

Solicitation/Request for Proposal: 01B68-13-0110

FOR THE PROVISION OF

**Employee Assistance Program (EAP) to the
Department of Agriculture and Agri-Foods Canada
(AAFC)**

FEBRUARY 5, 2013

FOR

Agriculture and Agri-Food Canada

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT /
CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ**

Contracting Authority:

Parker Kennedy
Sr. Contracting Officer
Agriculture and Agri-Food Canada
Professional Services Contracting Unit,
1285 Baseline Road, T3-5, Room 338
Ottawa, ON K1A 0C5
613-773-0937
parker.kennedy@agr.gc.ca

TABLE OF CONTENTS

GENERAL INFORMATION

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

PART 1: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Contractual Capacity
- 2.0 Acceptance of Terms and Conditions
- 3.0 Incurring Cost
- 4.0 Enquiries - Solicitation Stage
- 5.0 Rights of Canada
- 6.0 Sole Proposal - Price Support
- 7.0 Mandatory Clauses

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Electronic Submissions and Submission of Proposal
- 3.0 Proposal Preparation Instructions
- 4.0 Preparation of Technical Proposal (Section 1)
- 5.0 Preparation of Financial Proposal (Section 2)
- 6.0 Certification Requirements
- 7.0 Evaluation Procedures
- 8.0 Request for Proposal Amendment(s)

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

- 1.0 General Conditions
- 2.0 Requirement
- 3.0 Security Requirements
- 4.0 Contract Period
- 5.0 Contracting Authority
- 6.0 Project Authority
- 7.0 Contractor Representative
- 8.0 Priority of Documents
- 9.0 Basis for Canada's Ownership of Intellectual Property

- 10.0 Replacement of Personnel
- 11.0 Access to Government Facilities/Equipment
- 12.0 Damage to or Loss of Crown Property
- 13.0 Basis of Payment
- 14.0 Method of Payment
- 15.0 Invoicing Instructions
- 16.0 Mandatory Certifications
- 17.0 Non-Permanent Resident
- 18.0 Insurance Requirements

LIST OF APPENDICES

Appendix A- General Conditions

Appendix B- Statement of Work

Appendix C- Basis of Payment

Appendix D- Evaluation Procedures & Criteria

Appendix E- Security Requirements

Appendix F- Employees by Geographic Distribution

Appendix G- Certification Requirements

GENERAL INFORMATION

1.0 PROJECT SUMMARY

AAFC recognizes the value and importance of good health, and particularly the need to promote, foster and maintain the health and well-being of its employees and their families.

AAFC's current structure includes portfolio partners such as the Canadian Dairy Commission (CDC), the Canadian Grain Commission (CGC), the Farm Products Council of Canada (FPCC) and the Canadian Agricultural Review Tribunal (CART).

This document represents the work required by the Contractor for a one-year contract and up to four possible option years, for a maximum of five years combined. The first contract year is expected to be from June 1, 2014 to May 31, 2015.

As of April 1, 2014, AAFC and its portfolio partners' workforce will be approximately 6,083 employees with expertise in a variety of different subject areas, working in various locations across Canada and abroad.

2.0 SECURITY REQUIREMENTS

Note: The resulting contract requires that any personnel working under the contract must hold valid Reliability security clearance for the entire duration of the contract. The successful contractor will also be required to receive and store Protected and/or Classified information or assets on its site or premises and IT systems. As a result, PWGSC is required to complete a security assessment of the winning bidders premises in which our information is going to be stored prior to the commencement of the contract

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 01B68-13-0110

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at **Appendix E**;
 - (b) Industrial Security Manual (Latest Edition)

3.0 INTERPRETATION

In the RFP,

- 3.1 “Canada”, “Crown”, “Her Majesty”, “the Government” or “Agriculture and Agri-Food Canada” or “AAFC” means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 “Contract” or “Resulting Contract” means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 “Contracting Authority or authorized representative” means the AAFC official, identified in Article 5.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Article 6.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Proposer” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Proposer must have the legal capacity to enter into legally binding contracts. If the Proposer is a sole proprietorship, a partnership or a corporate body, the Proposer shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named below in section 4.6 (Part 1).
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all Proposers any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual Proposers prior to the closing date/time of this RFP.

4.6 Contracting Authority

Parker Kennedy
Sr. Contracting Officer
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada
Professional Services Contracting Unit,
1285 Baseline Road, T3-5, Room 338
Ottawa, ON K1A 0C5
(613) 773-0937
parker.kennedy@agr.gc.ca

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

1. Accept any Proposal in whole or in part, without prior negotiation;
2. Reject any or all Proposals received in response to this RFP;
3. Cancel and/or re-issue this RFP at any time;
4. Ask the Proposer to substantiate any claim made in the Proposal;
5. Enter into negotiations with one or more Proposers on any or all aspects of their Proposals;
6. Award one or more Contracts;
7. Retain all Proposals submitted in response to this RFP.

6.0 SOLE PROPOSAL - PRICE SUPPORT

6.1 Agriculture and Agri-Food Canada reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following:

- a. current published price list indicating the percentage discount available to the Department of Agriculture and Agri-Food Canada; or
- b. paid invoices for like items (like quality and quantity) sold to other customers; or
- c. price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, etc.
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

7.0 MANDATORY CLAUSES

7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 Proposers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the Proposer acknowledges the applicable law specified is acceptable to the Proposer.

2.0 ELECTRONIC SUBMISSIONS AND SUBMISSION OF PROPOSAL

Notice: Proposals submitted by Facsimile or other electronic means will not be accepted.

- 2.1 Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority no later than **March 17th, 2014 AT 12:00 PM EST**, at the following location below. In addition, the outside of the envelope containing the proposal must include the following address and contact name:

Agriculture and Agri-Food Canada
Professional Service Contracting Unit
1285 Baseline Road, T3-5, Room 338,
Ottawa, Ontario K1A 0C5
Attention: Parker Kennedy
Telephone No.: 613-773-0937

- 2.3 The onus for submitting proposals on time at the specified location rests with the Proposer. It is the Proposer's responsibility to ensure correct delivery of their proposal to the person named above.
- 2.4 The Proposer must also ensure that its name, return address, solicitation number "**01B68-13-0110**" and closing date appear legibly on the outside of the envelopes containing the technical and price proposal.
- 2.5 The Proposers are advised that, due to security measures for building visitors, the Contracting Authority may be contacted upon arrival at security or security may escort for delivery of a proposal. Any planned **in-person delivery of proposal must be between 8:00 a.m. and 12:00 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section I	Technical Proposal (with no reference to price)	1 original and 3 copies
Section II	Financial Proposal	1 original and 1 copy
Section III	Certifications	1 original and 1 copy

If there is a discrepancy between the wording of the original and the copy, the wording of the original will take precedence over the wording of the hard copy.

