2023	15% of contract value
Deliverable 6: Completion of winter promotion Provision of March 2024 reports Completion of March 2024 webinar	March 2024	30% of contract value

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

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

7.7.4 Electronic Payment of Invoices – Contract

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

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

7.8 Invoicing Instructions

7.7.1 [H3022C](#) (2016-01-28)

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
2. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.

3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied (if applicable). At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments (if applicable).
4. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2021-12-02), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment ;
- (e) the Contractor's bid dated _____ *(to be inserted at the time of contract award)*

7.12 Foreign Nationals*(the applicable clause will be inserted at the time of contract award)*

SACC Manual clause [A2000C](#) (___-___-___) Foreign Nationals (Foreign Contractor)

SACC Manual clause [A2001C](#) (___-___-___) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance

acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14 Dispute Resolution

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

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A” STATEMENT OF WORK

1. Introduction

To expand the presence of Canadian food products in Japan, a refreshed Canada Brand will be launched in 2022-2023 and 2023-2024 that will feature a targeted, digital and ecommerce marketing consumer campaign.

Considerations

In the context of this project, food includes, but is not limited to:

- Secondary agriculture and processed foods and beverages, including maple syrup/sugar, honey, vegetables, dried and frozen fruits, cuts of meat, confectionary, and prepared meals
- Processed fish and seafood
- Alcoholic and non-alcoholic beverages
- Pet food
- Functional foods, and health and wellness products that are widely considered food

Excluded and out of scope:

- Outputs of primary agriculture (i.e. primary commodities such as bulk wheat or live animals)
- Agriculture or fishing industry machinery and tools
- Foodservice and meal delivery platforms (e.g. UberEats)
- Agri-food technology, food packaging

2. Background

The Canada Brand was launched in 2006 to give the Canadian food and agriculture industry a competitive advantage through a common strategy and set of tools, and to raise the profile of and help differentiate Canadian food products from the competition globally. The strategy and its elements were developed in collaboration with industry and the government.

At its peak, over 700 Canadian agriculture, food and seafood businesses and associations, were using the Canada Brand to enhance their promotions. It

offered a member portal where assets such as logos, taglines, stock photos and style guides were available to members. It also supported trade and consumer events in the market.

COVID-19 has dramatically changed how businesses operate and market and has accelerated the importance of the digital space. To take advantage of the power of digital marketing and ecommerce, Agriculture and Agri-Food Canada (AAFC) decided to update the Canada Brand tools and platform under a “Pivot to Digital” concept. The refreshed Canada Brand will include digitally-optimized graphics, video content, messaging and a consumer website.

Japan has been selected as a pilot market for a focused Canada Brand campaign of up to four seasonal promotions with an established ecommerce platform provider.

3. Objectives

While Canada is perceived positively in Japan, a limited awareness of specific Canadian food and beverage products or brands in the market persists. To expand Canadian food & beverage products’ presence in the market, a refreshed Canada Brand will be launched in Japan in 2022-2023 and 2023-2024 that will feature a targeted digital and ecommerce marketing consumer campaign.

The Objective:

- 1) To leverage the refreshed Canada Brand and a positive international image of Canada as a supplier of safe, high-quality food from a pristine, sustainable environment made by trustworthy people.
- 2) To grow consumer awareness, drive demand for, and generate increased sales of Canadian food products in Japan, particularly those of Canada Brand members and/or those Canadian products available on the Canada Showcase of the selected ecommerce platform.

Targeted Products: 1) Secondary agriculture and processed foods and beverages, including products such as maple syrup/sugar, honey, vegetables, dried and frozen fruits, cuts of meat, confectionery, prepared meals; 2) Processed fish and seafood; 3) Alcoholic and non-alcoholic beverages; 4) Pet food; 5) Functional foods, and health and wellness products that are widely considered food.

Excluded and out of scope: Commodities such as bulk wheat or live animals; agriculture or fishing industry machinery and tools; food service and meal delivery platforms (e.g. UberEats); agri-food technology; and food packaging.

4. Scope of Work

To support the above stated objectives, the Project Authorities require a contractor to act as the Executing Agency and liaise directly and regularly (daily) with Project Authorities to:

- 1) Adapt and translate Canada Brand and other Canadian content and, as necessary, create new content to ensure the overall campaign is cohesive and targeted towards a Japanese audience
- 2) Develop and implement cohesive and comprehensive ecommerce and digital campaign strategies, including tactics for each platform and channel (for example, web presence, social media utilization of influencers and email marketing) as well as the organization of coordinated in-person events (including a launch event) to drive consumer interest in Canadian products and Canada Showcase Page and communication with vendors over a period of two years up to March 31, 2024.
- 3) Coordinate with a creative agency in Canada who is responsible for the development of creative material for advertising purposes over the 2022-2023 and 2023-2024 fiscal years.

