RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada Address: 1341 Baseline Road, Ottawa ON Attn: Rhonda DiMarco Email: <u>rhonda.dimarco@agr.gc.ca</u>

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

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List of Annexes to the Resulting Contract:

ANNEX "A" – STATEMENT OF WORK

ANNEX "B" – BASIS OF PAYMENT

ANNEX "C" – EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL

PART 1 – GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation # 01B68-22-0056 it is divided into seven parts plus annexes and, attachments as follows :

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

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

1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Agriculture and Agri-Food Canada. It is intended to result in the award of one (1) contract from contract award to March 31, 2024.
- 1.2.2 The requirement is for a comprehensive overview of consumer trends in the food sector and their implications, with a goal of informing and engaging the agriculture and food sector in order to increase the sector's awareness and alignment with evolving consumer behaviou rs and expectations.

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: <u>http://www.ccra-adrc.gc.ca/sitemap-e.html#tax</u>.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

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

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

Delete: 60 days

Insert: 120 days

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

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

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

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

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 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 <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Identified User(s) will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - iii. Requests for Further Information: If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. Verify any or all information provided by the Bidder in its bid; or
 - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. Mandatory Technical Criteria :

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

b. Point-Rated Technical Criteria:

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

i. A Technical Proposal Score (out of 90 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score	x 90 =	Final Score
Maximum Score Attainable		90% of Bidders Calculated Score

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

130	× 00 -	Final Score
150	x 90 =	77.99 out of 90

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

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

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

4.3 Financial Evaluation

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

In the Financial Proposal, the Bidder shall provide a firm all-inclusive price to provide the services requested in accordance with the Scope of Work and Deliverables as identified in **Annex "A**".

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 **<u>\$200,000.00 CAD</u>**. 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 42 points overall for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 90% for the technical merit and 10% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 90%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$125.00.

Technical Score x Ratio (90)+ Lowest Price x Ratio (10)= Combined ScoreMax PointsBidder's Price

Example of Method of Selection:

Highest Combined Rating Technical Merit (90%) and Price (10%)				
Calculation	Technical Points	Price Points	Total Points	
Proposal 1 - Tech = 88/100 - Price = \$200.00	<u>88 x 90</u> = 79.2 100	$\frac{*125 \times 10}{200} = 6.25$	= 85.45	
Proposal 2 - Tech = 82/100 - Price - \$130.00	<u>82 x 90</u> = 73.8 100	$\frac{125 \times 10}{130} = 9.62$	= 83.42	

Proposal 3 - Tech = 76/100 - Price = \$125.00*	<u>76 x 90</u> = 68.4 100	<u>125 x 10</u> = 10 125	= 78.4
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 85.45			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity</u> <u>Regime</u> website (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), 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 <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date

5.2.7 JOINT VENTURES

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

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

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

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

____ Incorporated joint venture

_____ Limited partnership joint venture

_____ Partnership joint venture

_____ Contractual joint venture

___ 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 <u>Ineligibility</u> <u>and Suspension Policy</u>.
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a

determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*;
 - 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 <u>Declaration form for procurement</u>.
- 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 6 – SECURITY

There is no Security component associated with this requirement.

PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 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

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: Rhonda DiMarco Title: Senior Contracting Specialist Organization: Professional Services Contracting Unit, Agriculture and Agri-Food Canada Address: 1341 Baseline Road, Ottawa ON K1A 0C5 E-mail address: rhonda.dimarco@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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditures

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

to a limitation of expenditure of <u>\$200,000.00</u> 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 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

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:

The cost for this contract will be paid out in two dispersals. 60% will be dispersed upon the delivery of the key findings, draft full report and the five to eight webinars, to the satisfaction of AAFC. The remaining 40% will be dispersed once the final report, three deep dive mini-reports, and the three to four webinars and presentations including any subsequent revisions/clarifications, to the satisfaction of AAFC.

7.7.3 Electronic Payment of Invoices – Contract

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

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

7.8 Invoicing Instructions

a. The Contractor must submit invoices in accordance with the information required in the General Conditions.

- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

The Contractor will submit invoices on its own form, which will include:

- (i) The date;
- (ii) The Contractor name and address;
- (iii) The Destination (name and address of the client department);
- (iv) Contract serial number; 01B68-22-0056
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work;

(vii) The amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 **Priority of Documents**

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

(a) the Articles of Agreement;

(b) the general conditions 2035 (2022-05-12), General Conditions - Higher Complexity - Services;

- (c) 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 Basis for Canada's Ownership of Intellectual Property

In this section of the RFP,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

7.13 Foreign Nationals

(the applicable clause will be inserted at the time of contract award)

SACC Manual clause <u>A2000C</u> (_____) Foreign Nationals (Foreign Contractor) SACC Manual clause <u>A2001C</u> (_____) Foreign Nationals (Canadian Contractor)

7.14 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.

7.15 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 "<u>Dispute Resolution</u>".

ANNEX "A" STATEMENT OF WORK

1. Title

Statement of Work for Contract for Industry Implications of Evolving Consumer Behaviour AgriCommunication Initiative Stream 2

2. Background

Agriculture and Agri-Food Canada's (AAFC) AgriCommunication Initiative (Stream 2) is to inform and engage with agriculture and agri-food producers about the evolving expectations and behaviours of Canadian and foreign consumers, particularly as it relates to sustainable agriculture. This is to support the overall objective of AgriCommunication, which is to increase Canadians' connection to and confidence in the Canadian agriculture and agri-food sector.

Sustainable agriculture has been defined as a priority for the federal government. In November 2021, Federal-provincial-territorial ministers released the Guelph Statement which set a vision of Canada being recognized as a world leader in sustainable agriculture and agri-food production. Additionally, the 2021 Minister of AAFC Mandate Letter outlined a commitment to 'develop the next agricultural policy framework to continue to support the sustainable economic growth of the agriculture and agri-food sector, ensuring climate action and resilience are core to the framework.'

At the same time, consumers have become increasingly aware and interested in the sustainability and other aspects of the food that they buy, both developing new and amplifying existing trends. These trends can provide potential opportunities as well as risks for the agriculture and agri-food sector as it aims to ensure and increase its competiveness.

3. Objectives

We are seeking to carry out a Request for Proposals (RFP) and select a bid from a consultant/consulting firm that would result in a comprehensive overview of consumer trends in the food sector and their implications, with a goal of informing and engaging the agriculture and food sector in order to increase the sector's awareness and alignment with evolving consumer behaviours and expectations.

The contract would primarily focus on, but not exclusively, sustainable agriculture trends. Sustainable agriculture refers to agricultural practices that not only meet current market or societal needs, but also take into account present and future environmental (i.e., climate change, packaging and waste, biodiversity), social (i.e., public trust, labour, animal welfare), and economic (i.e., local food systems) impacts.

This contract aims to support both government and industry stakeholders in understanding why and how consumer behaviour, demand, and expectations evolve over time in the medium-term and to what extent these consumer trends will potentially impact the agriculture and agri-food sectors. This will support ongoing dialogue within and between governments and industry on how to best position the sector to respond to these trends. As such, the deliverables from this contract will be used to inform discussions and sessions with industry stakeholders.

4. Scope of Work

The consultant will be expected to do the following when answering the questions below:

- Conduct market intelligence and research and analysis of existing data and statistic, and when applicable and possible, in-house datasets owned or accessible to contractor;
- Conduct review of literature, industry and corporate reports, and existing Public Opinion Research to better understand the mechanisms and factors;
- Use quantitative data analytics, econometrics and/or statistics to buttress the above analysis;
- Utilize comparative case studies to highlight differences and similarities;
- Leverage their existing networks, experience and expertise to provide assessments and;
- Engage and discuss with industry stakeholders in food processing, wholesale, foodservice distribution, and retail to gather intelligence and insights on trends and implications.

To ensure the deliverables builds upon the existing products currently available, the consultant must also clearly outline in the proposal the type of data (loyalty data, scanner data, other types of panel data, Public Opinion Research) they will use and how it will be used to answer the questions. Additionally, the consultant should also clearly outline the type of stakeholders, subject-matter-experts, and other key informants that they will engage to acquire market intelligence and insights to answer questions.

