Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada

RETURN BIDS TO:
Agriculture and Agri-Food Canada

Address:

Attention:

Email: aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

REQUEST FOR PROPOSAL

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

Comments:

Vendor/Firm Name and Address:

Issuing Office
Agriculture and Agri-Food Canada

Title: Consultant services to perform a needs assessment and feasibility study - Vineland Station	
Solicitation Number 01B46-22-129	Date of solicitation: 2022-11-01
Solicitation Closes: At: 2:00PM On: 2022-12-12	Time Zone: EST
Address Enquiries to: Name: Carol Rahal Email: carol.rahal@agr.gc.ca	
Telephone Number: 418-928-1059	FAX Number:
Destination of Goods, Services and Construction: 4902 VICTORIA AVENUE NORTH Vineland Station ON L0R 2E0 Canada	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Delivery required: 2023-03-31	Delivery offered:
Vendor/Firm Name and Address:	
Name and title of person authorized to sign on behalf of vendor/firm (type or print)	
Signature Date	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

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

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

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

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

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

The Annexes include the Statement of Work, the Basis of Payment, Point rated technical evaluation criteria and Integrity form.

1.2 Summary

The Consultant will perform a needs assessment and feasibility study which will compare the program requirements and goals with what is physically possible due to the building capability and spatially feasibility. The consultant shall gather sufficient information on the scientific program needs in order to understand AAFC functional and operational requirements and become familiar with the building and its ability to support the research. From the information gathering and analysis the consultant will outline if the research can be adequately performed at Vineland Station. The consultant will also highlight key components that can only be performed at the Vineland Station and those components which could relocate to another centre if required. Finally, if upgrades to Vineland Station are required to make the facility compliant with the functional and space needs the consultant shall outline the work required and estimate the associated costs.

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 or by telephone.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20):

Delete “Public Works and Government Services Canada”
Insert “Agriculture and Agri-Food Canada”.

Delete “PWGSC”
Insert “AAFC”.

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

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

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

2.2 Submission of Bids

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

Bids will only be received electronically.

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 5 (five) 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 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Section I: Technical Bid

The Technical Proposal should demonstrate how the Bidder will meet the requirements of the Evaluation Procedures and Basis of Selection (Part 4).

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

The bidder must complete and sign Annex B (Basis of Payment)
.
Prices shall not appear in any area of the proposal except in the Financial Proposal.

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

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial and technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Point rated technical evaluation criteria are included in Annex C.

4.2 Basis of Selection

The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

To be declared responsive, a bid must:

a. comply with all the requirements of the bid solicitation; and

b. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

Bids not meeting a) and b) will be declared non-responsive.

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 as follow:

Technical Proposal = 80%
Financial Proposal = 20%
Overall Proposal = 100%

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 %.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Formula:

$$\frac{\textit{Technical Score x Ratio (80)}}{\textit{Max Points}} + \frac{\textit{*Lowest Price x Ratio (20)}}{\textit{Bidder's Price}} = \textit{Overall Score}$$

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.

Example:

Highest Combined Rating Technical Merit (80%) and Price (20%)			
Calculation	***Technical Points***	***Price Points***	***Total Points***
Proposal 1 - Tech = 88/100 - Price = $60,000	$\frac{88 \times 80}{100} = 70.4$	$\frac{*\$50K \times 20}{\$60K} = 16.6$	= 87.0
Proposal 2 - Tech = 86/100 - Price - $52,000	$\frac{86 \times 80}{100} = 68.8$	$\frac{*\$50K \times 20}{\$52K} = 19.2$	= 88.0
Proposal 3 - Tech = 76/100 - Price = $50,000	$\frac{76 \times 80}{100} = 60.8$	$\frac{*\$50K \times 20}{\$50K} = 20.0$	= 80.8
** Represents the lowest priced proposal* *Bidder 2 is successful with the highest combined rating of 88.0*			

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 website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process. **(Annex D, integrity form to fill out)**

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's

representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

No security requirement is need it.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-0512), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 17, 2023 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carol Rahal
Title: Procurement Officer
Agriculture and Agri-Food Canada
Address: 2001 Robert-Bourassa, Montréal, Québec, H3A 3N2
Telephone: (418) 928-1059
E-mail address : carol.rahal@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

The Project Authority for the Contract is:
(will be provided at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: _____

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

7.5.3 Contractor's Representative

The Contractor’s Representative for the Contract is:
(will be provided at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: _____

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

AAFC will make milestone payments in accordance with the Schedule of Milestones detailed below if:

- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.1 Terms of Payment

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone	Description or Deliverable	Percentage of payment	Due Date or Delivery
1-Completion of “Gather Information” activities”	Site Visit and Information Sessions	25%	February 15, 2023
2-Acceptance of Final Report	Final report	75%	March 31, 2023

7.7.2 Electronic Payment of Invoices – Contract

The Contractor agrees to receive payment through direct deposit to a financial institution. Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at: www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment.
Serena.ward@agr.gc.ca

b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled “Authorities" of the Contract.
Carol.rahal@agr.gc.ca

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) 2035 (2022-0512), General Conditions
(c) Annex A, Statement of Work
(d) Annex B, Basis of Payment;
(e) Annex C, Point Rated Technical Evaluation
(f) Annex D, Integrity Form
(g) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Dispute Resolution

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

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

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

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

ANNEX "A"

STATEMENT OF WORK

Statement of work for Consultant Services

Project Overview:
Agriculture and Agri-Food Canada (AAFC) has a network of 20 research and development centres across Canada. The London Research and Development Centre (London RDC) located in London, Ontario was established in 1951. London RDC has a large laboratory complex, office wing, insect rearing facility, greenhouses and pesticide handling facilities along with other farm related buildings. The London RDC also has two associated satellite locations - the Jordan Research Farm and the Vineland Station.

The research space for the Vineland Station is leased from the Vineland Research and Innovation Centre (VRIC). The VRIC is a not-for-profit international center of excellence in research for the commercialization of horticultural production systems and pest management. The leased space supports 27 full-time AAFC employees and a fluctuating number of students (up to 20). The full-time employee complement includes 2 corporate management employees and 25 scientific researchers working on the Horticulture Research Program as well as the Pest Management Centre (PMC) Minor Use Pesticide Program. Associated field work, equipment and pesticide storage are housed at the Jordan Research Farm which is owned by AAFC. The current AAFC leased space at VRIC includes a mixture of office space, file and freezer storage, analytical laboratories and access to greenhouse space.

The facility at Vineland Station was built in 1967 and has had minimal capital investments since it's inception. Some investments have been made in the facility to meet minimum building, health and safety codes, and to maintain infrastructure in order to extend its useful life however no major capital investments have been made. As such the AAFC-leased portion may not be meeting the current and future requirements of the science being conducted at that site. Additional information on the AAFC research groups can be found in the appendix.

The main objective of this project is to undertake a needs assessment study which will understand the functional and operational requirements of the AAFC research groups housed at the Vineland station. Those functional and operational requirements will be compared to the existing infrastructure at Vineland and a report compiled of how the existing infrastructure supports the functional and operational requirements.

Required Services:

The Consultant will perform a needs assessment and feasibility study which will compare the program requirements and goals with what is physically possible due to the building capability and spatially feasibility. The consultant shall gather sufficient information on the scientific program needs in order to understand AAFC functional and operational requirements and become familiar with the building and its ability to support the research. From the information gathering and analysis the consultant will outline if the research can be adequately performed at Vineland Station. The consultant will also highlight key components that can only be performed at the Vineland Station and those components which could relocate to another centre if required. Finally, if upgrades to Vineland Station are required to make the facility compliant

with the functional and space needs the consultant shall outline the work required and estimate the associated costs.

It is proposed that if any investments related to laboratory modifications are required that they would be modular, allowing for transport or re-purpose should lease requirements change over time. The review shall consider the existing greenhouse space to determine if it meets AAFC needs or if new greenhouse space is required for the research work.

The overall information gathering and subsequent analysis will allow AAFC to determine the most appropriate path forward to ensure the scientific capacity is modernized, while keeping infrastructure costs at a minimum.

In general the tasks will include, but are not limited to;

- Meet (virtually) with AAFC Project team to establish and document the project objectives, expectations and outline the anticipated information gathering activities
- **Gather information** on the functional and spatial requirements of the AAFC researchers housed at Vineland Station. The Consultant shall consider and undertake the following:
    - Visit the Vineland Station, with AAFC, to better understand the state of the infrastructure (visual inspection only)
    - information gathering sessions with employees or focus group sessions (assume 5 sessions),
        - identify key or critical components that must stay at Vineland Station (e.g. field work)
    - staffing plans (current/future);
    - Open vs. enclosed vs. remote workspaces
    - Special purpose spaces
    - Support space;
    - Storage requirements;
    - The volume of activity planned for specific facility components, such as:
        - Throughput (amount of material put through experimentation, analysis);
        - Flow patterns (proximity /circulation)
    - Identify which components of scientific work can only be carried out at Vineland Station and those components of work that could potentially be carried out elsewhere
- Develop **room data sheets** which shall include the following as a minimum:
    - General requirements: description, size, location, special requirements;
    - Architectural requirements: walls, floor, ceiling, doors, windows, millwork specialties, signage;
    - Furniture requirements / recommendations
    - Mechanical requirements;
    - Electrical requirements: power, lighting;
    - Audio-Visual;
    - Acoustical
    - Communication requirements; and
    - Security requirements.

