

**For Agriculture and Agri-Food Canada (AAFC)**

**For the provision of Mediators Services  
related to Farm Debt Mediation Services (FDMS)  
For Ontario**

Proposals **must** be received by: 2:00 PM, Eastern Standard Time

**On: January 14, 2014** at the following address:

Agriculture and Agri-Food Canada  
Corporate Management Branch  
Assets Team – Eastern Service Centre  
**TENDER RECEPTION OFFICE**  
2001 University Street, Suite 671-TEN  
Montreal, QC  
H3A 3N2

Note: Offers received at an AAFC location other than the one stated above  
will not be considered for the RFSO evaluation



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The *Farm Debt Mediation Act* (FDMA) received Royal Assent on April 25, 1997 and came into force on April 1, 1998. The Farm Debt Mediation Service (FDMS) was established to deliver the FDMA. The service provides a streamlined process of mediation to assist insolvent farmers and their creditors to negotiate settlement arrangements, rather than have those disputes result in costly legal proceedings for all parties. A Mediator is assigned to assist the farmer and creditors explore options for the successful resolution of the case.

To apply for assistance under the FDMA, an individual, corporation, partnership, cooperative or other association of persons must be "engaged in farming for commercial purposes", meaning that the production from their crops, livestock, or other eligible commodities is commercially available for sale as opposed to being grown for the personal use of the farmer or for a person related to the farmer as defined in the regulations. The applicant must also be "insolvent", which is defined in article 6 of the FDMA as follows:

Only farmers:

- who are for any reason unable to meet their obligations as they generally become due;
- who have ceased paying their current obligations in the ordinary course of business as they generally become due; or
- the aggregate of whose property is not, at a fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all their obligations, due and accruing due.

Under the FDMA, farmers can apply for review and mediation only or for a Stay of Proceedings, review and mediation. There are several factors to consider in deciding how to apply.

Secured creditors are obliged by the Act to serve the farmer with a *Notice of Intent to Realize on Security* before undertaking any action to recover debts. In this case, the farmer would usually choose the FDMS application which includes a Stay of Proceedings to prevent further action by the creditor during mediation. The farmer would also apply for a Stay when being sued for a debt by an unsecured creditor. Though unsecured creditors are not required to provide a Notice of Intent, the Stay still protects the farmer's assets during mediation. If a Notice of Intent has not been served and legal action has not been taken, the farmer may prefer to apply for review and mediation only, without applying for a Stay.

Once the review and recovery plan are prepared an unbiased mediator is appointed by the Manager to meet with the farmer and their creditors to try and facilitate a comprehensive solution between the parties. Mediators must be free from any conflict of interest in the matters between the farmer and creditors and are expressly forbidden under the FDMA from providing advice to either the farmer or any of the creditors. During the mediation the farmer presents the recovery plan to the creditors and seeks their agreement to a course of action to resolve the current financial difficulties. If the farmer has applied with a Stay, the meeting would involve all creditors. If without a Stay, then the meeting would involve all secured creditors and any other creditors who need to be involved in reaching a settlement. There may be cases where a recovery plan would not be required, such as those situations where the farmer wants to negotiate an agreement for an orderly sale of assets and an exit from farming. At the conclusion of the negotiation it is critical for the parties to obtain either a signed, binding agreement or an agreement-in-principle with a well-defined plan of action for having a final agreement drawn up and signed.

An assessment will be conducted by the FDMS office after completion of the Offeror's service. The assessment will evaluate the participants' satisfaction with the FDMS office, and the Mediator's and Offeror's service and help to determine possible program changes or enhancements that may be initiated.

You can find more information about the FDMS on AAFC web site:

[http://www.agr.gc.ca/index\\_e.php?s1=prod&s2=fdms-smmea&page=intro](http://www.agr.gc.ca/index_e.php?s1=prod&s2=fdms-smmea&page=intro)



## 2. Summary

The purpose of this Request for Standing Offers (RFSO) is to select Offerors to enter into negotiations with AAFC to issue Departmental Individual Standing Offers (DISO) to obtain the services described in the Statement of Work at Annex A, in the province of Ontario.

The total budget for the Standing Offers will be approximately \$400,000. The amount is based on a possibility of awarding six (6) Standing Offers between two regions in Ontario: Three (3) Standing Offers for Ontario West and three (3) Standing Offers for Ontario East.

Ontario West: three (3) Standing Offers with three (3) English mediators.

Ontario East: three (3) Standing Offers with one (1) bilingual mediator able to serve all of Ontario if required.

For all Ontario: six (6) Standing Offers (with one (1) bilingual), for a total maximum amount of \$400,000.

Services are required for a period of four (4) years, starting at date of award of standing offers.

## 3. Debriefings

After issuance of an Standing Offer, Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the RFSO process. The debriefing may be in writing or by telephone.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Instructions, Clauses and General Conditions

This part contains general information on AAFC's requirements and general instructions for the preparation and submission of an offer.

One method of supply used by Agriculture and Agri-Food Canada (AAFC) to satisfy the requirements of our programs is to arrange with suppliers to submit a RFSO for the provision of services during a specified period. With the completed RFSO, AAFC is authorized to make call-ups against the SO detailing the exact level of services they wish to order at a particular time during the effective period of the SO, in accordance with the predetermined conditions.

The process normally starts with a RFSO that suppliers may obtain through the Government Electronic Tendering Service ([buyandsell.gc.ca](http://buyandsell.gc.ca)). A RFSO is an invitation to suppliers to provide an offer to AAFC. The level of services and estimated expenditure that will be specified in the SO are only an approximation of requirements given in good faith.

A RFSO does not commit AAFC to authorize the utilization of an SO or to obtain services or issue a subsequent Contract to this effect.

A SO is not a contract. The issuance by AAFC of a call-up against the SO to successful suppliers becomes the contract with Canada for any or all of the services requested. AAFC may issue one or several call-ups against an SO, up to the maximum amount of the SO.

Instructions, clauses and conditions identified in the RFSO and the call-up(s) by number, date and title are part of the RFSO, the SO and any resulting Contract as though they were expressly set.

### 2. Certifications



- 2.1. Offerors must respond to Requests for Standing Offers (RFSOs) in an honest, fair and comprehensive manner, must accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting SO and call-ups, and submit offers and enter into contracts only if they will fulfill all obligations of the call-up.
- 2.2. For the purpose of this section, business concerns, organizations or individuals are Offeror's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
- 2.3. The SO Authority will declare non-responsive any offer in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the SO Authority.
- 2.4. In circumstances where an Offeror or any of the Offeror's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Offeror must provide with its offer, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
- 2.5. The Offeror or any of the Offeror's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting SO arising from this RFSO and any call-up made under the SO.

### **3. Definition of Offeror**

- 3.1. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a call-up resulting from an SO. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

### **4. Submission of Offers**

- 4.1. Canada requires that each offer, at closing date and time or upon request from the SO Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with, PART 2, section 15 of the RFSO.
- 4.2. It is the Offeror's responsibility to:
  - 4.2.1 obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
  - 4.2.2 prepare its offer in accordance with the instructions contained in the RFSO;
  - 4.2.3 submit a complete offer by closing date and time;
  - 4.2.4 send its offer only to AAFC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO;
  - 4.2.5 ensure that the Offeror's name, return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
  - 4.2.6 provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- 4.3. If Canada has provided Offerors with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service ([buyandsell.gc.ca](http://buyandsell.gc.ca)) but may also be



made available on CD-ROM through buyandsell.gc.ca, the format downloaded through buyandsell.gc.ca will take precedence. If Canada posts an amendment to the RFSO revising any documents provided to Offerors in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Offeror's responsibility to ensure that revisions made through any RFSO amendment issued through buyandsell.gc.ca are taken into account in the alternate formats it uses of RFSO documents.

- 4.4. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension of the validity period is accepted by all responsive Offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
- 4.5. Offers and supporting information may be submitted in either English or French.
- 4.6. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S.C. 1985, c. A-1) and the *Privacy Act* (R.S.C. 1985, c. P-21).
- 4.7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- 4.8. An offer cannot be assigned or transferred in whole or in part.

## 5. Late Offers

- 5.1. AAFC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described below.

## 6. Delayed Offers

- 6.1. An offer delivered to the specified Bid Receiving Unit after the closing date and time but before the SO issuance date may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers. The only pieces of evidence relating to a delay in the CPC system that are acceptable to AAFC are:

- a. a CPC cancellation date stamp or
- b. a CPC Priority Courier bill of lading or
- c. a CPC Xpresspost label

which clearly indicate that the offer was mailed before the RFSO closing date.