- 3.2 The Proposer may **submit a proposal in either official language.**
- 3.3 Each copy of the proposal is to include the Proposer's legal entity name, the name of the Proposer's contact, address, telephone number, facsimile number, email address and Request for Proposal Number.
- 3.4 It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 3.5 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:
1. The Proposer represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
 2. A Proposer that is a joint venture represents the following additional information:
 - (a) Type of joint venture (mark applicable choice):
 - Incorporated joint venture
 - Limited partnership joint venture
 - Partnership joint venture
 - Contractual joint venture
 - Other
 - (b) Composition (names and addresses of all members of the joint venture)
 3. Definition of joint venture

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

 - (a) The incorporated joint venture;
 - (b) The partnership venture;
 - (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
 4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

In the Technical Proposal, the Proposer should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Proposer will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

4.1 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 01B68-13-0110

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at **Appendix E**;
 - (b) Industrial Security Manual (Latest Edition)

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Proposer shall include a cost summary of the services requested in accordance with Basis of Payment **Appendix C** and Evaluation Procedures & Criteria **Appendix D**.

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

Proposers must submit their Financial Proposal in accordance with the following pricing basis:

- a) For Canadian-based proposers, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, excluded;
- b) For foreign-based proposers, prices must be firm (in Canadian funds) and exclude Canadian customs duties, excise taxes and the GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based proposers;
- c) The total estimated amount of GST and HST is to be shown separately, if applicable;
- d) Proposals will be assessed on an FOB destination basis.

6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached in **Appendix “G”** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Proposer and provide the Proposer with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Proposer provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Proposer’s compliancy to the applicable certifications before and after award of a contract. Any certification made by the Proposer that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this Request for Proposal and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
 - a) Seek clarification or verify any or all information provided by the Proposer with respect to this RFP, at the sole costs of the Proposer;
 - b) to contact any or all of the references supplied and to interview, at the sole costs of the Proposer, the Proposer and/or any or all of the resources proposed by the Proposer to fulfill the requirement, at AAFC or by teleconference, on 48 hours notice, to verify or validate any information or data submitted by the Proposer.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be sent to all bidder(s).

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B68-13-0110, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

- 2.1 The Contractor will provide the services identified in **Appendix B**, Statement of Work on an as and when required basis.
- 2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

- 3.1 Note: The resulting contract requires that any personnel working under the contract must hold valid Reliability security clearance for the entire duration of the contract. The successful contractor will also be required to receive and store Protected and/or Classified information or assets on its site or premises and IT systems. As a result, PWGSC is required to complete a security assessment of the winning bidders premises in which our information is going to be stored prior to the commencement of the contract
- 3.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 01B68-13-0110
1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
 2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
 4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at **Appendix E**;
 - (b) Industrial Security Manual (Latest Edition)

4.0 CONTRACT PERIOD

- 4.1 The Contract shall remain valid from the date of contract award to May 31st 2015.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to 4 additional 1 year periods under the same terms and conditions.
- 3.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
- 3.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.
- 3.2.3 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

5.0 CONTRACTING AUTHORITY

- 5.1 The Contracting Authority is:

Parker Kennedy
Sr. Contracting Officer
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada
Professional Services Contracting Unit,
1285 Baseline Road, T3-5, Room 338
Ottawa, ON K1A 0C5
(613) 773-0937
parker.kennedy@agr.gc.ca

- 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

6.0 PROJECT AUTHORITY

- 6.1 The Project Authority for the Contract is:

(The contact information for the Project Authority will be provided at time of contract award.)

- 6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and inspection of all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

(The contact information for the Contractor Representative will be provided at time of contract award.)

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that Contracts are administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Proposer must stipulate that the Contract Representative has direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the EAP Coordinator/Technical Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix G
6. Request for Proposal number **01B68-13-0110**;
7. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2. Should the Contractor at any time be unable to provide their services or those of research personnel, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3. The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4. Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5. The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6. The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the work plan. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP # 01B68-13-0110.
- 10.7. In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

- 11.1. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- (a) AAFC's premises;
 - (b) Documentation;
 - (c) Personnel for consultation;
 - (d) Office space, telephones, desk space, manuals and terminals.
- 11.2. Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
- 11.3. There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

13.2 Limitation of Expenditure:

The limitation of expenditure is a predetermined amount of money representing Canada's total liability to the contractor. The contractor is expected to do its best to satisfactorily complete all the work indicated in the contract to which this basis of payment applies without exceeding the limitation of expenditure. If the contractor cannot perform a part of the work without exceeding the limitation of expenditure, it is not legally required to perform this part of the work unless a negotiated increase to the limitation of expenditure has been previously included in the contract in writing by the Contracting authority.

1. Canada's total liability to the Contractor under the Contract must not exceed \$250,000.00 CAD for the initial contract period. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

13.3 Inspection and Acceptance

All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Project Authority or his/her designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any

communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

14.0 METHOD OF PAYMENT

14.1 Payment will be made **no more the once per month for actual days of service incurred**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

15.0 INVOICING INSTRUCTIONS

15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

15.2 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

1. The date;
2. Name and address of the Contractor;
3. Name and address of Agriculture and Agri-Food Canada;
4. Reference number;
5. Period in which services were rendered;
6. Contract number; **01B68-13-0110**;
7. The amount invoiced exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST) as appropriate and the amount of GST or HST, as appropriate, shown separately;
8. Contractor's GST number/Procurement Business Number.

15.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

16.0 MANDATORY CERTIFICATIONS

16.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

17.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)*

(CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

(FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.0 INSURANCE REQUIREMENTS

- 18.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

1.5 "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

ANNEXE A

CONDITIONS GÉNÉRALES

CG1. DÉFINITIONS

1.1 Dans le présent marché d'acquisition :

1.1 « Canada », « Couronne », « Sa Majesté » ou « gouvernement » signifient Sa Majesté la Reine du chef du Canada;

« entrepreneur » signifie la personne, l'entité ou les entités nommées dans le marché d'acquisition pour la fourniture de biens ou la prestation de services ou les deux au Canada;

1.2 « Ministre » signifie le ministre d'Agriculture et Agroalimentaire Canada ou toute personne autorisée;

1.3 « partie » signifie le Canada, l'entrepreneur ou tout autre signataire du marché d'acquisition; « parties » signifie l'ensemble d'entre eux;

1.4 « Taxes applicables » signifie la taxe sur les produits et services (TPS), la taxe de vente harmonisée (TVH) et toute taxe provinciale payable par le Canada selon la loi, tel que la taxe de vente du Québec (TVQ) à compter du 1er avril 2013;

1.5 « travaux » signifie, à moins d'indication contraire, tout ce que l'entrepreneur doit faire, fournir ou livrer pour remplir ses obligations en vertu du marché d'acquisition.