The three main functions of the Contractor are the following:

I. Project Management and its implementation

- Key roles include:
 - Delivering all requested components as detailed in this Statement of Work
 - Ensuring all elements of the campaign are cohesive and contribute to the overall objectives
 - Adapting content received from Project Authorities and stakeholders introduced by Project Authorities (provincial offices, industry associations, etc.) to target Japanese consumers (Canadian advertisements, graphics, messaging, etc.)
 - Translation into Japanese of content received in English to be used in social media and ecommerce pages
 - Creating new content tailored to Japanese market (photo shoots and video production, as needed)

- Responsible for accurate translating and copywriting of Canada website sections intended for Japan, in consultation with the Embassy of Canada in Japan
- Communicating with all participating Japanese companies
- Preparing press releases in Japanese and English (as necessary)
- Planning for and implementing of physical events including a launch event (virtual or in-person event) during 2022 to 2024 to promote the Canada Brand, and introduce Canadian food products to consumers.
- Providing project status and contact reports to Project Authorities (in English) on a weekly basis

II. Digital Strategy and its implementation

- Social Networking Service (SNS) key roles include:
 - SNS strategy: creating a SNS strategy to increase followers and meet Canada Brand objectives; setting up and managing multiple SNS accounts identified in strategy; scheduling themes and posts for the week/month/season; identifying and managing relationships with social media influencers as appropriate
 - Organic content creation (Japanese) for regular SNS posts, across a variety of platforms (e.g. Twitter, Instagram, Facebook, TikTok), targeting a minimum of two (2) per week. This includes seeking approvals from Project Authorities, writing posts, collecting or editing photos and posting information
 - Advertising management in Japanese (for example, advising which posts should be boosted through paid promotion services) to reach a wider audience and drive follower growth
 - Note: the development, production and purchasing of advertising is outside the scope of this Statement of Work and will be done by agencies in Canada
 - Communication, in coordination/consultation with Project Authorities, with local stakeholder offices (industry associations, provincial offices, and Destination Canada), Japanese importers and Canadian companies to collect information on new products, news or events for SNS channels

- Communicating with Project Authorities and local stakeholders to promote Canadian products, events and activities taking place in Japan and Canada. The Contractor would be responsible for promoting these products and events through SNS,.
 - Providing on-going advice and support to Project Authorities with a quarterly report and a final report outlining best practices and a summary of outcomes at the conclusion of the contract
 - Monthly status reports to Project Authorities on activities and results (in English)
- Digital ads (in Japanese) key roles include:
 - Planning, creative direction and strategy for display ads and paid search and SNS ads, in consultation with the Project Authorities and a creative agency in Canada.
 - Note: the development, production and purchasing of advertising is outside the scope of this Statement of Work
- Website (to be hosted in Canada)
 - Accurate translation into Japanese and providing and updating Japanese content for website, in consultation with the Embassy of Canada in Japan

III. Ecommerce Strategy and its implementation

- Key roles include:
 - Communicating with the pre-selected ecommerce platform to design a Canada Showcase grouping and showcasing the Canadian products available on a selected e-commerce provider.
 - Advising on the layout and setting-up of a Canada Showcase
 - Advising on the layout, theme and showcased products for each promotion
 - Ongoing management of the Canada Showcase and promotions including the organization of physical events to introduce Japanese consumers to Canadian products available on the e-commerce showcase.

- Note: the integrated promotional tools to drive traffic to this Showcase is covered through a direct contract with the ecommerce platform and is therefore outside the scope of this Statement of Work
- With Project Authorities, designing a system/criteria for selecting Canadian products to be accepted into the Canada Showcase
- Organizing a webinar to a Canadian and Japanese audience to introduce the Canada Showcase concept and encourage participation; coordinating with the selected ecommerce platform on Japanese companies confirming participation
- Coordinating promotion development and updates on the Canada Showcase to Project Authorities (in English)
- Monthly reporting to Project Authorities on activities and results (in English)

5. Timeline (Subject to change based on discussions with Project Authorities)

Infrastructure and Roll-Out Year (July 2022 to March 2023)

- July 2022
 - The Contractor is introduced to key partners by Project Authorities and begins familiarization with Canadian agriculture products in Japan and relevant Government of Canada policies
- September 2022
 - The Contractor provides a strategy and execution for the digital eco-system and physical events, including SNS rollout, Canada Brand launch and scheduled content with expected outcomes. Organizes and gives a webinar to Project Authorities providing details on upcoming Canada Brand launch
- October 2022
 - Begins advising on the development of the Canada Showcase and converting Canada Brand webpage and assets to Japanese audience. Provides recommendations for the Japanese version of consumer website. Organizes a webinar to recruit new Canadian companies and Japanese distributors prior to the first promotion on the selected ecommerce platform