- 6.2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by AAFC.
- 6.3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## 7. Electronic Transmission or Facsimile

- 7.1. Offers submitted by facsimile or other electronic means will not be accepted by AAFC



**8. Legal Capacity**

- 8.1 The Offeror must have the legal capacity to enter into a contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the SO Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

**9. Rights of Canada**

- 9.1. Canada reserves the right to:
- a. reject any or all offers received in response to the RFSO;
  - b. enter into negotiations with Offerors on any or all aspects of their offers;
  - c. authorize for utilization any offer in whole or in part without negotiations;
  - d. cancel the RFSO at any time;
  - e. reissue the RFSO;
  - f. if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the Offerors who submitted an offer to resubmit offers within a period designated by Canada; and,
  - g. negotiate with the sole responsive Offeror to ensure best value to Canada.

**10. Rejection of Offer**

- 10.1. Canada may reject an offer where any of the following circumstances is present:
- a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
  - b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
  - e. evidence satisfactory to Canada that based on past conduct or behaviour, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
    - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.





- 10.2. Where Canada intends to reject an offer pursuant to a provision of subsection 1(f), the SO Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
- 10.3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a RFSO from a single Offeror or a joint venture. Canada reserves the right to:
- a. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

## 11. Communications - Solicitation Period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be in writing only to the SO Authority identified below:

Mireille Paquette  
[Mireille.Paquette@agr.gc.ca](mailto:Mireille.Paquette@agr.gc.ca)

## 12. Request for information

All enquiries must be submitted in writing to the SO Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

- 12.1. To ensure consistency and quality of information provided to Offerors, significant inquiries received and the responses to those requests will be provided simultaneously on [buyandsell.gc.ca](http://buyandsell.gc.ca) to all Offerors who have downloaded the RFSO without the name of the author of the inquiries mentioned.
- 12.1.1. Failure to comply with the requirements mentioned above could result in the offer being declared non-responsive.
- 12.2. Amendment of RFSO:
- 12.2.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on [buyandsell.gc.ca](http://buyandsell.gc.ca). A notification of amendment will be provided simultaneously by [buyandsell.gc.ca](http://buyandsell.gc.ca) to Offerors who have downloaded the present RFSO.
- 12.2.2. It is the Offeror's responsibility to ensure that their profile on [buyandsell.gc.ca](http://buyandsell.gc.ca) is up to date.

## 13. Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### 14. Conduct of Evaluation

- 14.1. In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:
- a. seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
  - b. contact any or all references supplied by Offerors to verify and validate any information submitted by them;
  - c. request, before issuance of any SO, specific information with respect to Offerors' legal status;
  - d. conduct a survey of Offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
  - e. correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern;
  - f. verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
  - g. interview, at the sole costs of Offerors, any Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.
- 14.2. Offerors will have the number of days specified in the request by the SO Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

#### 15. Joint Venture

- 15.1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
- a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
- 15.2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the SO Authority.
- 15.3. The offer and any resulting SO must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The SO Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting SO. If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any Contract resulting from a call-up against the SO.

#### 16. Conflict of Interest - Unfair Advantage

- 16.1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:

- a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 16.2. The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 16.3. Where Canada intends to reject an offer under this section, the SO Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the SO Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 17. Entire Requirement

The RFSO contains all the requirements relating to this request for offers. Any information or documentation provided to or obtained by an Offeror from any other source is not relevant. Offerors should not assume that practices used under previous contracts will continue, unless they are described in this RFSO. Offerors should also not assume that their existing capabilities meet the requirements of this RFSO simply because they have met the requirements of previous RFSOs.

## 18. Applicable Laws

The SO and any Contract resulting from the RFSO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

The offer must be completed and signed by the Offeror or an authorized officer of the Offeror.

The signature of the Offeror indicates acceptance of the conditions for an eventual SO as stipulated in the RFSO.

Under the FDMS, in order to avoid any conflict of interest, a mediator cannot be at the same time, a financial expert and vice versa.

### 2. Joint Venture

An offer submitted by a joint venture must be signed by all members of the joint venture.

If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the SO.

### 3. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer, 4 hard copies

Section II: Certification, 1 hard copy

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (Policy on Green Procurement: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors are encouraged to:

1. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
2. 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, duo tangs or binders.

### 4. Section I: Technical Offer

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and
- d. the reference number of this RFSO: 01B46-13-0197.

In the Technical Proposal, the Offerors should explain and demonstrate how:

- a. they propose to meet the requirements of technical evaluation (Annex "C");
- b. include a narrative explaining how they will carry the Work described in the Statement of Work (Annex "A");
- c. attach curriculum vitae not exceeding 4 pages for each Offeror proposed

#### 4.1 Identification of the Offeror

- a. Since the Offeror submitting a winning proposal will be called upon to negotiate with a view of signing the prospective SO agreement with AAFC for the provision of the services set out in the Statement of Work - Annex "A", it is important to properly identify the nature of the Offeror.
- b. If a firm is submitting the proposal, EACH employee offering the services under the SO must comply with the requirements in the Mandatory Requirements Section of the RFSO.
- c. The firm shall also list separately in its offer all employees being proposed to provide the services.
- d. For each employee proposed, the Offeror must submit a technical offer (section I), as well as the certifications (section II).
- e.



## 5. Section II: Certification

Offerors must submit the certifications required under Part 5.

Offerors must submit section I and II for EACH proposed employee.

AAFC reserves the right to verify statements made by the Offeror regarding its certificates during the RFSO evaluation (before the award of the SO) and after the award of the SO.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- a. Offers will be assessed in accordance with the requirements of the RFSO, including the technical evaluation and mandatory certification
- b. An evaluation team composed of representatives of Canada will evaluate the offers.
- c. The objective of the technical evaluation is to award a maximum of 100 points for the technical components.

### 2. Method of Selection

For purposes of evaluation, the technical component is awarded a maximum of 100 points. Proposals will be evaluated against the evaluation grid, included as Annex "C". AAFC's policy is to recommend the selection of the Offeror with the highest technical score, up to the required number of SO, as described in section 2 PART 1 of this RFSO.

The technical evaluation takes into consideration the experience of the Offeror, the soundness of the methodology, and the experience and expertise of the personnel proposed. The technical component of the proposal will be evaluated if it complies with all mandatory certification requirements and will qualify if it achieves a score equal to or in excess of the pass mark of 70% for each criterion.

The pass mark represents only what is minimally acceptable to AAFC and does not guarantee the issuance of an SO. AAFC reserves the right to verify all information included by an Offeror in its proposal. In all cases, AAFC reserves the right to cancel this competition and request new proposals.

## PART 5 - MANDATORY CERTIFICATIONS

### 1. Certifications Precedent to Issuance of a Standing Offer

Offerors must have the required certifications to be issued an SO. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

The certifications Offerors provide to Canada are subject to verification by Canada both during the offer evaluation period (before issuance of an SO) and after issuance of an SO. The SO Authority has the right to ask for additional information to verify Offerors' certifications before issuance of an SO. The offer will be declared non-responsive if any certification claimed by the Offeror is untrue, whether knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 2. Certifications

**Form A** contains the attestation listed below and must be completed and submitted with the offer, section II.

AAFC will declare the offer non-responsive if the certifications are not filed or supplemented as required.

- 1.1 Former Public Servant Certification
- 1.2 Former Public Servant in Receipt of a Pension
- 1.3 Work Force Reduction Program
- 1.4 Attestation of ability to provide bilingual service

### **Form E**

For legal and ethical reasons, Offerors are not obligated to complete Form E “Personnel Screening Consent and Authorization Form” (tbs/sct 330-23e) available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> at this point in the tender process. **However, once the technical evaluation teams have evaluated the received proposals and have selected the winning offers, this requirement will become mandatory. Successful clearance by AAFC’s Security Services is a mandatory condition before AAFC contracting authorities can award an SO.**

However, Offerors have the option to complete Form E at their sole discretion at this point. Should a Offeror decide to complete the required information and is selected by the technical evaluation team, *the initiative will only accelerate the due diligence process by 2 or 3 weeks.* Regardless of the option chosen by the Offeror, their decision has no bearing or influence on the technical team’s evaluation.

## **PART 6 - INSURANCE REQUIREMENTS**

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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the contract.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex “A”.