CG2. Pouvoirs du Canada

Tous les droits, recours et pouvoirs discrétionnaires accordés ou acquis par le Canada en vertu du marché d'acquisition ou de la loi sont cumulatifs et non exclusifs.

CG3. Conditions générales

L'entrepreneur est retenu à titre d'entrepreneur indépendant engagé par le Canada pour exécuter les travaux. Rien dans le contrat n'a pour objet de créer un partenariat, une coentreprise ou mandat entre le Canada et l'autre ou les autres parties. L'entrepreneur ne doit se présenter à quiconque comme un agent ou un représentant du Canada. Ni l'entrepreneur ni ses employés ne constituent des employés, des préposés ou des mandataires du Canada. L'entrepreneur doit effectuer toutes les déductions et tous les versements exigés par la loi relativement à ses employés.

CG4. Exécution des travaux

4.1 L'entrepreneur déclare et atteste ce qui suit :

- a) il a la compétence pour exécuter les travaux;
- b) il a les qualifications nécessaires, y compris les connaissances, les compétences et l'expérience, et la capacité de les utiliser efficacement pour exécuter les travaux;
- c) il a le personnel et les ressources nécessaires pour exécuter les travaux.

4.2 Sauf pour les biens du gouvernement nommément prévus au marché d'acquisition, l'entrepreneur fournit tout ce qui est nécessaire à l'exécution des travaux, y compris les ressources, les installations, la main-d'œuvre et la supervision, la gestion, les services, le matériel, les matériaux, les dessins, les données techniques, l'assistance technique, les services d'ingénierie, les procédures d'inspection et d'assurance de

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 the 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

la qualité, et la planification nécessaire à l'exécution des travaux.

4.3 L'entrepreneur doit :

- a) exécuter les travaux de manière diligente et efficace;
- b) au minimum, appliquer les tests d'assurance de la qualité, les inspections et les contrôles compatibles avec ceux qui sont généralement utilisés dans l'industrie et dont l'objet est de donner l'assurance raisonnable du degré de qualité exigé en vertu du marché d'acquisition;
- c) veiller à ce que les travaux :
 - (1) soient de bonne qualité et soient exécutés avec des matériaux et une main d'œuvre de qualité;
 - (2) soient en tous points conformes à l'énoncé de travail;
 - (3) répondent à toutes les autres exigences du marché d'acquisition.

4.4 Nonobstant l'acceptation des travaux ou d'une partie des travaux, l'entrepreneur garantit que la qualité des travaux démontrera clairement qu'il les a exécutés conformément à l'engagement prévu au paragraphe 4.3.

CG5. Inspection et acceptation

- 5.1 Les travaux seront soumis à l'inspection du Canada. Le Canada a le droit de rejeter toute partie des travaux, qu'il s'agisse d'un rapport, d'un document, d'un bien ou d'un service qui, tel qu'il est soumis, n'est pas conforme aux exigences du marché d'acquisition ou n'est pas à la satisfaction du Canada, ou d'en exiger la modification aux frais de l'entrepreneur, avant d'effectuer un paiement.
- 5.2 L'entrepreneur est en défaut d'exécution du marché d'acquisition si les travaux sont rejetés par le Canada ou s'il ne les modifie pas dans un délai raisonnable.

CG6. Modifications et renoncations

- 6.1 Les modifications apportées à la conception, aux travaux ou au marché d'acquisition ne lient les parties que si elles sont intégrées au marché d'acquisition au moyen d'un document écrit à cet effet ou d'une modification technique portant la signature des représentants autorisés du Canada et de l'entrepreneur.
- 6.2 Bien que l'entrepreneur puisse discuter avec les représentants du Canada de modifications éventuelles à l'étendue des travaux, le Canada n'assume le coût de ces modifications que lorsqu'elles sont intégrées au marché d'acquisition conformément au paragraphe 6.1.
- 6.3 Une renonciation n'est valable, ne lie les parties et ne modifie leurs droits que si elle est faite par écrit par l'autorité contractante, dans le cas d'une renonciation du Canada, et par le représentant autorisé de l'entrepreneur, dans le cas d'une renonciation de l'entrepreneur.
- 6.4 La renonciation par une partie à exercer un recours pour inexécution de toute condition du marché d'acquisition n'empêche pas cette partie d'exiger l'exécution de cette condition lors d'une inexécution subséquente, et n'est pas réputée être une renonciation à exercer en recours pour une inexécution subséquente, ni interprétée comme telle.

CG7. Délais de rigueur

Il est essentiel que les travaux soient exécutés dans le délai ou au moment fixé dans le marché d'acquisition.

CG8. Retard excusable

- 8.1 Tout retard de l'entrepreneur à s'acquitter de ses obligations en vertu

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

du marché d'acquisition, qui survient en l'absence de toute faute ou négligence de la part de l'entrepreneur, de ses sous-traitants, de ses mandataires ou de ses employés, ou qui est causé par un événement indépendant de la volonté de l'entrepreneur, et que l'entrepreneur n'aurait pu empêcher sans assumer des frais exorbitants en recourant, par exemple, à des plans de redressement, incluant d'autres sources, ou à d'autres moyens, constitue un retard excusable.