By doing so, the consultant will look widely at consumer trends that have significant impact on a majority of the agriculture and agri-food supply chain, with implications from primary agriculture producers to the grocery retail sector. To scope the trends, it is expected that the stakeholder will leverage engagement with industry stakeholders across the food supply chain to understand emerging trends of significance.

Scoping of Trends:

- a) What are four to six domestic consumer and market trends that will have longstanding presence in the next five to ten years, particularly but not exclusively related to sustainability as defined in Section 3.0?
 - i. Given the number of potential trends, the consultant should scope trends based off their potential economic implications, behaviour change, and policy consequences.

Analysis of Trends and their Drivers:

b) For each trend scoped above, what are the drivers that may determine the extent to which these trends will have significant implications for the Canadian agriculture and agrifood sector? How do these drivers qualitatively affect each trend?

Potential drivers may include, but are not limited to:

- ii. Length, intensity and popularity of trend
- iii. Perceptions and sources of information
- iv. Retailer, processor, and wholesaler responses to trend
- v. Consumer demographics and socioeconomic characteristics
- vi. Other drivers

Implications:

- c) What are the longer-term implications of each of the trends scoped above and their drivers for the Canadian agriculture and agri-food supply chain?
 - i. Economic, social, and environmental implications
 - ii. Potential market opportunities and risks
 - iii. Potential gaps, challenges, and pinch-points across segments of the food supply chain (primary agriculture to grocery retail) in responding to this trend

d) What can the Canadian government and sector learn from other countries?

Considerations:

- e) What are some considerations or potential next steps for government and industry to address the implications, gaps/challenges, and risks to ensure that the sector is ready as possible to respond to evolving trends?
 - i. Key considerations and for specific commodity groups when appropriate and/or relevant

5. Deliverables and Schedule

This project will have a number of deliverables.

- I. The information and analysis outlined above will be provided in the following in chronological order: a preliminary document that outlines the key findings, a draft full report, and a final report (approx. 50 – 100 pages) which includes an executive summary, and detailed annex that outlines the framework above to formulate findings. These deliverables will be used to inform discussions on the gaps between consumer expectations and industry efforts to meet them.
- II. After the preliminary findings of the consultant's work above is completed and shared with AAFC staff, the consultant will deliver five to eight webinars (to be recorded) with stakeholders from the agriculture and agri-food sector to disseminate findings. AAFC will be responsible to identify and develop the list of potential invitees.
- III. In addition to II, the consultant will present the overall findings to different industry stakeholder venues and fora. Based upon their feedback, the consultant will undertake to develop "Deep Dives" into three themes or challenges prioritized during these discussions. These deep dives will be explored in a mini-report for each (approx. 20 pages). For each of these mini-reports, These mini-reports will be presented and discussed through three to four webinars or presentations on specific themes at these venues. AAFC will identify the audiences and venues, as well as support the coordination of these sessions.

Time Frame	Deliverable
By October 31 2022	Draft Outline
By January 31 2023	Preliminary Key Findings
By March 31 2023	Draft Report and associated PowerPoint for the webinars
By March 31 2023	Five to eight Webinars and Presentations
By June 30 2023	Final report
By September 30 2023	Three Deep Dive mini-reports
By December 30 2023	Three to four Webinars and Presentations

6. Language of Work

Language of work is English and French. The final Report must be in English and French

7. Location of Work and Travel

The work will take place exclusively at the contractor's location.

AAFC will not be responsible for any travel and/or living expenses.

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.

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.

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

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.

The cost for this contract will be paid out in two dispersals. 60% will be dispersed upon the delivery of the key findings, draft full report and the five to eight webinars, to the satisfaction of AAFC. The remaining 40% will be dispersed once the final report, three deep dive mini-reports, and the three to four webinars and presentations including any subsequent revisions/clarifications, to the satisfaction of AAFC.

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:

Technical Proposal	=	90%
Financial Proposal	=	10%
Overall Proposal	=	100%

1.5 **To be considered Responsive, a Proposal must:**

1- Meet all the mandatory requirements specified in section 2.0 below;

2- Achieve the minimum passing score (70%) identified overall in rated criteria.

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

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

Technical Proposal rated requirements (90%) and the **Financial Proposal** rated requirements (10%) will be selected as the successful Proposal.