#### **2. Clauses and General Conditions**

The General Conditions of the SOs “Annex E” and General Condition- Call-Up “Annex D” as well as all clauses identified in the SO and in the call-up, apply to and form part of the SO agreement.

#### **3. Period of the Standing Offer**

- 3.1. The period for making call-ups against the SO is from the date of signature of the SO agreement for a period of four (4) years.
- 3.2. Amendment of Standing Offer

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing an amendment to the Standing Offer in writing.

In order to ensure the fairness and transparency among the Offerors, should the SO be amended in one of the province, all owners of a SO in that specific province will be given the same opportunity to amend their SO.



#### 4. Authorities and Identified Users

##### 4.1. Standing Offer Authority

The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the SO by any Identified User.

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##### 4.2 Regional Manager

The Regional Manager is the individual within AAFC who is responsible for all matters concerning the technical content of the Work under this standing offer. The Regional Manager or his assigned representative can award call-ups against the standing offers.

##### 4.3 Approved Mediators

Only the mediators identified hereinafter may be assigned responsibility for a mandate by the Contractor, upon approval by the Regional Manager, in accordance with the terms and conditions of this Standing Offer.

AAFC reserves the right to ask any Mediator identified hereinafter to attend an orientation session before beginning to provide services under this standing offer.

##### 4.4 Replacement of a mediator

If for reasons beyond its control, the Contractor is unable to provide the services of a mediator named in its standing offer, the Contractor may propose to AAFC a substitute with similar qualifications and experience. The Contractor 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 Contractor: death, sickness, retirement, and resignation.

AAFC reserves the right to evaluate the qualifications and experience of the new mediator being proposed. Failure to meet the requirements identified in Appendix D of the RFSO will render that mediator non responsive.

If the Contractor is unable to provide a substitute with similar qualifications and experience, Canada may cancel the standing offer. If there are no other Mediators already approved in the Standing Offers the Consultant shall not, in any event, allow performance of the work by an unauthorized replacement mediator and acceptance of a replacement mediator by AAFC shall not relieve the Consultant from the responsibility to meet the requirements of the Standing Offers.

#### 5. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using AAFC's form- "Departmental Individual Standing Offer- Call- up".

#### 6. Limitation of Call-ups

Individual call-ups against the SO must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 7. Financial Limitation

The Offeror must not perform any work or services or supply any articles in response to call-ups that would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized by the SO Authority.

## 8. Call-up Procedures

In the event the applicant's choice to receive the services in one of two official languages prevents the Offeror from providing the services, the Regional Manager will award the mandate to a bilingual Offeror.

If a Offeror does not provide confirmation of his availability in writing for the work within 24 hours of being offered, the Regional Manager will consider the non-response as an unavailability/refusal.

If for reasons beyond its control, the Offeror is unable to provide the services he must advise the Regional Manager of the reason. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave.

Following three (3) refusals of mandate for other reasons than the ones listed in this clause, Canada may set aside the standing offer.

### Delivery of mandates

Importance of meeting deadlines: the work must be performed within the specified time frame or at the time specified in the call-up.

Should a Mediator be unable to complete a given mandate within the timeframe identified in the call-up, he must notify the AAFC Regional Manager as soon as possible. In such a case, it will be at the sole discretion of the Regional manager to accept the new timeframe or to request from the Contractor that he assigns a new Mediator to the mandate, at no additional cost to the Department.

After three such delays from a Mediator, the Department reserves the right to request that the Mediator name be removed from the standing offer.

## 9. Priority of Documents

If there is a discrepancy between the wordings 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 call-up against the SO, including any annexes;
- b. the articles of the SO;
- c. Annex "A", Statement of Work;
- d. Annex "B", Basis of Payment;
- e. the General Conditions - Standing Offers;
- f. the General Conditions – Call-up against the Standing Offer;
- g. forms A, B, C, D and E of this RFSO;
- h. the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable).





## 10. Certifications

Compliance with the certifications provided by the Offeror is a condition of authorization of the SO and is subject to verification by Canada during the term of the SO and of any resulting contract that would continue beyond the period of the SO. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the SO.

## 11. Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 12. Security Profile Verification – Form E

The issuance of an SO is subject to a successful security screening by the Government of Canada security services.

## B. CALL-UP

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the SO.

### 1. Statement of Work

The Contractor must perform the Work described in the call-up against the SO.

### 2. Period of the Call-up

The delivery of the services must be completed as per the terms specified in the subsequent call-up.

2.1. If the Contractor is unable to carry out the work within the time period in the call-up, he must notify the Regional Manager of AAFC as soon as possible. When applicable, the Regional Manager may, at their sole discretion, accept the new schedule or assign a new Contractor for the work at no cost to the Department.

2.2. If the Contractor accumulates three delays, the Department reserves the right to request the cancellation of the SO.

### 3. Call-up Amendment

No amendment to the call-up will be valid unless it is incorporated in a written amendment to the call-up and authorized by the Regional Manager.

### 4. Invoicing Instructions

The Contractor must submit invoices in accordance with Annex "B": Basis of Payment.

4.1 Guarantee for reimbursement of advances: The Contractor will NOT be eligible to receive advances.

4.2 Payment must be for a fully completed case, with no provision for annual leave, statutory holidays or sick leave.



- 4.3 The Crown will not accept any travel or living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting call-up.
- 4.4 All prices and amounts of money in the SO are exclusive of Goods and Services Tax (GST) and Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

Payment will only be made upon submission of a satisfactory invoice comprising the following information:

- a) the date;
- b) the name and address of AAFC, and the location where the services are rendered;
- c) the description of the work performed;
- d) the call-up and standing offer numbers;
- e) the amount invoiced, including a breakdown of costs if applicable.

The (1) original of each invoice and one (1) copy, accompanied by appropriate supporting documents, must be sent to the Regional Manager.

## 5 Method of payment

Subject to the General Conditions GC 27 of the resulting standing offer, and the Basis of Payment – Appendix B, payment will be made after completion of each mandate, in accordance with the Statement of Work in Appendix A, the mandate assigned in the call-up, and subject to approval by the Regional Manager of the services rendered by the Mediator.

The Consultant will NOT be eligible to receive advance payments.

## 6. Approval of Services

Before a payment is made, AAFC reserves the right to determine, at its sole discretion, if the services rendered by the Contractor were satisfactory to the Department, in accordance with the terms of the SO and the contract.

In the event that the services are not acceptable to AAFC, the Department may, at its discretion, take steps to remedy the shortcomings of the Contractor, including but not limited to the following consequences:

- a. require the Contractor to provide the same services again, or to redo the part that was not completed, at its expense and to the satisfaction of AAFC;
- b. withhold any payment due to the Contractor for services rendered under the SO;
- c. send a written notice to inform the Contractor of the problems identified and corrective action required; and
- d. terminate the SO after having sent two such written notices to the Contractor. In this case, the Contractor will be compensated for the acceptable work already done and previously authorized by AAFC.

## 7. Security and Protection of Information Related to the Services Security Requirement

- 7.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Services, including any information that is confidential or proprietary. The Contractor shall not disclose any such information to any person without the written permission of the Minister. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the call-up and shall remain the property of Canada or the third party, as the case may be. Unless the call-up otherwise expressly provides, the Contractor shall deliver to Canada all such



information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the call-up or at such earlier time as the Minister may require.

- 7.2 Subject to the *Access to Information Act* (R.S. 1985, c. A-1) and to any right of Canada under this call-up to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the call-up that is proprietary to the Contractor or a subcontractor.

The obligations of the Parties set out in this section do not apply to any information where the same information:

- is publicly available from a source other than the other Party; or
- is or becomes known to a Party from a source other than the other Party except any source that is known to be under an obligation to the other Party not to disclose the information; or
- is developed by a Party without use of the information of the other Party.

When the call-up, the Services, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the Minister.

*Note:* Under the context of the services to be provided, the web site address hereunder may serve as a guide to the Contractor: <http://www.ciisd.gc.ca/text/main/toc-e.asp>

- 7.3 Without limiting the generality of subsections 1 and 2, when the call-up, the Services, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes, at any time during the term of the call-up, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

*Note:* Under the context of the services to be provided, it is likely that Canada will phone the Contractor to review the Contractor's security measures at his place of business and regular operations outside the office, by using a checklist.

#### 7.4 Security Profile Verification

The issuance of a Standing Offer is subject to a successful security screening by the Government of Canada security services.