- March 2023
 - Launch of Canada Brand in Japan. Launch event organized. SNS begins with a minimum of two (2) posts every week for the duration of the campaign. Canada Showcase launched, Japanese Canada Brand website launched
 - First ecommerce Canada Showcase spring promotion
 - Report summarizing initial results and achievements from launch

Communication Year (April 2023 to March 2024)

- June 2023
 - Second ecommerce Canada Showcase summer promotion
 - Report summarizing results and achievements from spring promotion
- September 2023
 - Third ecommerce Canada Showcase fall promotion
 - Report summarizing results and achievements from summer promotion
- December 2023
 - Fourth ecommerce Canada Showcase winter promotion
 - Report summarizing results and achievements from fall promotion
- March 2024
 - Report summarizing results and achievements from winter promotion
 - Report summarizing results from campaign. Webinar hosted to explain results

6. Schedule of Payments

Milestones/Deliverables	Delivery Date	% Value of Milestone
Deliverable 1: Provision of launch and execution strategy Completion of September and October 2022 webinars	October 2022	10% of contract value
Deliverable 2: Completion of launch event (Canada Showcase and website launched) Provision of March 2023 report	March 2023	15% of contract value
Deliverable 3 Completion of spring promotion Provision of June 2023 report	June 2023	15% of contract value
Deliverable 4: Completion of summer promotion Provision of September 2023 report	September 2023	15% of contract value
Deliverable 5: Completion of fall promotion Provision of December 2023 report	December 2023	15% of contract value
Deliverable 6: Completion of winter promotion Provision of March 2024 reports Completion of March 2024 webinar	March 2024	30% of contract value

7. Language of Work and Service Delivery

Interactions between the Contractor, Project Authorities and relevant contracted agencies will be in English and Japanese. Drafts and final deliverables will be in English.

8. Client Support

The Project Authorities agree to provide the following:

- A list of publically-available reports, guides and resources to consult during the development of the project deliverables
- Additional support in terms of coordinating meetings (via phone or videoconference), as needed
- Comments on draft materials within five (5) working days
- Introducing the Contractor to companies/organizations in Japan currently importing Canadian food products and the ecommerce providers with whom the Embassy of Canada has been working
- Introducing the Contractor to in market Canadian partners/representatives to determine how to potentially link with their ongoing activities and resources

9. Location of Work and Travel

The Contractor must have an office in Japan.

The Contractor will incur all travel related costs and any related expenses, if any. The Contractor is expected to conduct this work from their chosen workspace/location and use their own resources.

ANNEX “B”
BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 7.7.3 of Part 7, Method of Payment and 7.8 Invoicing Instructions.**

2.0 Pricing Basis

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

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

Milestone Payments:

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

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

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

Milestones/Deliverables	Delivery Date	% Value of Milestone
Deliverable 1: Provision of launch and execution strategy Completion of September and October 2022 webinars	October 2022	10% of contract value
Deliverable 2: Completion of launch event (Canada Showcase and website launched) Provision of March 2023 report	March 2023	15% of contract value
Deliverable 3 Completion of spring promotion Provision of June 2023 report	June 2023	15% of contract value
Deliverable 4: Completion of summer promotion Provision of September 2023 report	September 2023	15% of contract value

Deliverable 5: Completion of fall promotion Provision of December 2023 report	December 2023	15% of contract value
Deliverable 6: Completion of winter promotion Provision of March 2024 reports Completion of March 2024 webinar	March 2024	30% of contract value

ANNEX “C”

EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

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

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

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

The Bidders’ Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder’s Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

<i>Technical Proposal</i>	=	80%
<i>Financial Proposal</i>	=	20%
<i>Overall Proposal</i>	=	100%

1.5 To be considered Responsive, a Proposal must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the **minimum passing score (60%) identified overall in rated criteria.**

Proposals which do not meet these mandatory or minimum point requirements shall not be given further consideration.