<u>Technical Score x Ratio (90)</u> + <u>Lowest Price x Ratio (10)</u> = Combined Score Max Points Bidder's Price

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) <u>excluded</u>, FOB destination for goods/services, Customs Duties and Excise Taxes <u>included</u>.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the 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 <u>highest technical score</u> will be considered the successful proposal.

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The Proposer must include the necessary documentation to demonstrate this compliance.

Mandatory Technical Criteria			
Number	Mandatory Technical Criteria	Met	Not Met
MT1	The bidder must provide CVs for all proposed project team members.		

3.0 POINT RATED REQUIREMENTS

Only those proposals which first meet the Mandatory Requirement will be considered in the second stage of the evaluation, the Point Rated Technical Evaluation.

To be considered compliant, bidders must obtain a minimum total passing mark of 42 for the point rated criteria of the Technical Evaluation. The rating is performed on a scale of 60 points. Proposals scoring less than 42 points overall for the point rated criteria of the Technical Evaluation will not be given further consideration.

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.

General statements should be avoided. These do not provide details which can be compared to the description of the requirement and therefore evaluated as to their relevancy in fulfilling the requirement, as detailed in the SOW.

Point Rated Technical Criteria Scores			
	Description	Page No.	Max Points
RT1	 The Bidder <u>SHOULD</u> provide descriptions of three (3) projects, contracts or work experience completed since <u>January 2015</u>. These may include academic papers, reports or presentations that demonstrate understanding of changing consumer trends (see below for definition) and how they lead to concrete medium-term impacts to industries, ideally the Canadian food industry (agriculture, food and beverage processing, food and beverage retailers and stores) <u>Consumer trends include</u> medium-term and lasting changes in consumer behaviours, preferences, expectations, or sentiments, or similar lasting industry demand-side changes. For each example, Bidders <u>SHOULD</u> provide: a project description; name of the client or employer [alternatively, if the client's/employer's name is withheld for confidentiality purposes, provide a description of the type of client, e.g., government agency, food processing or food retail firm, etc.]; the duration and completion date of the project's relevance to consumer trends as defined above and their impacts; 		15

members on the project, focusing on the following tasks:	
- data collection	
- data analysis	
- report writing	
- preparing a PowerPoint presentation	
Each of the criteria outlined below that are met will receive 1 point (0 points if not met) up to a total of 5 points per project . The total score for RT1 will be the sum of the individual scores for the three projects . A maximum of 15 points in total will be attributed under this criterion:	
 Project is focused on Canadian agriculture, food and beverage processing, and food and beverage retail sectors– 1 point; 	
Focuses on Canada, as opposed to foreign countries – 1 point;	
 Covers the industry as a whole, as opposed to one or several subsectors - 1 point; 	
 Demonstrates the ability to rigorously scope trends in consumer trends (see definition above)– 1 point 	
Focuses on at least one of the following relevant issues- 1 point:	
 analysis of what drives and affects consumer trends (see definition above) over the medium-term; 	
 analysis of impacts on industry resulting from changing consumer trends (see definition above); 	

 analysis of government policy implications and industry considerations from the analysis and findings. Only a maximum of three (3) projects/examples will be evaluated. If 	
more than three (3) are submitted, only the first three (3) as they appear in the proposal will be evaluated.	

	Description	Page No.	Max Points
RT2	 The Bidder <u>SHOULD</u> identify the principle researcher and proposed project team and how they meet the following: 1. Each individual's number of years of professional experience in conducting research on consumer trends (see definition below) and analyzing the impacts of these trends on industries; 		10
	<u>Consumer trends</u> <u>include</u> medium-term and lasting changes in consumer behaviours, preferences, expectations, or sentiments, or similar lasting industry demand-side changes.		
	 descriptions of the years of professional experience in conducting research on consumer trends (see definition above) and analyzing their impacts of the industry as a whole; 		
	 the amount of time that they will spend working on the current project; and, 		
	4. indicate the work that the proposed resource will perform on		