- 8.2 L'entrepreneur doit informer le ministre dès que se produit un fait qui entraîne un retard excusable. Il doit préciser, dans son avis, la cause et les circonstances du retard et mentionner la partie du travail qui est touchée. À la demande du ministre, l'entrepreneur fournit une description, sous une forme jugée acceptable par le ministre, des plans de redressement, dans lesquels il mentionne d'autres sources et d'autres moyens qu'il pourrait utiliser pour rattraper le retard et s'efforcer d'en prévenir d'autres. Dès la réception de l'approbation écrite des plans de redressement par le ministre, l'entrepreneur doit mettre ces plans de redressement à exécution et prendre tous les moyens raisonnables pour rattraper le retard excusable.
- 8.3 Si l'entrepreneur ne respecte pas les conditions du marché d'acquisition ayant trait à cet avis, tout retard qui pourrait être excusable n'est pas considéré comme tel.
- 8.4 Après trente (30) jours ou plus de retard excusable, le Canada peut, par avis écrit à l'entrepreneur, résilier le marché d'acquisition. En l'occurrence, les parties conviennent de renoncer à toute réclamation pour dommages, coûts, profits anticipés ou autres pertes découlant de la résiliation ou de l'événement qui a contribué au retard excusable. L'entrepreneur convient de rembourser immédiatement au Canada la portion de toute avance non liquidée à la date de la résiliation.
- 8.5 Sauf si le retard excusable est dû au manquement du Canada de s'acquitter d'une obligation en vertu du marché d'acquisition, le Canada n'est pas responsable des coûts additionnels encourus par l'entrepreneur ou l'un de ses sous-traitants ou mandataires par la suite d'un retard excusable.
- 8.6 Si le marché d'acquisition est résilié en vertu du présent article, le Canada peut exiger que l'entrepreneur lui livre, selon les modalités et dans la mesure prescrites par le Canada, toutes les parties achevées des travaux qui n'ont pas été livrées ni acceptées avant la résiliation, de même que tout ce que l'entrepreneur a acquis ou produit expressément pour l'exécution du marché d'acquisition. Le Canada paie alors à l'entrepreneur :
- a) la valeur, calculée en fonction du prix contractuel, y compris la quote-part du profit ou des honoraires de l'entrepreneur inclus dans le prix contractuel, de toutes les parties des travaux terminées qui sont livrées et acceptées par le Canada;
 - b) le coût de l'entrepreneur que le Canada juge raisonnable en ce qui concerne toute autre chose livrée au Canada et acceptée par le Canada.
- 8.7 Le montant total versé par le Canada en vertu du marché d'acquisition jusqu'à sa résiliation et tous les montants payables en vertu du présent paragraphe ne doivent pas dépasser le prix contractuel.

CG9. Résiliation pour raisons de commodité

- 9.1 Nonobstant toute autre disposition du marché d'acquisition, le ministre peut, en donnant un avis à l'entrepreneur, résilier ou suspendre le marché d'acquisition sans délai relativement à la totalité ou à toute partie des travaux non terminée.
- 9.2 Les travaux terminés par l'entrepreneur à la satisfaction du Canada avant l'envoi d'un tel avis sont payés par le Canada conformément aux

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 fulfilment 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

dispositions du marché d'acquisition; pour les travaux non terminés au moment de la signification de cet avis, le Canada paie à l'entrepreneur les coûts, déterminés de la façon précisée dans le marché d'acquisition, au montant représentant une indemnité juste et raisonnable relativement à ces travaux.

- 9.3 En plus du montant qui lui est payé en vertu de l'article CG9.2, l'entrepreneur a droit au remboursement des frais liés à la résiliation, consécutivement à cet avis, des engagements qu'il a pris et des frais connexes, ainsi que des engagements qu'il a pris ou des obligations qui lui incombent relativement aux travaux.
- 9.4 L'entrepreneur ne peut réclamer de dommages-intérêts, d'indemnité, de perte de profits ou d'autre compensation pour aucune raison se rapportant directement ou indirectement à une mesure prise par le Canada ou à un avis donné par lui en vertu des dispositions de l'article CG9, sauf de la façon et dans la mesure qui y sont expressément indiquées.
- 9.5 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG9.1, le Canada peut exiger que l'entrepreneur lui remette, de la façon et dans la mesure qu'il précise, tout travail complété qui n'a pas été livré avant l'arrêt des travaux ainsi que les matériaux, les biens ou les travaux en cours que l'entrepreneur a acquis ou produits expressément pour l'exécution du marché d'acquisition.

CG10. Résiliation pour manquement de la part de l'entrepreneur

- 10.1 Le Canada peut, par avis à l'entrepreneur, résilier le marché d'acquisition, en tout ou en partie :
- a) si l'entrepreneur ne s'acquitte pas de toutes ses obligations en vertu du marché d'acquisition ou, de l'avis du Canada, ne fait pas avancer les travaux, au point de compromettre l'exécution du marché d'acquisition conformément à ses conditions;
 - b) dans la mesure permise par la loi, si l'entrepreneur fait faillite ou devient insolvable, fait l'objet d'une ordonnance de séquestre, fait cession de ses biens au profit de ses créanciers, fait l'objet d'une ordonnance ou d'une résolution de liquidation, ou se prévaut de quelque loi concernant les débiteurs faillits ou insolubles; ou
 - c) si l'entrepreneur fournit une fausse déclaration en contravention des articles GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou GC 39.
- 10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.
- 10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.
- 10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

CG11. Suspension des travaux

- 11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des travaux prévus au marché d'acquisition. L'entrepreneur doit se

way that minimizes the cost of doing so.

conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

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.

CG12. Prolongation du marché d'acquisition

- 12.1 Si, de l'avis du ministre, des travaux additionnels de même nature que les travaux décrits dans le marché d'acquisition sont nécessaires, l'entrepreneur effectue les travaux et, au besoin, la durée du marché d'acquisition est prolongée en conséquence, et les parties confirment cette prolongation par écrit.
- 12.2 Le paiement des travaux décrits au paragraphe 1 est calculé et effectué selon la formule exposée à l'article CG12 et, au besoin, est établi au prorata.
- 12.3 Si le ministre décide de payer à l'entrepreneur des dépenses relatives aux travaux exposés à l'article CG12.1, les parties confirment par écrit la nature des dépenses et leur montant.

TERMS OF PAYMENT

MODALITÉS DE PAIEMENT

GC13. Method of Payment

CG13. Mode de paiement

- 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; and
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, 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, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

- 13.1 Dans le cas de paiements progressifs :
- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date de réception d'une demande de paiement progressif dûment remplie, selon les conditions du marché d'acquisition; et
 - b) si le ministre soulève une objection relativement à la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de sa réception, aviser par écrit l'entrepreneur de la nature de l'objection.
- 13.2 Dans le cas d'un paiement à l'achèvement:
- a) Le paiement que doit le Canada à l'entrepreneur pour les travaux effectués se fait dans les trente (30) jours suivants la date d'achèvement des travaux ou de la réception d'une demande de paiement et des pièces justificatives aux termes du marché d'acquisition, selon la plus tardive des deux dates;
 - b) si le ministre soulève une objection relativement à la présentation de la demande de paiement ou des pièces justificatives l'accompagnant, il doit, dans les quinze (15) jours de leur réception, aviser par écrit l'entrepreneur de la nature de l'objection.