- Review Building Condition Report and other information related to state of infrastructure at the Vineland Station. From this information prepare a **Building Capability Recommendation** which assesses how well the building(s) meets AAFC requirements, and make recommendations to suit. The building capability recommendations shall comment on the capability of the existing building infrastructure and systems including architectural, interior design, mechanical, electrical, structural, conveying system, communication/data, and security, to determine how effectively the building(s) meets AAFC requirements.
- Prepare an estimate on any costs associated with upgrades or renovations that would be needed at the Vineland Station
    - Class 'D' Estimate (Elemental Cost Analysis)
    - Class 'D' estimate shall isolate and show separately the cost of base building costs vs office and laboratory fit up costs

Consultant Access to the Site

The facilities can be viewed between 07:30 and 16:30 during government work days. The consultant must provide a written request, at least three (3) business days before access to the facility is required. The opportunity to stay after business hours may be negotiated with AAFC once the contract is awarded.

Facility personnel can be available for interview between 08:30 and 15:00 during government work days. Interviews with AAFC personnel are scheduled for an estimated time with an agenda presented. The consultant must provide at least three (3) business days before interview is required.

Language Requirements

Services and deliverables can be provided in English only

Schedule

The final deliverable is to be complete by March 31, 2023.

Existing Documentation

The following documentation will be made available to the Consultant:

- Information on the research programs carried out Vineland Station
- Building Condition Report for Vineland (2006)
- Other information as identified by consultant

Deliverables

A detailed report which contains at a minimum:

- Summary of information gathered on each research group.
- Functional requirements explained via room data sheets
- Building capability report showing a comparison of functional requirements to building capabilities
- Outline of modifications that would be needed at Vineland Station to fully support functional and spatial requirements for the scientific research.
- Cost Estimate for any modifications required to Vineland Station

Appendix A-1:

Background information on Pest Management Centre (PMC):

The PMC works with growers, provincial representatives, manufacturers and colleagues from the U.S. IR-4 Specialty Crops program to establish grower-selected crop/pest priorities for minor and specialty crops and match them with potential solutions. PMC then conducts field and greenhouse trials and laboratory analysis to generate the required data, including efficacy, crop tolerance and pesticide residue, before drafting regulatory submissions to Health Canada's Pest Management Regulatory Agency for registration of new minor uses of pesticides. PMC headquarters is located in Ottawa, with field research teams at seven RDC's across Canada, including Vineland Station. The PMC Residue Chemistry Laboratory conducts analysis of samples collected from pesticide residue trials to determine the pesticide residue levels in the crops.

The AAFC staff at the Vineland Station includes a field research team, an analytical laboratory as well as a project lead that reports to AAFC Ottawa. Overall there are 8 full-time PMC employees and up to 6 students (2 of which are year-round).

Off-site work and storage of equipment and pesticide storage at the Jordan Farm.

PMC and the teams at the centres are recognized by the Standards Council of Canada as being compliant with Organization of Economic Co-operation and Development (OECD) Good Laboratory Practices (GLP). Compliance with the principles of GLP is a mandatory requirement for pesticide regulatory agencies for the submission of pesticide residue data. The GLP accreditation can add specific requirements with regards to building space and the equipment/facilities, eg., walk-in freezers maintained <-18ºC with controlled access and temperature alarms; fireproof (ie very heavy/large) filing cabinets for data.

Information on the Jordan Research Farm

The Jordan Research Farm is located in the community of Jordan within the Town of Lincoln, ON. The facility is a satellite location to the London Research and Development Center (RDC) and focuses its research on three main areas: crop genomics and bio-products, protection and improvement of fruits and vegetable crops, and soil and water quality.

The Jordan RF consists of 10 buildings including the Pesticide Storage/Handling Building (Building 37) which is associated with the work done at Vineland Station. The Jordan Research Farm is situated on 32 hectares of land and receives potable water from the Town of Lincoln, ON.