B – Time spent working on the project: The evaluation of time spent working on the project will be calculated as the total number of hours worked by each proposed resource on the project, divided by the total number of hours worked on the project by all proposed team members:	
Ti = Proposed resource time spent working on the project / Total hours worked on the project by all proposed team members For each proposed resource, evaluators will calculate the product of the time spent working on the project (Ti) by the number of points awarded for years of experience (Ei):	
Total points for each resource = $Ti \times Ei$	
The total score for this criterion will be the sum of the points for all the proposed resources (total 5 points maximum).	
<u>Example:</u> 3 team members, Team member 1 has 4 years of experience and works 80% of the total number of hours in the project; team members 2 and 3 have more than 10 years of experience and each work 10% of the hours of the project.	
Experience: E1 = 4 points (4 years of experience) E2 = 10 points (over 10 years of experience)	
E3 = 10 points (over 10 years of experience) Time spent on the project:	
The spent on the project. T1 = 0.8 (80% of the hours worked of the project) T2 = 0.1 (10% of the hours worked on the project)	
T3 = 0.1 (10% of the hours worked on the project) Total points of each team	

member: Team member $1 = 0.8 \times 4 = 3.2$ points Team member $2 = 0.1 \times 10 = 1$ point Team member $3 = 0.1 \times 10 = 1$ point	
Total points for RT2 = 3.2 + 0.1 + 0.1 = 3.4 points	

	Description	Page No.	Max points
RT3	Bidders must provide a preliminary work plan that explains in clear detail how the Bidder will rigorously scope consumer trends (see definition below), explore the various factors that drive these trends, and analyze the potential impacts on the Canadian agriculture, food and beverage processing, and food and beverage retail sectors. The workplan must also describe proposed project timelines, project risks		30
	and mitigation strategy, and description for how webinars will be carried out.		
	<u>Consumer trends</u> include medium-term and lasting changes in consumer behaviours, preferences, expectations, or sentiments, or similar lasting industry demand-side changes.		
	Workplan must include the following:		
	Preliminary Methodology;		
	 Proposed literature review (5) 		
	 Description and Rationale for Proposed Quantitative Data sources and information (5) 		

 Description and Rationale for Proposed Qualitative Data sources and contacts for market intelligence (5)
 Project Timelines and Critical Path (5)
 Project Risks/Challenges and Mitigation Strategy (5)
 Description for Webinars (5)
Evaluators will rate each element of the Bidder's workplan based on the criteria below (up to 5 points for each element for a total of up to 30)
Rating Scale Guide:
5 - Clearly written and succinct description that goes beyond suggestions in the Statement of Work, and outlines additional or innovative means to accomplishing the work.
4 - Good comprehension of requirements. Well-written process contains small weaknesses, but should not compromise the project.
3 - Satisfactory comprehension of requirements, though some weaknesses may be present.
2 - Weak comprehension of requirements, but may be improved to be satisfactory. Project understanding requires clarification due to some repeating or paraphrasing of RFP content.
1 - Poor comprehension and/or meets few project requirements. Poor communication of understanding of the project requirements. Significant repeating or paraphrasing of RFP content.
0 - Lack of comprehension and does not meet requirements. No indication of understanding of the project requirements due to copying of RFP text.

	Description	Page No.	Max Points
RT4	Bidders SHOULD select and provide an overview of one significant change or trend in the Canadian food consumer in the last ten years, including a paragraph on what drove this change and another paragraph on what impacts this change had for the Canadian food industry in the last ten years.		5
	Consumer trends include medium-term and lasting changes in consumer behaviours, preferences, expectations, or sentiments, or similar lasting industry demand-side changes.		
	Overview should be no more than two pages. If more than two pages, only first two pages will be assessed.		
	Evaluators will attribute up to 5 points based on the following criteria:		
	 Focus on the Canadian agriculture, food and beverage processing, and food and beverage retail		
	 Clear and convincing explanation of what drove these changes– 1 point; 		
	• Clear and convincing analysis of impacts on industry – 1 point;		
	• Accuracy, i.e., the facts discussed are correct – 1 point;		
	• Clarity of text, i.e., ideas organized in a logical order – 1 point.		
	Evaluators will assess each of the above criteria on a pass orfail basis , Partial points will not be awarded for any of the individual criteria.		

	Total Score
TOTAL FOR ALL THE POINT RATED TECHNICAL CRITERIA	<u>/ 60</u> minimum 42 points (70%)