Because of legal and ethics issues, the Mediators are not obligated to complete the "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e), available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> at this point in time of the RFSO process. However, once the technical evaluation teams will have evaluated the received proposals and will have selected the winning offerers, this requirement will become a mandatory requirement. Successful clearance by AAFC's Security Services is a mandatory condition before AAFC contracting authorities can award a Standing Offer.

Beyond the above mentioned issues, Mediators have however the option to complete the form at their sole discretion at this point in time and provide the form with the proposal. Should a Mediator decide to complete the required information and is selected by the technical evaluation team, *the initiative will only accelerate the due diligence process by 2 or 3 weeks*. Whichever option that the Offerer chooses, his/her decision has no bearing or influence on the technical team evaluation.

## 8. Replacement of Personnel

When specific Contractors have been named in the SOs to perform the Work, the Firm shall provide the services of the Contractor named, unless the Contractor is unable to do so for reasons beyond his control.

8.1 The Contractor shall, before replacing any specific Contractors named in the SOs, provide a written notice to the Minister containing:

- a. the reason for the removal of the named person from the Work;
- b. the name, qualifications and experience of the proposed replacement Contractor; for purposes of the evaluation of this new Contractor by the Technical Authority and the Contracting Authority.

8.2 The Contractor shall not, in any event, allow performance of the Work by an unauthorized replacement Contractor, and acceptance of a replacement Contractor by the Technical Authority and the Contracting Authority shall not relieve the Contractor from the responsibility to meet the requirements of the SO.

## 9. Personal, Third Party and Government Information

The Contractor acknowledges that Canada is bound by the *Privacy Act* and the *Access to Information Act*, with respect to the protection of third party, government and personal information (the "information") as defined in those Acts.

9.1 The Contractor shall keep private and confidential any such information collected, created or handled by the Contractor under any resulting call-up, and shall not use, copy, disclose, dispose of or destroy such information, except in accordance with this clause and the delivery provisions of the call-up. All such information is the property of Canada, and the Contractor shall have no right in or to that information.

9.2 The Contractor shall deliver to Canada all such information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which has been made or obtained in relation to any resulting call-up, upon the completion or termination of the call-up, or at such earlier time as the Minister may request. Upon delivery of the information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the information remains in the Contractor's possession.

## 10. Mandatory training

The Contractor must attend an orientation session.

The date, time and location of the orientation session will be confirmed in writing by the Regional Manager at least two (2) weeks in advance. The orientation session is mandatory and the Contractor must be available to attend the session in order to provide the services.

10.1 If a Contractor does not attend the orientation session without reasonable justification, AAFC reserves the right at its discretion, to:

- 10.1.1. send a written notice to the Contractor and delay the issuance of call-ups;
- 10.1.2. request the presence of the Contractor at another orientation session or meeting; or
- 10.1.3. terminate the SO agreement.

## 11. Information Sessions

A mediator that has never worked with the FDMS could participate as an observer, to a mediation session with an experienced mediator, in order to familiarise themselves with the particularities of the FDMS mediations.

For the others, although not mandatory, it is recommended that the Contractor attend any information sessions held by the Regional Manager.

11.1. The date, time and location of such meetings will be confirmed in writing by the Regional Manager at least two (2) weeks in advance.

## 12. Conflict of Interest

12.1. Definition: "Conflict of Interest" means any situation in which the Contractor may derive personal benefit or any situation that may compromise their impartiality in carrying out the services to the applicant.

12.2. Issue:

A Contractor may be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interests could improperly influence their judgment in exercising their duties.

Because of the sensitive nature of the information that the farmers provide concerning their business, no person having any past or existing conflict of interest should have access to this information.

Typical situations where a conflict of interest may arise are those where the Contractor:

- a. has an existing or potential financial interest in the farmer' affairs, or is employed by an organization with such interest ;
- b. has a family relationship with the farmer (e.g. father, daughter, brother or sister-in-law);
- c. is a competitor of the farmer;
- d. has any past, existing or potential interest regarding the utilization of the results of the analysis of the farmer' business or their intellectual property; or
- e. is currently an employee of the delivery agent.

12.3. Measures to be taken by AAFC in the event of a conflict of interest:

When a conflict of interest is brought to the attention of AAFC, the Contracting Officer or delegated representative will:

- a. Immediately provide notice in writing (by fax or e-mail) to the Contractor, to stop the work in relation to the farmer.
- b. Obtain legal advice about terminating the call-up with the Contractor.
- c. Submit a complaint in writing (by fax or e-mail) to the president of the professional association of which the Contractor is a member.

12.4. AAFC reserves the right to verify any information about the relationship of the Contractor and the farmer and any potential conflict of interest, and has the right to reject an application on that basis.

## 13. Professional Association

The Contractor shall belong to a professional association which has a code of ethics, or shall be required to demonstrate successful completion of a course on professionalism and ethics within the last five (5) years, or shall be required to complete a course on professionalism and ethics within (3) three months of being selected,



- 13.1. The Contractor can select its own course on professionalism and ethics or take an online course that will be made available for the selected Contractor. Contractors that choose to take the course upon the award of the SO will need to complete the course within three (3) months.

If the Contractor has not provided proof of belonging to a professional association which has a code of ethics or proof of having successfully completed a course on professionalism and ethics within 3 months of being selected, AAFC reserves the right, at its discretion, to:

- a. send a written notice to the Contractor and delay the award of the SO; or
- b. decline to award the SO.

***AAFC will not pay or reimburse the professional time or the registration fee for this online course.***

#### **14. Certification requirements**

The Department may at any time during the period of validity of the standing offer, check the compliance of the certifications provided by the Consultant with its proposal. In the event that the Consultant no longer meets one or more of the certification requirements, the Department may, at its sole discretion, terminate the Standing Offers.

**ANNEX "A"****STATEMENT OF WORK****FDMS – MEDIATORS**

- SW1** The Mediator shall be required to review and analyse the reports prepared for the Farm Debt Mediation Service (FDMS) on an "as and when requested" basis over the period of the contract, on individual farm operations and their financial situation.
- SW2** The Mediator will mediate meetings between farmers and their creditors in assigned cases to facilitate financial arrangements between the parties.
- SW3** The Mediator shall inform the Regional Manager immediately of any conflict of interest or other circumstance which could be interpreted as a potential conflict of interest or otherwise bring the impartiality of the Mediator into question with respect to the issues between any of the parties to the mediation.  
**ADDITIONAL:** The Mediator shall not create a conflict of interest while working with any parties under FDMS.
- SW4** In carrying out the mediation the Mediator will observe the requirements of subsection 10(2) of the Farm Debt Mediation Act (FDMA) and shall not provide advice to the farmer or a creditor.  
[http://www.austlii.edu.au/au/legis/nsw/consol\\_act/fdma1994163/](http://www.austlii.edu.au/au/legis/nsw/consol_act/fdma1994163/)
- SW5** In carrying out the mediation, the Mediator shall endeavour to instil participation by the parties in the negotiation, assist the parties to communicate effectively, help to explore and clarify options for mutually agreeable solutions, summarize any agreements in principle and obtain a signed arrangement between the parties where possible.
- SW6** The Mediator may be required to perform preparatory work as required and defined by the Regional Manager. This could include contacting participants in mediation to describe their roles, clarifying the agreement to mediate, explaining principles of the process.
- SW7** At the end of the mediation, the mediator shall provide a report to the Regional Manager. This report will include a summary of all discussions and options presented as well as the detailed arrangement reached during the mediation, in a format determined by the Regional Manager. This report shall be submitted within 24 hours of completion of the mediation meeting.  
  
Once the mediation case is complete, the Mediator will send all original documents to the Regional Manager and will destroy any or all copies in their possession (Treasury Board Privacy Act (R.S., 1985, c.P-21))
- SW8** Any change in a call-up requested by the Mediator must be requested to the Regional Manager PRIOR to the ending date of the mandate and MUST be negotiated with the Regional Manager and, if approved, will be adjusted, and an amendment to the call-up will be issued.
- SW9** At all times, the Mediator shall be required to have, in good working order, computer hardware and software and a facsimile machine to adequately meet the requirements of this work.
- SW10** For Mediators who have a standing offer providing bilingual services, the Mediator MUST provide the services in the language of choice, as directed by Agriculture and Agri-Food Canada.