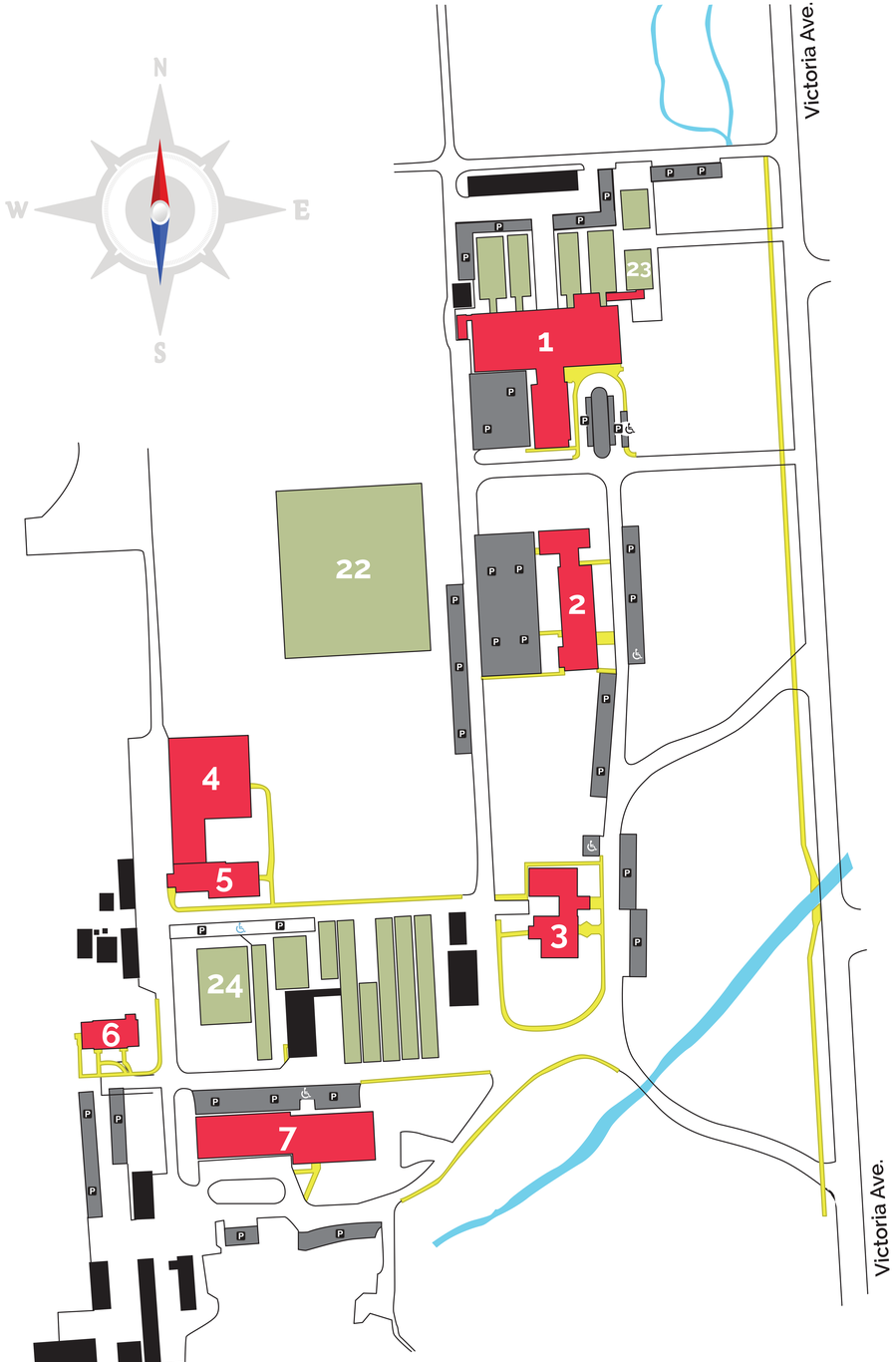
General Information on the Horticulture Research Group (Science and Technology Group):

The AAFC staff in the Horticultural group at the Vineland Station includes 10 full-time employees of which 5 are research scientists, each with their own technician. The group is also supported by 1 employee who is dedicated to greenhouse maintenance, 2 casual employees

who water in the greenhouse throughout the weekends and up to 10 students. A farm/greenhouse manager out of the Jordan Research Farm also provides support.

Each research scientist has an office and a lab. Shared lab space is also utilized by the group. The research completed by this group also requires access to environmental growth chambers, greenhouse space, header house, storage areas (coolers/freezers), autoclaves and various other pieces of equipment.

Outside of the laboratory, the AAFC employees utilize conference rooms and a shared lunchroom.