The responsive Proposal which receives the highest score of the combined points for

the **Technical Proposal** rated requirements (**80%**) and the **Financial Proposal** rated requirements (**20%**) will be selected as the successful Proposal.

$$\frac{\text{Technical Score} \times \text{Ratio (80)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (20)}}{\text{Bidder's Price}} = \text{Combined Score}$$

Example of Method of Selection:

Highest Combined Rating Technical Merit (80%) and Price (20%)			
Calculation	Technical	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 80}{100} = 70.4$	$\frac{*125 \times 20}{200} = 12.5$	= 82.9
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 80}{100} = 65.6$	$\frac{125 \times 20}{130} = 19.231$	= 84.831
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 80}{100} = 60.8$	$\frac{125 \times 20}{125} = 20$	= 80.8
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 84.831			

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Annex A).
- 1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the **highest technical score** will be considered

the successful proposal.

2.0 POINT RATED REQUIREMENTS

- 2.1 The Bidder must address the rated requirements in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

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

The rated requirements have been selected to provide evaluators the ability to assess bidder's capacity and ability to conduct the trial work for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the trial (Each criteria will be marked according to completeness, clarity, and rationales provided).

- 2.2 Cutting and pasting wording from the RFP into the proposal does not constitute demonstrating the requirement. Experience **must** be demonstrated by citing specific examples of work performed that relates to the specific evaluation criteria. If the Bidder's response does not fully and clearly demonstrate that the requirement is met by the information cited, then information provided will not be considered.
- 2.3 The technical bid must substantiate the compliance with the specific articles of Annex "C", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
- 2.4 For Point Rated Requirements partial points will be awarded based upon each rated criteria.

3.0 MANDATORY REQUIREMENTS

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

Mandatory Evaluation Criteria		Met	Not Met
MR1	<p>Bidder Organization</p> <p>The Bidder must provide the following: Overview of organization including but not limited to the following information;</p> <ul style="list-style-type: none"> ▪ Company history, structure and office location(s) ▪ Number of employees ▪ Experience in the food industry 		
MR2	<p>Corporate Experience</p> <p>The Bidder must demonstrate that they have over three (3) years of experience in Japan within the last five (5) years prior to the solicitation closing date, in providing the following services as per the Statement of Work:</p> <ul style="list-style-type: none"> - Project management and its implementation; - Digital strategy and its implementation; - Ecommerce strategy and its implementation. <p>To demonstrate the experience Bidders must provide at least three (3) projects as reference.</p> <ul style="list-style-type: none"> ▪ One (1) project must have been valued at a minimum of JPY 9,000,000. ▪ One (1) project must have been continuous for a 12-month period. 		
MR3	<p>Project Team & Language</p> <p>The Bidder must identify a minimum of two (2) personnel fluent (reading, writing and speaking) in English and Japanese.</p> <p>The Bidder must provide CV's the principal points of contact who will be collaborating with multiple organizations and third parties throughout the duration of the contract period.</p> <p><i>To confirm language requirements Bidders must provide a contact reference (e-mail, phone, project name, summary) from a previous project in which Japanese and English were required. A telephone interview of the staff may be conducted to verify the language capabilities.</i></p>		

MR4	Coordinator The Bidder must provide a minimum of two (2) Project Coordinators who have more than three (3) years of individual experience in working with web developers and ecommerce platform providers in Japan. To demonstrate the experience the Bidder must submit a detailed CV.		
MR5	Location of Office The Bidder must confirm that they have an office in Japan and must be able to meet at the Canadian Embassy in Tokyo within 48 hours of notice.		
ALL MANDATORY EVALUATION CRITERIA		ALL MET	

paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.

SUMMARY OF EVALUATION PROCESS AND GENERAL SUBMISSION REQUIREMENTS

- The Mandatory Evaluation Criteria listed in the response table below will be evaluated on a simple Pass/Fail (i.e. met/not met) basis. Proposals that fail to meet one of the Mandatory Evaluation Criteria will be deemed non-compliant and given no further consideration.
- Proposals must demonstrate compliance with all of the Mandatory Evaluation Criteria as described below and must provide the necessary documentation to support compliance in order to be evaluated on the basis of the Point-Rated Evaluation Criteria. In any “Cross-Reference” columns, Bidders should indicate page numbers to any CVs or other descriptions where additional substantiating information on the referenced information is provided in the proposal.

Point-Rated Evaluation Criteria

- Proposals meeting all Mandatory Evaluation Criteria will be further evaluated against the following Point-Rated Evaluation Criteria, using the evaluation factors and weighting indicators specified below.
- Bidders must meet a minimum pass mark of 60% on the entire Point-Rated Evaluation Criteria. Each Bidder that does not meet the minimum required scores will be deemed non-compliant and will not proceed in the evaluation process. Each Bidder will be evaluated separately against the Point-Rated criteria.
- Any additional information provided by Bidders will not be evaluated.