**SECTION 24 (3) PROTECTION OF WITNESS**

A person engaged in the administration of this act, including a Mediator, is not compellable to answer questions concerning the information, or to produce records or other documents containing the information, as evidence in any proceedings not directly concerned with the enforcement or interpretation of this act or the regulation.

**SECTION 25 PERSONAL LIABILITY**

No person engaged in the administration of this act is personally liable for acts or omissions done in good faith in the performance of their duties under this act.





**ANNEX "B"****BASIS OF PAYMENT****FDMS - MEDIATORS**

For services rendered under this standing offer, payment will be based on a firm all inclusive per case price of \$1,200.00. This amount will cover up to 15 hours of work in total, including the preparation of the file, actual mediation, reporting, travel time as well as travel expenses within a round trip up to 200 kilometres from the selected Mediator's place of business.

(a) **Lump sum per case price:** \$1,200.00

- Completion of the mandate as per the Statement of Work in a round trip up to 200 KM.
- If there must be a second meeting for the same case, AAFC will pay 75% of the initial per case price; thus: \$900.00.

(b) **Lump sum cases for a round trip above 200 km:**

When a case will be delivered in a round trip exceeding 200 km, AAFC will pay a unit price in addition to the per case price to cover the travel expenses incurred.

A unit price is defined as follows and includes the following inputs without limiting its scope: price per case + \$125.00 per unit rate.

- For each portion of 90 km beyond the 200 km round trip, one (1) unit rate is acknowledged per hour of travel.
- One unit rate comprises (without limiting its scope):
  - 1 hour of professional time
  - 90 km of physical distance (MapQuest, Mapblast or equivalent will be used)
  - Usage of personal vehicle
  - Meals and incidentals
  - Gas
  - Operation and maintenance of personal vehicle
  - Insurance
  - Any other cost.

Thus, a Mediator has full responsibility of his time management under this travel situation.

Example: A Mediation case where the services are to be rendered at 380 KM (round trip) from the Mediator's place of business:

$$(380 \text{ KM} - 200 \text{ KM}) \div 90 \text{ KM} = 2 \text{ units}$$

$$\$1,200.00 + (2 \text{ units} \times \$125.00) = \$1,450.00 \text{ for the case.}$$

Mileage between each 90KM will be prorated:

Example: A Mediation case where the services are to be rendered at 420KM (round trip) from the Mediator's place of business:

$$(420 \text{ KM} - 200 \text{ KM}) \div 90 \text{ KM} = 2.45 \text{ units}$$

$$\$1,200.00 + (2.45 \text{ units} \times \$125.00) = \$1,506.25$$



(c) **In complex mediation cases**, the AAFC Regional Manager may authorize additional time, beyond the per case time allocation, to reach an agreement. The basis of payment for such a situation will be as follows:

- Hourly rates for professional services: when additional hours of work are required on a complex mediation case:

(a) or (b) + \$80.00 / hr.

(d) **In some instances other modes of travel**, accommodation and additional meals may be required and must be approved and included in the call-up by the Regional Manager and accepted by the Mediator.

For special situations where planes, trains, boats and overnight stays are required, the Treasury Board travel policy will apply:

<http://www.njc-cnm.gc.ca/directive/index.php?sid=97&svid=1&lang=eng&merge=2>

- Professional time will be paid based upon the hourly rates of paragraph (c).

The Mediator shall be required to attend orientation sessions and perform other duties related to FDMS program deemed necessary by the Regional Manager and shall be paid at the hourly rate defined at paragraph (c).

If additional time and/or work are required by the selected Mediator, prior approval will be required from the Regional Manager. The selected Mediator will be provided with an amendment to the call-up, describing the additional work and the number of additional hours and/or additional travel expenses to complete the mediation process.

Payment shall be for a case fully completed with no provision for annual leave, statutory holidays and sick leave.

The Crown will not accept any travel and living expenses incurred by any Mediator as a consequence of any relocation required to satisfy the terms of any resulting contract.

All prices and amounts of money in the Standing Offer are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

GST or HST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.



**ANNEX “C”****PROPOSAL TECHNICAL EVALUATION CRITERIA****POINT RATING**

The offeror is required to provide resume(s) clearly demonstrating educational background, qualifications and work experience related to the type of work described in this offer.

If more than one person will be providing services for this requirement, resumes must be provided for each potential consultant and only the person or persons who qualify will be allowed to provide services under the resulting SO.

Each potential mediator providing work under this RFSO will have to respond to each of the criteria in the overall requirements. The technical component of the proposal will be evaluated if it complies with all mandatory certification requirements and will qualify if it achieves a score equal to or in excess of the pass mark of 70% for each criterion.

The requirement is to demonstrate your experience in mediation, in assisting different parties to explore options for the successful resolution of cases.

The technical proposal must not refer specifically to personal or confidential information gained under a previous contract with AAFC for similar services. As well, it is forbidden to make specific references to individuals or businesses that might directly or indirectly reveal personal or confidential information.

**1. EVALUATION OF PROPOSALS**

This Appendix outlines the process that will be used to evaluate the proposals received under the present Request for Proposals.

**1.1 Evaluation Team**

The evaluation team will be composed of representatives of Agriculture and Agri-Food Canada.

The evaluation team reserves the right but is not obliged to perform any of the following:

- Seek clarification or verify the technical features of the information provided by the Proposer with respect to this RFP;
- Contact any or all of the references identified in a Proposal and, at the sole costs of the Proposer, to verify the accuracy of the information and data provided by the Proposer and validate their compliance to the RFP requirements.

**1.2 Evaluation Process**

All proposals received will be evaluated in a three steps process.

Step 1 - Verification of the compliance with the mandatory requirements: A proposal must comply with all the mandatory requirements of the RFP and more specifically the ones described in section 2 of this Appendix C to be considered responsive. If compliance to one of the mandatory requirements is not demonstrated, the proposal will be automatically rejected.

Step 2 - If a Proposal is complying with all the mandatory requirements, each Mediator identified within the Proposal will be evaluated on the rated requirements identified at section 3 below. A total score equal to or in excess **of the pass mark of 70%, as well as a minimum score of 70% for each evaluated criteria** , will be



needed for a Mediator to be considered acceptable and for his name to be included in any resulting standing offer.

For the purpose of the final evaluation (step 3), Proposals that include only one acceptable Mediator will be given the total score obtained by that Mediator. Proposals that include more than one Mediator will be given the average total score obtained by all the acceptable Mediators in the Proposal.

Step 3 - All proposals meeting the mandatory requirements (step 1) and obtaining the minimum scores required at step 2 will be considered at step 3. At this step, the proposer in each province having obtained the highest number of points for their Proposal, will be awarded a standing offer.

## 2. EVALUATION CRITERIA

### MANDATORY CRITERIA

#### Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its proposed resources will be considered.

The bidder should clearly cross reference each Mandatory Technical Criterion to Proposal.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	MANDATORY CRITERIA	Met / Not Met	CROSS REFERENCE TO PROPOSAL
<b>MT1</b>	The Proposer MUST provide proof that each Mediator has <u>a minimum of 40 hours</u> conflict resolution training and <b>provide copies of training certificates</b> to demonstrate successful completion of the training.		



MT2	<p><b>Each Mediator must be able to prove that they conducted a minimum of five (5) cases of mediation within the past three (3) years.</b> The Proposer shall include for each proposed Mediator, a list of mediation cases within the last three (3) years in which the Mediator conducted mediation meetings in the following areas or other related areas <b>(the list of the mediation cases must be presented in form of writing. Copies of past mediation cases and documents will not be accepted)</b> :</p> <p>Agriculture, Business Valuation, Bankruptcy / Insolvency, Debtor-Creditor, Family Business, Real Estate / Property, Financial, Commercial, Family disputes.</p>		
MT3	<p><b>The forms A, B, C and D</b> must be completed, signed and submitted by the proposer with the proposal (if one of the requirements of the forms is not applicable, the proposer must indicate it in the proper field).</p> <p>The Proposer shall include the curriculum vitae of each Mediator and a copy of all academic certificates referred to in the Proposal, for each Mediator.</p>		



<b>MT4</b>	<p>Proposer must submit three (3) reference letters per proposed Mediator, concerning work experience not exceeding the last five (5) years. The reference must be able to confirm the Mediator competencies in a mediation process and his commitment to the values and principles of mediation. The reference letter must be from an individual or a firm not related to the Farm Debt Mediation Services of AAFC.</p> <p>The reference letter must clearly include reference about at least four (4) the following:</p> <ul style="list-style-type: none"> <li>• Knowledge of techniques of mediation.</li> <li>• Clarity of written documents.</li> <li>• Understanding and ability to summarize issue.</li> <li>• Leadership and control of situation.</li> <li>• Strength of work, related to mediation.</li> <li>• Timeliness.</li> </ul>		
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**POINT RATED CRITERIA**

**Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.**

<b>RATED CRITERIA</b>	<b>MAXIMUM SCORE</b>	<b>SCORE</b>	<b>JUSTIFICATION</b>
<p><b>R1</b></p> <p>The commitment of each Mediator on acquiring and improving its professional skills with the mediation and conflict resolution techniques and theory will be evaluated as follows:</p> <p><i>Number of hours achieved on training related to mediation (20 points for 40 hours, 1 point for each additional hours up to 5 points for a maximum of 25 points)</i></p> <p><i>Participation in activities linked to the Mediator profession such as conferences, workshops, etc. (1 point per activity, up to 5 points)</i></p>			



RATED CRITERIA	MAXIMUM SCORE	SCORE	JUSTIFICATION
<b>MINIMUM PASS MARK FOR R1: 21 POINTS</b>	(maximum of 30 points)		
<p><b>R2</b>  For each Mediator, the Proposer must describe the mediation mandates completed by the Mediator over the last three (3) years, in sufficient details for AAFC to evaluate the following <b>(the list of the mediation mandates must be presented in form of writing. Copies of past mediation mandates and documents will not be accepted) :</b></p> <p><i>Complexity of the mediation mandates (2 points per mandate involving between 5 to 14 participants, 3 points per mandate involving 15 participants and more, up to 20 points)</i></p> <p><i>Variety of dispute types ( 5 points per type of disputes up to a maximum of 20 points)</i></p> <p><i>Examples: Agriculture, Business Valuation, Bankruptcy / Insolvency, Debtor-Creditor, Family Business, Real Estate / Property, Financial, Commercial, Family disputes.</i></p>	(maximum of 40 points)		
<b>MINIMUM PASS MARK FOR R1: 28 POINTS</b>			



RATED CRITERIA	MAXIMUM SCORE	SCORE	JUSTIFICATION
<p><b>R3</b></p> <p>Proposers must demonstrate that each of the mediator proposed, have a good understanding of how mediation supports the dispute resolution system and what are the responsibilities of a mediator under the Farm Debt Mediation Act.</p> <p><i>Explain the role of mediation within a dispute resolution process (maximum of 16 points).</i></p> <p><i>Explanation:</i></p> <p>1 point: poor 4 points: medium 11.2 points: good 13 points: very good 16 points: excellent</p> <p><i>Describe and explain the key responsibilities of a mediator under the Farm Debt Mediation Act (2 points/key responsibility up to 14 points).</i></p> <p><b>MINIMUM PASS MARK FOR R1: 21 POINTS</b></p>	<p>(maximum of 30 points)</p>		
<p><b>Maximum Points:</b></p>	<p><b>100</b></p>		





**ANNEX "D"****AAFC- GENERAL CONDITIONS- CALL-UP(S) AGAINST STANDING OFFER****GC1. INTERPRETATION**

In the contract:

- 1.1 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada, and "Contractor" means the person, entity or entities named in the contract to supply goods, services or both to Canada;
- 1.2 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.3 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.4 "Work" unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract.

**GC2. Powers of Canada**

All rights, remedies and discretions granted or acquired by Canada under the contract or by law are cumulative, not exclusive.

**GC3. General Conditions**

The Contractor is an independent Contractor engaged by Canada to perform the work. Nothing in the contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**GC4. Conduct of the Work**

- 4.1 The Contractor represents and warrants that:
  - (a) It is competent to perform the Work;
  - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
  - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
  - (a) Carry out the Work in a diligent and efficient manner;



- (b) Apply as a minimum such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the contract; and
- (c) Ensure that the Work:
  - (1) is of proper quality, material and workmanship;
  - (2) is in full conformity with the Statement of Work; and
  - (3) meets all other requirements of the contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

#### **GC5. Inspection and Acceptance**

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work, whether it be a report, document, good or service, not be in accordance with the contract or not be done to the satisfaction of Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

#### **GC6. Amendments and Waivers**

- 6.1 No design change, modification to the Work, or amendment to the contract shall be binding unless it is incorporated into the contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

#### **GC7. Time of the Essence**

It is essential that the Work be performed within or at the time stated in the contract.

#### **GC8. Excusable Delay**

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the contract which occurs without any fault or neglect on the part of the Contractor, its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the contract, Canada will not be responsible for any cost incurred by the Contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the contract. Canada will pay the Contractor:
- (a) the value of all completed parts of the Work delivered to and accepted by Canada, based on the contract price, including the proportionate part of the Contractor's profit or fee included in the contract price; and
  - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the contract to the date of termination and any amounts payable under this subsection must not exceed the contract price.

#### **GC9. Termination of Convenience**

- 9.1 Notwithstanding anything in the contract, the Minister may, by giving notice to the Contractor, terminate or suspend the contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.



- 9.5 Upon termination of the contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work in progress which the Contractor specifically acquired or produced for the fulfillment of the contract.

#### **GC10. Termination due to Default of Contractor**

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the contract:
- (a) If the Contractor fails to perform any of the Contractor's obligations under the contract or in Canada's view, so fails to make progress so as to endanger performance of the contract in accordance with its terms;
  - (b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
  - (c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work in progress relating specifically to the contract and all materials, texts and other documents supplied to the Contractor in relation to the contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

#### **GC11. Suspension of Work**

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

#### **GC12. Extension of Contract**

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this contract is required, the Contractor shall do such work and where required the term of the contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.



**TERMS OF PAYMENT****GC13. Method of Payment**

## 13.1 Payment in the case of progress payments:

- (a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract.
- (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, he shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

## 13.2 Payment in the case of payment on completion:

- (a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the contract, whichever date is the later.
- (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, he shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

**GC14. Basis of Payment**

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the contract, shall be paid in accordance with Treasury Board guidelines and directives, certified by the Contractor as to the accuracy of such claim.

**GC15. Interest on Overdue Accounts**

## 15.1 For the purposes of this clause:

- (a) "Average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association.
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- (d) An amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the contract.
- (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the average rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor, except in respect



of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

#### **GC16. Records to be kept by Contractor**

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the contract.

16.2 If the contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the contract.

16.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **GC17. Invoice Submission**

17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the contract. Each invoice must indicate whether it covers partial or final delivery.

17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and



- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the contract.

#### **GC18. Right of Set off**

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the contract, any amount payable to Canada by the Contractor under the contract or under any other current contract. Canada may, when making a payment pursuant to the contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

#### **GC19. Assignment**

19.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the contract does not relieve the Contractor from any obligation under the contract or impose any liability upon Canada.

#### **GC20. Subcontracting**

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the Contractor is bound under the contract.

#### **GC21. Indemnification**

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the contract shall not affect or prejudice Canada from exercising any other rights under law.

#### **GC22. Confidentiality**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.



**GC23. Indemnification – Copyright**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the contract.

**GC24. Indemnification - Inventions, etc.**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the contract.

**GC25. Ownership of Copyright**

25.1 Anything that is created or developed by the Contractor as part of the Work under the contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

**GC26. Taxes****26.1 Municipal Taxes**

Municipal taxes do not apply.

**26.2 Provincial Taxes**

(a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the Provinces of:

Prince Edward Island OP-10000-250  
Manitoba 390-516-0

(ii) For Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.





- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 26.3 Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the contract for delivery of the Work.

### 26.4 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the contract. The GST or HST is not included in the contract price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

- 26.5 Tax withholding of 15 percent pursuant to the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.) and the *Income Tax Regulations* Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect of any tax liability which may be owed to Canada.

## GC27. International Sanctions

- 27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from countries or persons subject to economic sanctions. Details on existing sanctions can be found at:

[http://www.dfait-maeci.gc.ca/trade/sanctions\\_en.asp](http://www.dfait-maeci.gc.ca/trade/sanctions_en.asp).

- 27.2 The Contractor must not supply to the Government of Canada any goods or services that are subject to economic sanctions.

- 27.3 The Contractor must comply with changes to the regulations imposed during the period of the contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work-around plan, the contract will be terminated for convenience in accordance with section GC9.