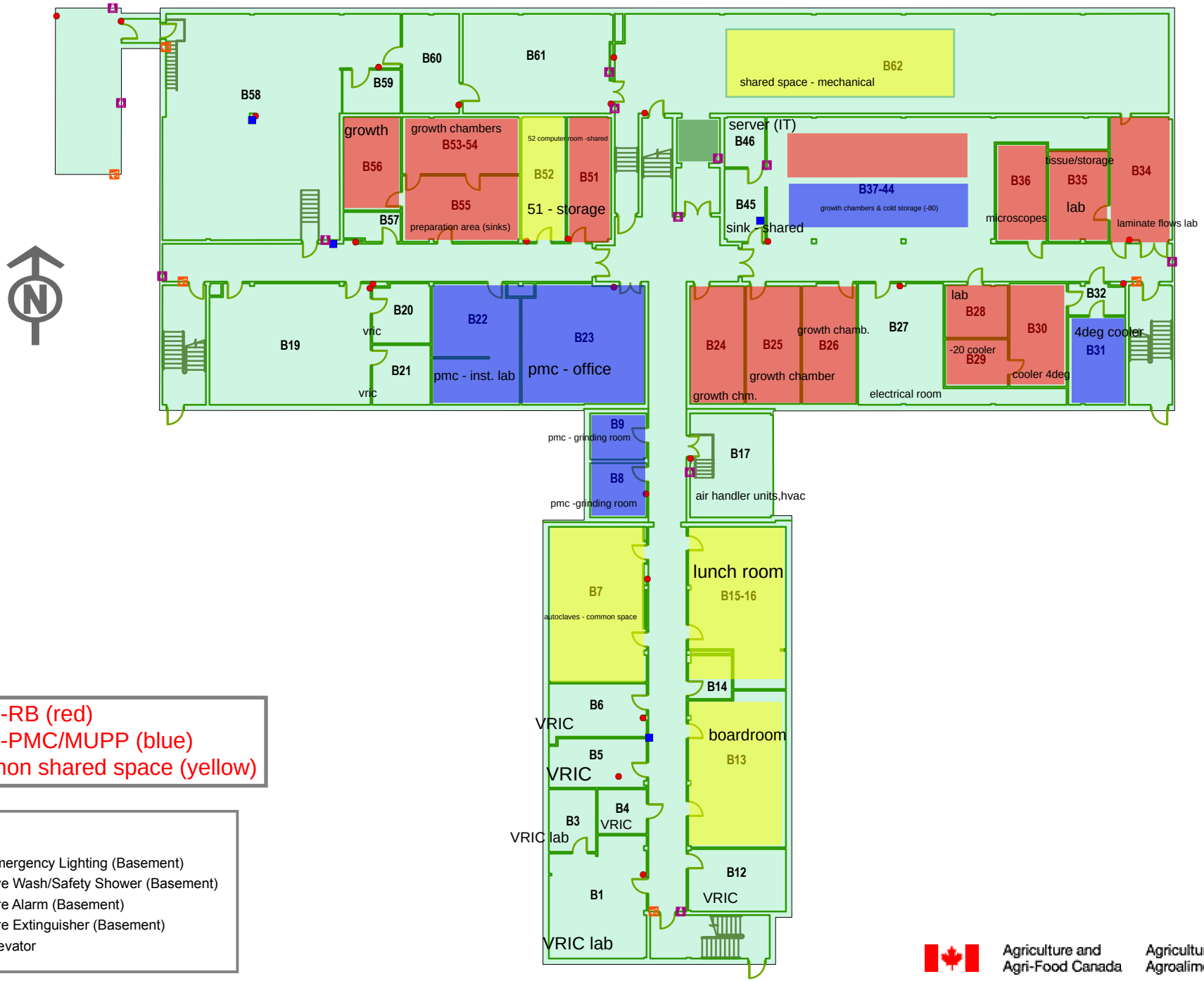


North Building	1
Vineland Administration Building	2
Province of Ontario Building	3
The Foreign Affair Winery	4
Horticultural Products Laboratory	5
Lodge Business Centre	6
Research Services Building	7

Main Greenhouse	22
North Greenhouse	23
South Greenhouse	24

Basement Plan

Vineland, Main Building



AAFC-RB (red)
AAFC-PMC/MUPP (blue)
Common shared space (yellow)