GC14. Basis of Payment

CG14. Base de paiement

- 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.

- 14.1 Une demande de paiement sous forme de relevé détaillé certifié par l'entrepreneur quant à l'exactitude de son contenu doit être soumise au ministre.
- 14.2 Les frais de déplacement et autres dépenses qui sont prévus au marché d'acquisition sont payés en conformité avec les lignes directrices et les directives du Conseil du Trésor, l'exactitude de la demande de remboursement ayant été au préalable certifiée par l'entrepreneur.

GC15. Interest on Overdue Accounts

CG15. Intérêts sur comptes en souffrance

- 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;

- 15.1 Aux fins de la présente clause :
- a) « taux moyen » signifie la moyenne arithmétique simple du taux d'escompte en vigueur chaque jour, à 16 h, heure normale de l'Est, pour le mois civil qui précède immédiatement le mois civil au cours duquel le paiement est effectué;

- (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; and
- (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

b) le « taux d'escompte » s'entend du taux d'intérêt fixé de temps à autre par la Banque du Canada, qui représente le taux minimum auquel la Banque du Canada consent des avances à court terme aux membres de l'Association canadienne des paiements;

c) « date de paiement » signifie la date que porte le titre négociable tiré par le receveur général du Canada et remis aux fins de payer une somme exigible;

d) « exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;

e) un montant devient « en souffrance » s'il demeure impayé le premier jour suivant le jour où il est devenu exigible.

15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux moyen majoré de 3 p. 100 par année, sur tout montant en souffrance, à partir du premier jour où le montant est en souffrance et jusqu'au jour qui précède la date du paiement, inclusivement. Les intérêts sont payables sans avis de l'entrepreneur sauf sur le paiement qui est en souffrance depuis moins de trente (30) jours. Il n'est pas payé d'intérêts sur un montant acquitté dans les trente (30) jours, à moins que l'entrepreneur n'en fasse la demande.

15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.

15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.

CG16. Registres à conserver par l'entrepreneur

16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.

16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.

16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.

16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du présent article et impayé, et le porter en compensation de toute

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 (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (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 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do 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.

somme que le Canada doit à l'entrepreneur à tout moment (y compris en vertu d'autres marchés d'acquisitions). Si le Canada décide de ne pas exercer ce droit à un moment donné, le Canada ne le perd pas.

CG17. Présentation des factures

17.1 Les factures doivent être soumises au nom de l'entrepreneur. L'entrepreneur doit présenter une facture pour chaque livraison ou expédition; les factures doivent s'appliquer uniquement au marché d'acquisition. Chaque facture doit indiquer si elle porte sur une livraison partielle ou finale.

17.2 Les factures doivent indiquer :

- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
- b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contrats, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;
- c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
- d) la composition des totaux, s'il y a lieu;
- e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.

17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.

17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

CG18. Droit de compensation

Sans restreindre tout droit de compensation accordé par la loi, le ministre peut porter en compensation tout montant payable à l'entrepreneur en vertu du marché d'acquisition, de tout montant payable au Canada par l'entrepreneur en vertu du marché d'acquisition ou de tout autre marché d'acquisition en cours. Lorsqu'il effectue un paiement en vertu du marché d'acquisition, le Canada peut déduire du montant payable à l'entrepreneur tout montant qui est ainsi payable au Canada par l'entrepreneur et qui, du fait du droit de compensation, peut être retenu par le Canada.

CG19. Cession

19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.

19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada.

GC20. Sous-traitance

20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.

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 willful 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

20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada envers un sous-traitant.

20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis en vertu du marché d'acquisition.

CG21. Indemnisation

21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.

21.2 L'obligation qui incombe à l'entrepreneur d'indemniser ou de rembourser le Canada en vertu du marché d'acquisition n'empêche pas le Canada d'exercer tout autre droit que lui confère la loi.

CG22. Confidentialité

L'entrepreneur traite de façon confidentielle, pendant et après l'exécution des travaux, l'information à laquelle il a accès en raison du marché d'acquisition. Il doit faire les meilleurs efforts pour veiller à ce que ses préposés, ses employés, ses mandataires et ses sous-traitants ou ses agents attitrés observent les mêmes normes de confidentialité.

CG23. Indemnisation – Droit d'auteur

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés pour violation réelle ou alléguée d'un droit d'auteur du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de tout ce qui est fourni aux termes du marché d'acquisition.

CG24. Indemnisation – Inventions, etc.

L'entrepreneur indemnise le Canada des coûts, frais, dépenses, réclamations, actions, poursuites et procédures intentés par suite de l'utilisation protégée par brevet, ou pour violation réelle ou alléguée d'un brevet ou d'un dessin industriel enregistré du fait que l'entrepreneur s'est acquitté des obligations que lui impose le marché d'acquisition, et relativement à l'utilisation ou à l'aliénation, par le Canada, de ce qui est fourni aux termes du marché d'acquisition.

CG25. Propriété du droit d'auteur

25.1 Tout ce qui est créé ou conçu par l'entrepreneur aux fins de l'exécution des travaux prévus au marché d'acquisition et qui est protégé par droit d'auteur appartient au Canada. L'entrepreneur appose le symbole du droit d'auteur et indique l'un ou l'autre des avis suivants, selon le cas :

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

ou

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

25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une

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.

renonciation écrite et définitive aux droits moraux, sous une forme acceptable pour le ministre, de la part de chaque auteur qui a contribué aux travaux. S'il est lui-même un auteur, l'entrepreneur renonce définitivement à ses droits moraux.

GC26. Taxes

- 26.1 Municipal Taxes
Municipal Taxes do not apply.
- 26.2 Federal government departments and agencies are required to pay Applicable Taxes.
- 26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
- 26.6 Tax Withholding of 15 Percent
- Pursuant to the *Income Tax Act*, 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 to any tax liability which may be owed to Canada.