**GC28. T1204 Government Service Contract Payment**

28.1 Pursuant to regulations made under paragraph 221(1)(d) of the federal *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

**GC29. Successors and Assigns**

The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

**GC30. Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, S.C. 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Service shall not derive any direct benefit resulting from the contract.

**GC31. No Bribe**

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the contract or the administration of the contract.

**GC32. Errors**

Notwithstanding any other provision contained in this contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

**GC33. Performance**

The failure of Canada to require performance by the Contractor of any provision of this contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

**GC34. Gender**

Whenever the singular or masculine is used throughout this contract, it shall be construed as including the plural, feminine or both whenever the context and/or the parties hereto so require.

**GC35. Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the contract as well as any other provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the contract.



**GC36. Severability**

If any provision of the contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the contract without affecting any other provision of the contract.

**GC37. Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.).

**GC38. Criminal Offense**

The Contractor declares that the Contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the *Criminal Code*.

**GC39. Public Disclosure**

The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information, other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* relating to the contract.

**GC40. Notice**

Any notice under the contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

**GC41. Accuracy**

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this contract. This information may be verified in such manner as the Minister may reasonably require.

**GC42. Entire Agreement**

The contract constitutes the entire agreement between the Parties relative to the procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the contract. There are no terms, covenants, representations, statements or conditions relative to the procurement binding on the Parties other than those contained in the contract.

**ANNEX "E"****AAFC- GENERAL CONDITIONS- STANDING OFFER****GC1. Interpretation**

In the Standing Offer, unless the context otherwise requires:

"Call-up" means an order issued by an Identified User duly authorized to issue a call-up against a particular SO. Issuance of a call-up to the Consultant constitutes acceptance of its offer and results in the creation of a Contract between Her Majesty the Queen in right of Canada and the Consultant for the goods, services or both described in the call-up.

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada and any other person duly authorized to act on behalf of that Minister.

"Identified User" means a person or entity identified in the SO and authorized by the SO Authority to make call-ups against the SO.

"Consultant" means the person or entity whose name appears on the signature page of the SO and who offers to provide goods, services or both to Canada under the SO.

"Standing Offer" means the written offer from the Consultant, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the SO.

"Standing Offer Authority" means the person designated as such in the SO, or by notice to the Consultant, to act as the representative of Canada in the management of the SO. The SO Authority will issue a document called "SO and Call-up Authority" to authorize identified users to make call-ups against the SO and to notify the Consultant that authority to make call-ups against the SO has been given to identified users.

**GC2. General**

The Consultant acknowledges that an SO is not a contract and that the issuance of an SO and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the SO. The Consultant understands and agrees that Canada has the right to procure the goods, services or both specified in the SO by means of any other contract, SO or contracting method.

**GC3. Offer**

1. The Consultant offers to provide and deliver to Canada the goods, services or both described in the SO, in accordance with the pricing set out in the SO as and when the Identified User may request such goods, services or both, in accordance with the conditions listed at sub-section 2 below.

2. The Consultant understands and agrees that:

- a) a call-up against the SO will form a contract only for those goods, services, or both, which have been called-up, provided that such call-up is made in accordance with the provisions of the SO.
- b) Canada's liability is limited to that which arises from call-ups against the SO made within the period specified in the SO.



- c) Canada may require that the purchase of goods, services or both listed in the SO be made using an electronic purchasing tool. Canada will provide the Consultant at least three (3) months' notice before imposing such a requirement.
- d) The SO cannot be assigned or transferred in whole or in part.
- e) The SO may be set aside by Canada at any time.

**GC4. Call-up**

If applicable, Identified Users will use the form specified in the SO to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the SO.

Call-ups against the SO paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other call-up.

**GC5. Withdrawal**

In the event that the Consultant wishes to withdraw the SO after authority to call up against the SO has been given, the Consultant must provide no less than thirty (30) days' written notice to the SO Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the SO Authority and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all call-ups which are made before the expiry of that period.

**GC6. Revision**

The period of the SO may only be extended, or its usage increased, by the SO Contracting Authority issuing a revision to the SO in writing.

**GC7. Disclosure of Information**

The Consultant agrees to the disclosure of its SO unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

**FORM A****MANDATORY REQUIREMENTS (I)**

This Form A shall not be edited nor its content be modified in any way. Failure to complete and sign this form and attach it in whole to the technical proposal in accordance with the signing procedures described in this form, will automatically result in the rejection of your proposal.

I, the Offerer or I, a member of the consortium, joint venture or other type of association, hereby certify that I have read the Mandatory Certification requirements Section 2 of the Appendix C and that I comply with the following requirements which are described in that Section:

**2. Mandatory Requirements****2.3 Forms to be completed****2.3.1 Canadian Eligibility Requirements**

Among other things, the Offerer must comply with the following Canadian Eligibility Requirements:

- If the Offerer is an individual - he/she must be a Canadian citizen or a Canadian landed immigrant; or
- If the Offerer is a profit organization - it must be a legal entity and have a place of business in Canada; or if the Offerer is a not-for-profit organization - it must be a legal entity established in Canada.

**2.3.2 Validity of Facts**

The Offerer must certify that each statement made with regard to the proposal is accurate and factual, and that it is aware that the Minister reserves the right to verify any information provided in this regard, and that inaccurate statements may result in the proposal being declared non-compliant, or in any action which the Minister may consider appropriate.

**2.3.3 Financial Capability**

If requested by the Contracting Authority, the Offerer must make the appropriate financial files available to AAFC for evaluation.

**2.3.4 Vendor Performance**

In accordance with the Criminal Code, AAFC may reject an offer where any of the following circumstances is present:

- (a) the Offerer has been convicted under Section 121 (Frauds on the government & Contractor subscribing to election fund), Section 124 (Selling or purchasing office), Section 380 (Fraud committed against Her Majesty) or Section 418 (Selling defective stores to Her Majesty) of the Criminal Code or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Criminal code: <http://lois.justice.gc.ca/en/showdoc/cs/C-46/bo-ga:l II-gb:s 46/en>
- (b) with respect to current or prior transactions with the Government of Canada:
  - the Offerer is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - evidence, satisfactory to AAFC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offerer, any of its employees or any sub-contractor included as part of the offer;
  - AAFC has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offerer;



- AAFC determines that the Offerer's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offerer executed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

Where AAFC intends to reject an offer pursuant to a provision of subsection 2.1.4, the Contract Authority will so inform the Offerer and provide the Offerer ten (10) days within which to make representations, before making a final decision on the offer rejection.

I also acknowledge and agree that it is a condition of the RFP that AAFC will, upon written request, release to the other Offerers the name of the successful Offerer, the total marks obtained by the successful Offerer for the technical component listed in the evaluation grid.

This condition is subject to the requirements of the Privacy Act and the name and marks of an individual will be released only in accordance with the requirements of the Privacy Act. I further acknowledge and agree that I shall have no right to claim against AAFC, the Minister, employees, agents or servants of the Crown, in relation to such disclosure of information.

*NOTE: Where the proposal is submitted by a consortium, joint venture or other type of association, EACH member of the consortium, joint venture or other type of association must complete and sign a copy of this form which must be attached in whole to the technical proposal.*

**Form A** must be signed in accordance with the following requirements:

- I. *Where the Offerer is an individual* - The signature of the individual must be affixed and his/her name typed or printed in the space provided.
- II. *Where the Offerer is a corporation* - The signatures of the authorized signatories must be affixed and their names and titles, and the name of the corporation typed or printed in the space provided. The corporate seal may be affixed.
- III. *Where the Offerer is a partnership* (in common law regime) - The signature(s) of the authorized signatory(ies) of the partnership must be affixed and the name(s) of the authorized signatory(ies) and the name of the partnership typed or printed in the space provided.
- IV. *Where the Offerer is a sole proprietorship* - The signature of the sole proprietor must be affixed and the sole proprietor's name typed or printed in the space provided.
- V. *Where the proposal is submitted by a consortium, joint venture or other type of association* – The signature of EACH member of the consortium, joint venture or other type of association (or the authorized signatories, as the case may be) must be affixed and the name and title typed or printed in the space provided. EACH member must sign a copy of **Form A** in the manner applicable to their particular arrangement, which is more particularly described in paragraphs I to IV above. The name of EACH Member Corporation, partnership or sole proprietorship, as the case may be, must also be typed or printed in the space provided.