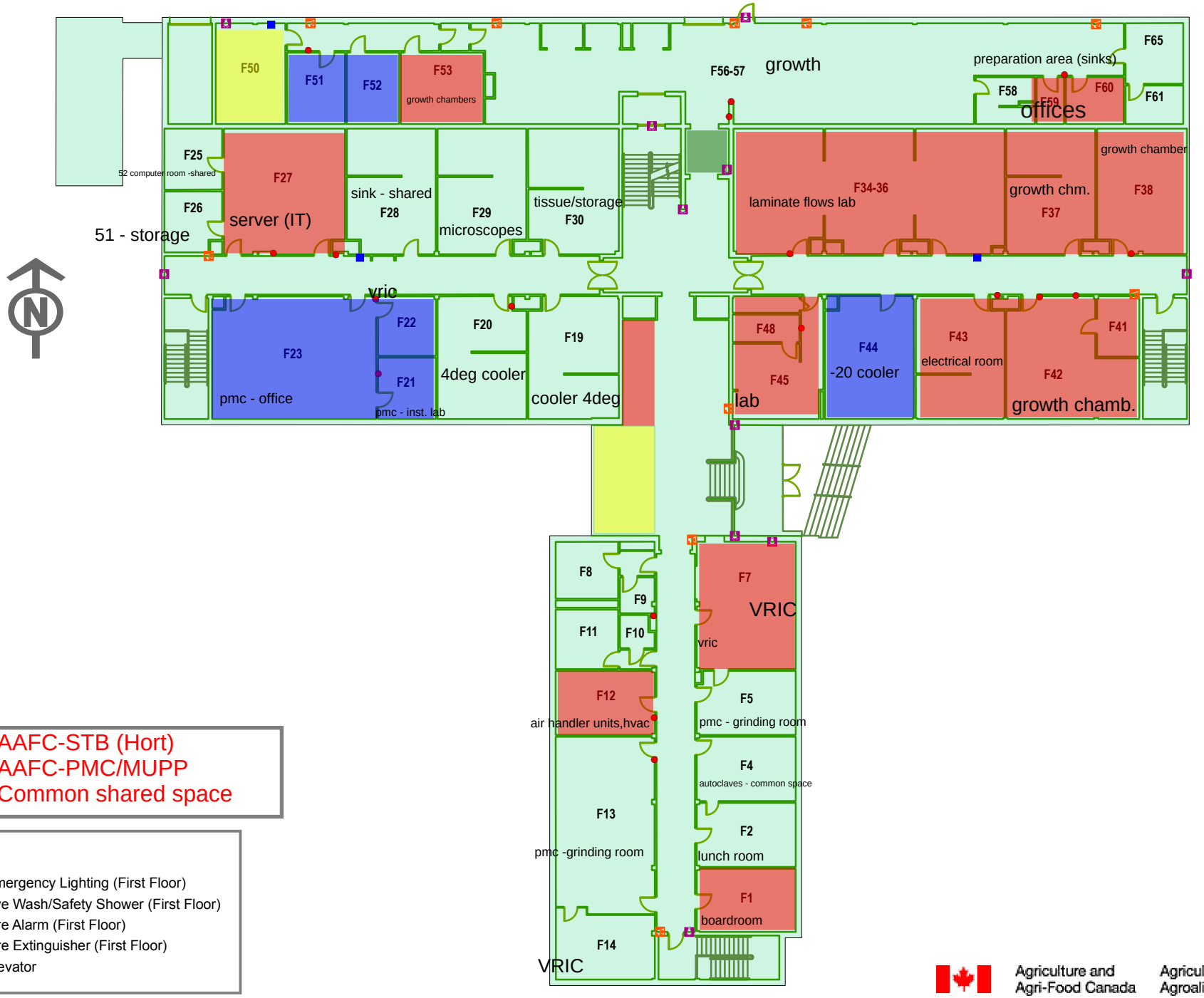
Legend

- Emergency Lighting (Basement)
- Eye Wash/Safety Shower (Basement)
- Fire Alarm (Basement)
- Fire Extinguisher (Basement)
- Elevator

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada

Main Floor Plan

Vineland, Main Building



AAFC-STB (Hort)
AAFC-PMC/MUPP
Common shared space

Legend

- Emergency Lighting (First Floor)
- Eye Wash/Safety Shower (First Floor)
- Fire Alarm (First Floor)
- Fire Extinguisher (First Floor)
- Elevator

Agriculture and Agri-Food Canada
Agriculture et Agroalimentaire Canada

ANNEX "B"

BASIS OF PAYMENT

BASIS OF PAYMENT

The Financial Proposal shall consist of one firm amount (all- inclusive)**.**

Assessment and feasibility study :

Price to exclude taxes
……

SIGNATURE:

Signed at _____the _____ day of the month of_____ 2021. (City/Province)

Name and address of the company: (Including postal code)

_____

_____

Name: _____

Position: _____

Signature:_____

ANNEX "C"

POINT RATED TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION 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.

Failure to obtain the required minimum **of 70 points overall** for the technical evaluation criteria will render the Proposal non-compliant and the Proposal will receive no further consideration.

1) Comprehension of the Scope of Services (MAXIMUM 30 POINTS)

1. *What we are looking for:*
A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.