Each example **should** be in English and clearly provide:

1. A description of the overall objective of the project and target audience of the final deliverables.
2. The scope (number of deliverables, level of analysis, markets and sectors covered, etc.) and timeline of the project.
3. A list of any and all challenges or obstacles faced in delivering the project and how they were addressed; if applicable. It must also be clearly stated that no challenges/obstacles were faced in delivering the project if that was the case.
4. A description of how the recommendations, findings and next steps were synthesized and provided to clients.
5. A summary of project outcomes such as if the deliverables were met to the satisfaction of the client.

Point-Rated Requirements		Minimum Pass Points	Maximum Points
PR1	Experience of the Bidder	N/A	70
PR2	Understanding of Requirement	N/A	40
PR3	Provision of Personnel	N/A	20
PR4	Management Approach	N/A	20
Total Points		90	150

Point-Rated Evaluation Criteria	Maximum Points
<p>PR1 Experience of the Bidder</p> <p>The Bidder should provide two (2) projects demonstrating experience working on an agricultural and/or food promotion marketing campaign where the Bidder provided strategic, creative and production execution within the last five (5) years preceding the bid closing date.</p> <p>For each project Bidders should provide:</p> <ul style="list-style-type: none"> - The context of the campaign; - The client; - Project objectives; - Audience; - Timing and specific challenges related to the initiative. <p>For each project, the Bidder should detail how the strategy was determined and provide a brief description of the strategy in relation to the following:</p> <ul style="list-style-type: none"> ▪ Creative approach – overall connection to objective, branding, media channel and audience; ▪ Understanding of target audience and tactics to create awareness/engagement; ▪ Performance related to budget, time and environment; ▪ Challenges and approach to resolve. <p>For each project, Bidders should provide a creative concept used for the campaign and how it was applied to three different creative marketing elements.</p> <p>Submission Requirements Page limit: Maximum four (4) pages (only the first four pages of the response will be evaluated).</p> <p>Scoring: The Bidder will receive up to 35 points for each example. Full points will be awarded if all the requested information is provided. Point reductions are based on the amount of requested information that is not provided.</p>	<p>70</p>

<p>PR2</p>	<p>Understanding of the Requirement</p> <p>Bidders <u>should</u> provide a comprehensive statement showing their understanding and vision for this project, as detailed in the Statement of Work.</p> <p>Bidders <u>should</u> address the following:</p> <ul style="list-style-type: none"> ▪ Overall strategy for addressing project objectives and reaching target audiences; ▪ The use of digital advertising to most effectively meet project objectives and reach the target audiences; ▪ The use of marketing activities to most effectively meet project objectives and reach the target audiences; ▪ Potential challenges of this project and describe solutions to overcome them. <p>Submission Requirements Page limit: Maximum four (4) pages (only the first four pages of the response will be evaluated).</p> <p>Scoring: The Bidder will receive up to 10 points for each of the above four (4) elements. Full points will be awarded if all the requested information is provided. Point reductions are based on the amount of requested information that is not provided.</p>	<p style="text-align: center;">40</p>
<p>PR3</p>	<p>Provision of Personnel</p> <p>The Bidder <u>should</u> describe its corporate and organizational structure proposed to deliver all the elements of the Statement of Work and explain all of the following:</p> <ul style="list-style-type: none"> ▪ Identify each team member working on the project and each individuals CV; ▪ Provide a description of the functions of the positions; ▪ Indicate which services will be delivered through internal resources and which, if any, will be delivered through subcontractors (include company names, if known); ▪ Describe how personnel absences will be managed and provide a Bidder’s organization chart. 	<p style="text-align: center;">20</p>

	<p>Submission Requirements Page limit: Maximum five (5) pages (only the first five pages of the response will be evaluated). Scoring: The Bidder will receive up to 5 points for each of the above four (4) elements. Full points will be awarded if all the requested information is provided. Point reductions are based on the amount of requested information that is not provided.</p>	
PR4	<p>Management Approach</p> <p>In order to demonstrate their management approach, Bidders should provide examples of two previous projects undertaken that detail all of the following:</p> <ul style="list-style-type: none"> ▪ How each project was managed from the development stage, through to execution, identifying how each budget was managed and how communication with the client occurred; ▪ How each project was adjusted to the changing environment or changing circumstances; ▪ How the project was managed in a manner that ensured appropriate oversight, coordination, flexibility and adaptation to the changing environment. <p>Submission Requirements Page limit: Maximum two (2) pages (only the first two pages of the response will be evaluated). Scoring: The Bidder will receive up to 10 points for each example. Full points will be awarded if all the requested information is provided. Point reductions are based on the amount of requested information that is not provided.</p>	20
POINT-RATED EVALUATION CRITERIA (MIN. TOTAL OF 90 POINTS)		150