CG26. Taxes

- 26.1 Taxes municipales
Les taxes municipales ne s'appliquent pas.
- 26.2 Les ministères et organismes fédéraux doivent payer les taxes applicables.
- 26.3 Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.
- 26.4 L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.
- 26.5 Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.
- 26.6 Retenue d'impôt de 15 p. 100
- En vertu de la *Loi de l'impôt* sur le revenu, 1985, ch. 1 (5e suppl.) et du Règlement de l'impôt sur le revenu, le Canada doit retenir 15 p. 100 du montant à payer à l'entrepreneur pour les services rendus au Canada si l'entrepreneur est un non-résident, à moins que l'entrepreneur n'obtienne une dérogation valide. Le montant retenu est gardé dans un compte pour l'entrepreneur pour tout impôt à payer exigible par le 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 the 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>.
- 27.2 The Contractor must not supply to the Government of Canada any goods or services which 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

CG27. Sanctions internationales

- 27.1 Les personnes qui se trouvent au Canada, et les Canadiens qui se trouvent à l'extérieur du Canada, sont liés par les sanctions économiques imposées par le Canada. Par conséquent, le gouvernement du Canada ne peut accepter aucune livraison de biens ou de services qui proviennent, directement ou indirectement, des personnes ou des pays assujettis à des sanctions économiques.
- On trouvera les détails sur les sanctions actuelles à l'adresse :
<http://www.dfait maeci.gc.ca/trade/sanctions fr.asp>.
- 27.2 L'entrepreneur ne doit pas fournir au gouvernement du Canada de biens ou de services qui sont assujettis à des sanctions économiques.
- 27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre

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 pursuant to paragraph 221 (1)(d) of the *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 enure 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*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

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.

un pays ou une personne ou de l'ajout d'un bien ou d'un service à la liste des biens ou services visés par les sanctions. Si les parties n'arrivent pas à s'entendre sur un plan de redressement, le marché d'acquisition est résilié pour raisons de commodité conformément à l'article CG9.

CG28. T1204 Paiements contractuels de services du Gouvernement

28.1 Conformément au règlement établi en application de l'alinéa 221 (1)(d) de la *Loi de l'impôt sur le revenu*, les paiements que versent des ministères et organismes à des entrepreneurs en vertu des marchés d'acquisitions de services pertinents (y compris des marchés d'acquisitions comportant une combinaison de biens et de services) doivent être déclarés à l'aide du formulaire « Paiements contractuels de services du gouvernement », T1204. Pour permettre aux ministères et organismes clients de se conformer à cette exigence, les entrepreneurs sont tenus de fournir des renseignements au sujet de leur raison sociale et de leur forme juridique, leur numéro d'entreprise ou leur numéro d'assurance sociale ou les autres renseignements sur le fournisseur, le cas échéant, avec une attestation d'exhaustivité et d'exactitude des renseignements.

CG29. Successeurs et ayants droit

Le marché d'acquisition est au bénéfice des parties au marché d'acquisition ainsi que de leurs héritiers légaux, exécuteurs testamentaires, administrateurs, successeurs et ayants droit, qui sont tous par ailleurs liés par ses dispositions, selon le cas.

CG30. Conflits d'intérêts et Code de valeurs et d'éthique de la fonction publique

L'entrepreneur reconnaît que les personnes qui sont assujetties aux dispositions de la *Loi sur les conflits d'intérêts*, 2006, ch. 9, art. 2, du *Code régissant les conflits d'intérêts des députés*, de tout code de valeurs et d'éthique fédéral applicable ou de toute politique fédérale applicable régissant les conflits d'intérêts et l'après-mandat ne peuvent tirer aucun avantage direct du marché d'acquisition, à moins que les conditions d'octroi et de réception de ces avantages soient conformes aux dispositions des lois et codes susmentionnés.

CG31. Pots-de-vin

L'entrepreneur déclare qu'aucun pot-de-vin, cadeau, bénéfice ou autre avantage n'a été ni ne sera payé, donné, promis ou offert, directement ou indirectement, à un représentant ou à un employé du Canada ni à un membre de sa famille, en vue d'exercer une influence sur l'attribution ou la gestion du marché d'acquisition.

CG32. Erreurs

Nonobstant toute disposition contraire du marché d'acquisition, rien n'est à payer à l'entrepreneur pour le coût des travaux qu'il effectue afin de corriger des erreurs ou des omissions dont lui-même, ses préposés, ses mandataires ou ses sous-traitants sont responsables, et que ces erreurs ou omissions seront corrigées aux frais de l'entrepreneur, ou, au choix du Canada, que le marché d'acquisition pourra être résilié, auquel cas l'entrepreneur recevra le seul paiement déterminé en vertu de l'article CG10.

CG33. Exécution

L'omission par le Canada d'exiger que l'entrepreneur se conforme à une disposition quelconque du présent marché d'acquisition ne change rien au droit du Canada par la suite de faire respecter cette disposition et, lorsqu'il renonce à un droit en cas de dérogation à une condition du marché d'acquisition, il n'est pas présumé renoncer à un droit en cas de dérogation subséquente à cette condition ou à une autre.

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 the 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*, 1985, c. 44 (4th Supplement).

CG34. Genre

Le singulier ou le masculin employé dans le présent marché d'acquisition comprend le pluriel, le féminin ou les deux, selon le contexte ou la volonté des parties.

CG35. Prorogation

Les obligations des parties concernant la confidentialité, les déclarations et les garanties prévues au marché d'acquisition ainsi que les autres dispositions du marché d'acquisition qu'il est raisonnable de présumer, en raison de la nature des obligations et des droits qui y sont prévus, qu'elles devraient demeurer en vigueur demeurent applicables malgré l'expiration ou la résiliation du marché d'acquisition.

CG36. Dissociabilité

La disposition du marché d'acquisition qui serait déclarée invalide, illégale ou non susceptible d'exécution par un tribunal compétent disparaît du marché d'acquisition, sans affecter aucune autre disposition du marché d'acquisition.

CG37. Honoraires conditionnels

L'entrepreneur atteste qu'il n'a pas versé ni convenu de verser, directement ou indirectement, et convient de ne pas verser, directement ou indirectement, des honoraires conditionnels pour la sollicitation, la négociation ou l'obtention du marché d'acquisition à toute personne autre qu'un employé de l'entrepreneur agissant dans le cadre normal de ses fonctions. Dans le présent article, « honoraires conditionnels » signifie tout paiement ou autre forme de rémunération qui est subordonnée au degré de succès ou calculée en fonction du degré de succès obtenu dans la sollicitation, la négociation ou l'obtention du marché d'acquisition, et « personne » signifie tout particulier qui est tenu de fournir au registraire une déclaration en vertu de l'article 5 de la *Loi sur le lobbying*, 1985, ch. 44 (4^e suppl.).

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

- 39.1 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.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

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. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC44. Entire Agreement

GC38. Infraction au code criminel

L'entrepreneur déclare qu'il n'a pas été déclaré coupable de l'une des infractions visées aux articles 121, 124 et 418 du Code criminel, à l'exception, le cas échéant, des infractions pour lesquelles il a été réhabilité.