2. *What the Offeror should provide:*
a) scope of services - detailed list of services;
b) summary of your proposed work plan, including a schedule
c) project management approach to working with AAFC (understanding of their management structures, Client environment, working with the government in general);

2) Technical Ability & Past Experience (MAXIMUM 40 POINTS)

1. *What we are looking for:*
Demonstration that over at least the past five (5) years, the Offeror has participated in a range of projects requiring a full scope of services in accordance with the Required Services. The Offeror's participation in these projects should have involved the scope of services listed in the Required Services section.

2. *What the Offeror should provide:*

A) A brief description of a minimum of three (3) similar projects completed / undertaken over the last five (5) years by the Offeror. The project descriptions should be a maximum of two (2) pages in length and include:

a. the names of key personnel (senior and project) who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
b. Indicate if any sub-consultants or partnerships were used to complete the project. Explain who they were and their respective roles & responsibilities;
c. the dates the services were provided for the listed projects;
d. Scope of services rendered, project objectives, constraints and deliverables and lessons learned; and
e. Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary

3) Project Personnel Expertise and Experience (MAXIMUM DE 20 POINTS)

1.What we are looking for:
A demonstration that the Offeror has personnel with the capability, capacity and expertise in scientific needs assessments as listed in the Required Services (RS) section

2. *What the Offeror should provide:*
a) a maximum of two (2) pages per key project personnel (those individuals involved with the majority of the work during the project) which outlines:
- a summarized C.V. that clearly indicates the years of experience the key project personnel has in the provision of the services specified in the Required Services (RS) section, the number of years of experience with the firm and descriptions of relevant work experience, and
- a description of the roles and responsibilities the project personnel will play during the project.

b) a paragraph on each of the other project personnel who will act in a supporting or back-up role to the key project personnel. The paragraph will contain basic information such as names, qualifications, years of experience and role during the project.

4) Team Approach / Management of Services (MAXIMUM 10 POINTS)

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.

2. *What the Offeror should provide:*
A description of:

a) Management and organization (reporting structure);
b) Quality control techniques and quality management techniques;
c) How the work will be coordinated between all required disciplines;

RATINGS SCALE :

10 points: Excellent Meets the desirable maximum that is considered useful.

9 points: Very Good Very well defined, very thorough. Substantially exceeds the desired minimum.

8 points: Good Lightly exceeds desirable minimum. Satisfactory details. Sufficiently defined.

7 points: Acceptable Just meets desirable minimum. Adequate information, marginal / minimal details.

6 points: Poor Fails to meet desirable minimum. Vague, not clearly defined insufficient detail, unclear.

5 points: Not Valid Below the desired minimum. Missing information, incomplete, inconsistencies in proposal content.

0 points: No information

POINT RATINGS - PROPOSAL CONTENT:

Comprehension of Scope of Services	30 Points
Technical Ability & Past Experience	40 Points
Project Personnel Expertise and Experience	20 Points
Team Approach / Management of Services	10 Points
TOTAL	**100 Points**

ANNEX "D"

INTEGRITY FORM

Integrity Declaration Form

An Integrity declaration form must be submitted when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the *Ineligibility and Suspension Policy* (the "policy"); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier's affiliates**[1] has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the Integrity provisions.

Instructions for Submitting an Integrity Declaration Form

Suppliers submitting bids by regular mail

1. Please complete the Integrity declaration form by providing the information requested.
2. Put the completed form in a sealed envelope labeled, "Protected B," and addressed to:

   ~~Departmental Oversight Branch~~
   ~~Public Works and Government Services Canada~~
   ~~L'Esplanade Laurier, West Tower~~
   ~~300 Laurier Avenue West~~
   ~~Floor 10, Room 10149~~
   ~~Ottawa, ON K1A 0R5~~
   ~~Canada~~

3. Include the sealed envelope with your bid submission, offer or lease.

Suppliers submitting bids through the Electronic Procurement Solution ("SAP Ariba") or by Canada Post *epost Connect*

1. Please complete the Integrity declaration form by providing the information requested.
2. Save or scan a signed copy of the document.

3. Send an email to TPSGC.Surveillancedelintegrite-IntegrityCheck.PWGSC@tpsgc-pwgsc.gc.ca indicating that you would like to submit an Integrity declaration form via *ePost Connect*.

   Do not send the completed form directly to this email.

4. Check your email for an *epost Connect* notification and follow instructions to submit the completed Integrity declaration form.

Please Note: Only the completed declaration form should be sent to this *epost Connect* inbox. All remaining bid materials must be sent to the address provided in the solicitation documentation. Any other material sent to this address will not be read or forwarded, and this may result in a bid not being considered.

SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to you, and foreign criminal convictions pertaining to your affiliates that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

Name of party with charge or conviction	

Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this form:

Yes □ No □

SECTION 3: INABILITY TO PROVIDE A CERTIFICATE

A. FOREIGN CRIMINAL CHARGES AND CONVICTIONS

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this form. Public Works and Government Services Canada (PWGSC) may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this form:

Yes □ No □

B. DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a domestic criminal offence or other circumstance described in the Policy applies to you or one of your affiliates, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you or an affiliate, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate
Financial Administration Act		
80(1)(d): False entry, certificate or return	☐	☐
80(2): Fraud against Her Majesty	☐	☐
154.01: Fraud against Her Majesty	☐	☐
Criminal Code		
121: Frauds on the government and contractor subscribing to election fund	☐	☐
124: Selling or purchasing office	☐	☐
380: Fraud – committed against Her Majesty	☐	☐
418: Selling defective stores to Her Majesty	☐	☐
Criminal Code		
119: Bribery of judicial officers	☐	☐
120: Bribery of officers	☐	☐
346: Extortion	☐	☐
366: Forgery	☐	☐
367: Punishment for forgery	☐	☐
368: Use, trafficking or possession of a forged document	☐	☐
382: Fraudulent manipulation of stock exchange transactions	☐	☐
382.1: Prohibited insider trading	☐	☐
397: Falsification of books and documents	☐	☐
422: Criminal breach of contract	☐	☐
426: Secret commissions	☐	☐
462.31: Laundering proceeds of crime	☐	☐
467.11: Participation in activities of criminal organization	☐	☐
467.12: Commission of offence for criminal organization	☐	☐
467.13: Instructing commission of offence for criminal organization	☐	☐
Competition Act		
45: Conspiracies, agreements or arrangements between competitors	☐	☐
46: Foreign directives	☐	☐
47: Bid rigging	☐	☐
49: Agreements or arrangements of federal financial institutions	☐	☐
52: False or misleading representation	☐	☐
53: Deceptive notice of winning a prize	☐	☐
Corruption of Foreign Public Officials Act		

3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	☐ ☐ ☐	☐ ☐ ☐
Controlled Drugs and Substances Act 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	☐ ☐ ☐	☐ ☐ ☐
Lobbying Act Registration of Lobbyists 5: Consultant Lobbyists 7: In-house Lobbyists (Corporations and Organizations)	☐ ☐	☐ ☐
Income Tax Act 239: False or deceptive statements	☐	☐
Excise Tax Act 327: False or deceptive statements	☐	☐

Other circumstances (specify)
Comments

C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor[2], you should explain the circumstances in this form, including details relating to your capacity to participate in a federal contracting process. With respect to an ineligible or suspended subcontractor, include a copy of the written consent provided by the contracting department or agency to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this form.

PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this form:

Yes □ No □

Declaration

I, (name) _____, (position) _____, of (supplier's name)_____ declare that the information provided in this form is, to the best of my knowledge and belief, true, accurate and complete. PWGSC may request additional information relating to this declaration. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

_____
Signature, Date

_____
Telephone number

_____
Email address

With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

Guidance Document for the Declaration Form

This Integrity declaration form is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this form, the term "supplier" includes bidders, vendors, purchasers, tenants and lessors. The term "party" is used in this form to include suppliers and affiliates.

The Integrity provisions contained in instruments involved in procurement processes and real property transactions require a supplier to submit an Integrity declaration form when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the *Ineligibility and Suspension Policy* (the "policy"); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier's affiliates**[1] has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the Integrity provisions.

An Integrity Declaration Form must be submitted only when one of these circumstances applies to the supplier. When no form is submitted, it will be understood to mean that none of these circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier has, in the past three years, been charged with or the supplier or one of its affiliates has, in the past three years, been convicted of a similar offence in a foreign jurisdiction. The Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign

offence and an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

2. Inability to Provide a Certificate

The Integrity provisions provide that, by submitting a bid or offer, a supplier is certifying to the truth of the statements described by the provisions.

Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the certifications required by the Integrity provisions, it must complete and submit this Form with its bid or offer.

A. Foreign Criminal Charges and Convictions

As noted above, the Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates filed in the past three years that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Foreign Criminal Charges and Convictions**, to be included with this form. PWGSC may request additional information from the supplier.

B. Domestic Criminal Offences and Other Circumstances

The Integrity provisions require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it or one of its affiliates. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence. [3] Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier or one of its affiliates, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity provisions require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this form.

Under section 15 of the Policy, titled Public Interest Exception ("PIE"), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.

Footnotes

Footnote 1

> Please refer to the policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

Footnote 2

> The term “first-tier subcontractor” is defined in section 16(a) of the policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

Footnote 3

> See, policy, section 8, for information on pardons and record suspensions. A pardon would apply only to a conviction.