Name of individual, Corporation, Partnership, etc. (print or type)	Name & Title of Authorized Signatory(ies) (print or type)
Signature(s) of Individuals or Authorized Signatory(ies)	Dated this _____ day of _____ 2013.



**FORM B  
EMPLOYMENT EQUITY**

**Mandatory Requirements**

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>), to the Labour Branch of HRSDC.

3. The Supplier certifies its status with the FCP-EE, as follows:

The Supplier

(a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,

(b) ( ) is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

Name of individual, Corporation, Partnership, etc. (print or type)	Name & Title of Authorized Signatory(ies) (print or type)
Signature(s) of Individuals or Authorized Signatory(ies)	Dated this _____ day of _____ 2013.





**FORM C****FORMER PUBLIC SERVANT CERTIFICATION****MANDATORY CERTIFICATIONS**

This Form C shall not be edited nor its content be modified in any way. Failure to complete and sign this form and attach it in whole to the technical proposal in accordance with the signing procedures described in this form will automatically result in the rejection of your proposal.

**1.1 Former Public Servant Certification**

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, Offerors must provide the information required below.

**Definitions**

For the purposes of this clause:

“Former public servant” is any former member of a department as defined in the *Financial Administration Act*, R.S.C. 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, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S.C. 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S.C. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S.C. 1985, c. C-17, the *Defence Services Pension Continuation Act*, R.S.C. 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, R.S.C. 1970, c. R-10, the *Royal Canadian Mounted Police Superannuation Act*, R.S.C. 1985, c. R-11, or the *Members of Parliament Retiring Allowances Act*, R.S.C. 1985, c. M-5, or that portion of pension payable pursuant to the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8.

**1.2 Former Public Servant**

Is the Offeror a FPS?

**YES (    )    NO (    )**

If so, the Offeror must provide the following information:

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



**1.3 Former Public Servant in Receipt of a Pension**

Is the Offeror a FPS in receipt of a pension as defined above?

YES ( ) NO ( )

**1.4 Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES ( ) NO ( )

If so, the Offeror 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.

**1.5 Attestation of ability to provide bilingual services**

\_\_\_\_\_  
Printed Name of the mediator

- I certify that I have the ability to negotiate verbally as a mediator and to write correspondence and reports in both of Canada's official languages.
- I do not have the ability to provide the services in both of Canada's official languages. Therefore in the event that a Standing Offer is awarded to me, I will render the services in English exclusively.
- I do not have the ability to provide the services in both of Canada's official languages. Therefore in the event that a Standing Offer is awarded to me, I will render the services in French exclusively.

**Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**Form A** which contains the mandatory certifications, must be signed strictly in accordance with the following requirements:

- VI. *Where the Offeror is an individual* - The signature of the individual must be affixed and his/her name typed or printed in the space provided.
- VII. *Where the Offeror is a corporation* - The signatures of the authorized signatories must be affixed and their names and titles, and the name of the corporation typed or printed in the space provided. The corporate seal may be affixed.
- VIII. *Where the Offeror is a partnership (in common law regime)* - The signature(s) of the authorized signatory(ies) of the partnership must be affixed and the name(s) of the authorized signatory(ies) and the name of the partnership typed or printed in the space provided.
- IX. *Where the Offeror is a sole proprietorship* - The signature of the sole proprietor must be affixed and the sole proprietor's name typed or printed in the space provided.
- X. *Where the proposal is submitted by a consortium, joint venture or other type of association* – The signature of EACH member of the consortium, joint venture or other type of association (or the authorized signatories, as the case may be) must be affixed and the name and title typed or printed in the space provided. EACH member must sign a copy of **Form A** in the manner applicable to their particular arrangement, which is more particularly described in paragraphs I to IV above. The name of EACH Member Corporation, partnership or sole proprietorship, as the case may be, must also be typed or printed in the space provided.

Name of individual, Corporation, Partnership, etc.  
(print or type)

Name & Title of Authorized Signatory(ies)  
(print or type)

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Signature(s) of Individuals or Authorized Signatory(ies)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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**FORM D**

**MANDATORY REQUIREMENTS (II)**

**Mandatory requirements**

The proposers must identify in their Proposals at least one Mediator, that can provide the services identified in Appendix A. There is no maximum to the number of Mediators that could be identified in a Proposal. The proposer shall include a Form D for each proposed Mediator.

Name of the proposed Mediator: \_\_\_\_\_

**Proposed Mediators**

The Proposer shall include for each proposed Mediator, a list of mediation cases within the last three (3) years in which the Mediator held mediation meetings in the fields mentioned in the Annex C. Each Mediator must have held a minimum of five (5) cases during that period. **Please provide this information in the chart below.**

The Proposer must provide proof that each Mediator has a minimum of 40 hours of formal mediation training and provide copies of training certificates to demonstrate successful completion of the training.

**Please ensure that you provide copies of your training certificates with this Form D.**

Date	Type of Mediation	Short description of case	Your role

**Language Requirements**

The proposed Mediator has the capacity to provide Mediation Services as per Appendix A - Statement of work in the following language:

French     English

**Other documents to provide:**

Apart from the summary required for each Mediator, the Proposer shall also include a copy of all diplomas, training certificate, referred to in its Proposal, concerning the proposed Mediator.

All documents related to the evaluation of this RFP shall be attached to this form for each Mediator proposed.

# FORM E



Government of Canada / Gouvernement du Canada

PROTECTED (when completed)

## PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

**NOTE:** For *Privacy Act* Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please typewrite or print in block letters.

**A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)**

New   
  Update   
  Upgrade   
  Transfer   
  Supplemental   
  Re-activation

The requested level of reliability/security check(s)

Reliability Status   
  Level I (CONFIDENTIAL)   
  Level II (SECRET)   
  Level III (TOP SECRET)

Other \_\_\_\_\_

**PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT**

Indeterminate   
  Term   
  Contract   
  Industry   
  Other (specify secondment, assignment, etc.) \_\_\_\_\_

Justification for security screening requirement

Position/Competition/Contract number	Title	Group/Level (Rank if applicable)
Employee ID number/PRI/Rank and Service number (if applicable)	If term or contract, indicate duration period <span style="float: right;">▶</span>	From To
Name and address of department / organization / agency	Name of official	Telephone number ( ) Facsimile number ( )

**B BIOGRAPHICAL INFORMATION (To be completed by the applicant)**

Surname (Last name)	Full given names (no initials) underline or circle usual name used	Family name at birth
All other names used (i.e. Nickname)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y M D
	Country of birth	Date of entry into Canada if born outside Canada Y M D
RESIDENCE (provide addresses for the last five years, starting with the most current) Home address		Daytime telephone number ( ) E-mail address
1	Apartment number Street number Street name	Civic number (if applicable) From To present Y M
	City Province or state Postal code Country	Telephone number ( )
2	Apartment number Street number Street name	Civic number (if applicable) From To Y M Y M
	City Province or state Postal code Country	Telephone number ( )
Have you previously completed a Government of Canada security screening form? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, give name of employer, level and year of screening. Y

**CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)**

Have you ever been convicted of a criminal offence for which you have not been granted a pardon? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction)
Charge(s)	Name of police force	City
Province/State	Country	Date of conviction ▶ Y M D



**PERSONNEL SCREENING,  
CONSENT AND AUTHORIZATION FORM**

Surname and full given names	Date of birth	Y	M	D
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**C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Departmental/Agency/Organizational Official)**

Checks Required (See Instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				( )
2. <input type="checkbox"/> Criminal record check				( )
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				( )
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				( )

**The Privacy Act Statement**  
 The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the *Government Security Policy (GSP)* of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the *Privacy Act*. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureaus). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defence PIB DND/PPE 834 (Personnel Security Investigation File), RCMP PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSC PPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for its subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, to the authorized security official.

\_\_\_\_\_  
Signature Date (Y/M/D)

**D REVIEW (To be completed by the authorized Departmental/Agency/Organizational Official responsible for ensuring the completion of sections A, B and C)**

Name and title	Telephone number	
Address	Facsimile number	

**E APPROVAL (To be completed by authorized Departmental/Agency/Organizational Security Official only)**

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status  
 Approved Reliability Status       Not approved

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature      \_\_\_\_\_  
Date (Y/M/D)

Security Clearance (if applicable)  
 Level I       Level II       Level III       Not recommended

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature      \_\_\_\_\_  
Date (Y/M/D)

Comments

PHOTO  
(for Level III T.S.,  
and/or upon request  
- see instructions)