GC39. Communication Publique

- 39.1 L'entrepreneur consent à la communication des principaux éléments d'information concernant le marché d'acquisition si la valeur de celui-ci excède 10 000 \$, à l'exception des renseignements visés à l'un des alinéas 20 (1) a) à d) de la *Loi sur l'accès à l'information*.
- 39.2 L'entrepreneur consent, dans le cas d'un contrat conclu avec un ancien fonctionnaire qui reçoit une pension aux termes de la *Loi sur la pension de la fonction publique* (LPFP), à ce que la qualité d'entrepreneur, pour ce qui est d'être un ancien fonctionnaire qui reçoit une pension, sera déclarée sur les sites Web ministériels dans le cadre des rapports de divulgation proactive décrits à l'article 39.1.

CG40. Avis

Tout avis prévu au marché d'acquisition doit être donné par écrit et peut être livré en main propre, par messenger, par courrier, par télécopieur ou par tout autre moyen électronique qui fournit un support papier du texte de l'avis. Il doit être envoyé à l'adresse de la partie qui en est le destinataire, selon le marché d'acquisition. L'avis prend effet le jour de sa réception à cette adresse. Tout avis destiné au Canada doit être livré au ministre.

CG41. Exactitude

L'entrepreneur affirme que les renseignements qui accompagnent sa soumission sont exacts et complets. L'entrepreneur reconnaît que le ministre s'est fondé sur ces renseignements pour conclure le é d'acquisition. Ces renseignements peuvent être vérifiés de la manière que le ministre peut raisonnablement exiger.

CG42. Services de règlements des différends

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* proposera, sur demande d'une partie, un processus extrajudiciaire de règlement des différends en vue de régler tout différend entre les parties au sujet de l'interprétation ou de l'application d'un modalité du présent contrat. Les parties peuvent consentir à participer au processus extrajudiciaire de règlement des différends proposé et à en assumer les coûts. On peut communiquer avec le Bureau de l'ombudsman de l'approvisionnement par téléphone au 1-866-734-5169 ou par courriel à boa.opo@boa.opo.gc.ca

CG43. Administration du contrat

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* examinera une plainte déposée par l'entrepreneur concernant l'administration du contrat si les exigences de paragraphe 22.2 (1) *Loi sur le ministère des Travaux publics et des Services gouvernementaux* et les articles 15 et 16 du *Règlements concernant l'ombudsman de l'approvisionnement* ont été respectées, et si l'interprétation et l'application des modalités ainsi que de la portée du contrat ne sont pas contestées. Le Bureau de l'ombudsman de l'approvisionnement peut être joint par téléphone, au 1-866-734-5169 ou par courriel, à l'adresse boa.opo@boa.opo.gc.ca

CG44. Exhaustivité de l'entente

The Contract constitutes the entire agreement between the Parties relative to the subject 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 subject procurement binding on the Parties other than those contained in the Contract.

Le marché d'acquisition constitue l'intégralité de l'entente intervenue entre les parties relativement à l'acquisition dont il fait l'objet et remplace toutes négociations, communications ou autres ententes antérieures, écrites ou verbales, à moins qu'elles ne soient incorporées par renvoi au marché d'acquisition. Seuls les conditions, engagements, affirmations et déclarations concernant l'acquisition visée qui sont contenus dans le marché d'acquisition lient les parties.

APPENDIX B
STATEMENT OF WORK

1.0 TITLE:

Statement of work for the provision of Employee Assistance Program (EAP) to the Department of Agriculture and Agri-Food Canada (AAFC)

2.0 BACKGROUND:

AAFC recognizes the value and importance of good health, and particularly the need to promote, foster and maintain the health and well-being of its employees and their families.

AAFC's current structure includes portfolio partners such as the Canadian Dairy Commission (CDC), the Canadian Grain Commission (CGC), the Farm Products Council of Canada (FPCC) and the Canadian Agricultural Review Tribunal (CART).

This document represents the work required by the Contractor for a one-year contract and up to four possible option years, for a maximum of five years combined. The first contract year is expected to be from June 1, 2014 to May 31, 2015.

As of April 1, 2014, AAFC and its portfolio partners' workforce will be approximately 6,083 employees with expertise in a variety of different subject areas, working in various locations across Canada and abroad.

See Appendix F for the approximate number of expected employees by geographic distribution.

The table below provides the utilization rates for clinical services (counselling only) over the last five years:

2008-09	2009-10	2010-11	2011-12	2012-13
7.9%	8.4%	6.9%	7.6%	8.9%

The utilization rates are much higher when clinical and advisory services (preventative services) are combined, as detailed here:

2008-09	2009-10	2010-11	2011-12	2012-13
10.34%	10.79%	11.11%	11.68%	15.2%

2.1 DEFINITIONS:

2.1.1 EAP Client:

Refers to every person covered by AAFC's EAP services. Specifically, it covers all employees of AAFC and its portfolio partners across Canada and abroad, their eligible family members, surviving spouses, as well as retirees and employees whose public service employment is terminated as a result of a workforce adjustment

exercise. Surviving spouses, retirees, terminated employees and their eligible family members have access to EAP services for up to one year after an employee's end of employment. Every person covered by the services will further be referred to as Client.

2.1.2 EAP Confidential Help:

Professional assistance offered to the Client by the EAP Counsellor is aimed at the assessment of the Client's problem(s). Based on this assessment, appropriate short-term counselling, and/or ensuring referral to the best-suited resource in the community for longer term counselling and/or treatment is provided.

2.1.3 Eligible Family Member:

Each family member of an employee who meets any of the following criteria is eligible to receive EAP services:

- a spouse (including a common-law partner); or
- an unmarried child (including an adopted child, step-child or foster-child) who is:
 - i. under 21 years of age;
 - ii. from 21 to 25 years of age and enrolled in a full-time school program; or
 - iii. 21 years of age or over, who is fully dependent because of physical or mental impairment; if such impairment existed prior to the child's reaching age 21 or commenced while the child was covered as a student over the age of 21.

2.1.4 Formal Referral:

A process that is initiated by the supervisor or manager with the guidance of the EAP provider and a Human Resources (HR) Advisor or AAFC's EAP Coordinator directing an employee to utilize the departmental EAP services.

2.1.5 Normal Supervisory Assistance:

Steps taken by a supervisor when an employee's work performance problem stems from the workplace and not from personal problems. Such measures could include a redefinition of the objectives, on the job or formal training, or temporary reassignment.

2.1.6 Referral:

An oral or written recommendation to use departmental EAP services or other comparable service to encourage the Client to seek assistance in resolving personal or work-related problems that may affect performance.

2.1.7 Short-Term Counselling:

Confidential discussions between a Client and the EAP Counsellor usually lasting an average of six (6) sessions. It is understood that the duration of a counselling session will be approximately one (1) hour.

2.1.8 Work Performance:

The sum of the duties that an employee must carry out according to the standards established by the supervisor, after consultation with the employee.

3.0 AAFC'S EAP OBJECTIVES:

AAFC recognizes that an employee's health and well-being can be affected by personal problems of all kinds which, if not resolved, may have a negative impact on work performance. It is therefore the policy of AAFC to offer confidential help to those of its employees who cannot solve such personal problems on their own or with normal supervisory assistance.

3.1 Principles:

- 3.1.1** The workplace can be efficiently utilized to identify employees having health or behavioral problems, as well as wellness challenges or work-life balance issues, and to motivate them to seek the appropriate help.
- 3.1.2** AAFC promotes the concepts of prevention and early identification of problems as described in literature on EAPs.
- 3.1.3** Help is offered, never imposed. This means that an employee with a work performance problem will be offered access to professional and confidential help, both informally and formally, but will always have the final decision in terms of accepting or refusing it.
- 3.1.4** The employee receiving help from the EAP is not relieved from his/her obligations towards the employer, nor protected against the consequences of previous actions.

3.2 EAP Files:

- 3.2.1** Confidentiality of information is vital to the effectiveness of EAP. Information shared with the EAP Counsellor is confidential and, as such, will never be recorded on an employee's personnel file or be made available to management or unions.
- 3.2.2** EAP files will be under the custody of the EAP Counsellor and no information from such files will be released to anyone without the prior written and informed consent of the Client who sought assistance; except in the following exceptional circumstances:
 - i. Situations where, in the opinion of the Counsellor, there is an immediate danger to the life of the Client or an immediate threat or danger to others in Client's immediate surroundings;

- ii. Situations where the EAP Counsellor must comply with a subpoena or warrant issued or order made by a court; or
- iii. Situations within the discretionary exceptions to confidentiality contained in section 8 of the *Privacy Act*.

3.2.3 The confidentiality and privacy shall be in accordance with:

- i. the *Privacy Act*;
- ii. the *Federal Access to Information Act*; and
- iii. the [Treasury Board Policy on EAP](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text) , <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text>
- iv. the policy on [Confidentiality and Privacy](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text#appB) , <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text#appB>.

4.0 SCOPE OF WORK:

The Contractor will provide the following EAP services:

- 4.1 Clinical Services;
- 4.2 Advisory Services;
- 4.3 Trauma, Critical Incident and Crisis Management;
- 4.4 Extended Wellness Solutions;
- 4.5 Prevention Services;
- 4.6 Promotional Services;
- 4.7 Program Evaluation and Statistical Reporting; and
- 4.8 Program Satisfaction Surveys.

4.1 Clinical Services

- 4.1.1** The Contractor shall provide a single toll-free bilingual telephone counselling service that operates 24 hours a day, 7 days a week, for intake services with qualified Counsellors, for the purpose of assessment, short-term counselling, referral and follow-up.
- 4.1.2** The Contractor shall provide an immediate response to all requests for assistance with appointments scheduled within two (2) days, except in crisis situations where the appointment is to be scheduled the same day.
- 4.1.3** The Contractor shall provide an average of six (6) assessment and/or counselling sessions for each primary issue identified by a request for assistance. The EAP Counsellor may determine at any time within the usual period of short-term counselling that the Client should be referred to a local community resource for specialized and/or longer-term assistance.
- 4.1.4** When short-term counselling of a Client over and above the base average of six (6) sessions per primary issue identified, by a request for assistance, is likely to resolve the problem, such counselling is to be provided by the Contractor as part of the contract.

- 4.1.5** When longer-term treatment of a Client is indicated, the Contractor shall provide a referral service to the most appropriate community resource(s). The Counsellor will then act as a Case Manager to assist the Client through the referral process and will also offer continued follow-up to ensure the Client is satisfied with the services provided.
- 4.1.6** The Contractor shall provide follow-up on a monthly basis to all clients who have utilized the EAP services to determine if there are any further needs identified until it is determined this is no longer required and to ensure the services received by the Client were rendered appropriately.
- 4.1.7** The Contractor shall provide counselling services, in-person sessions, during the client's normal working periods (8:00 a.m. to 6:00 p.m. in their time zone, Monday to Friday, except for statutory holidays). The scheduling of appointments shall be arranged between the Client and the Contractor.
- 4.1.8** The Contractor shall provide all services at a convenient location in the community with the possibility of providing the services in an appropriate worksite facility. In remote communities lacking both contractor and/or community based resources, the assessment and counselling services are to be provided by the Contractor in the employee's community or alternatively in a mutually convenient community.
- 4.1.9** The Contractor shall provide confidential and secure e-counselling or other alternate delivery vehicles where applicable.
- 4.1.10** EAP services shall be available to clients with specific requirements, i.e. disabilities and impairments as outlined in the AAFC Workplace Accommodation Policy. Services must be available for the hearing impaired.
- 4.1.11** The Contractor must provide the services in both official languages.
- 4.1.12** Below is a non-exhaustive list of issues where EAP short-term counselling services may be required:
- i.* **Personal Well-Being:** personal stress, depression, physical or health problems, grief and loss, anxiety, aging/midlife issues, life transitions, managing anger, mental health and well-being, eating disorders, crisis situations, trauma;
 - ii.* **Relationship and Family:** communications, relationship conflict, separation/divorce, parenting, domestic abuse, blended family issues, aging parent concerns;
 - iii.* **Workplace challenges:** workplace conflict, workplace performance, career planning, violence, harassment, work-life balance, work-related stress; and

- iv. **Addictions:** alcohol, drugs, tobacco, gambling, other addictions, post-recovery support.

4.2 Advisory Services

- 4.2.1 The Contractor shall provide advice to management, supervisory staff, HR Advisors and union officials, on how to deal with and resolve problems. Statistics on the number of managers, supervisors, HR advisors and union representatives who have availed themselves of this service to be included in the quarterly reports.
- 4.2.2 The Contractor shall attend national union-management meetings when requested to do so.

4.3 Trauma, Critical incident and Crisis Management

- 4.3.1 Through Briefing/Debriefing Sessions, at the request of AAFC, the Contractor shall provide assistance to manage trauma or stress experienced as a result of a critical incident which might occur outside the normal course of events/activities at work (e.g. sudden death of a colleague, major organizational change, etc.).
- 4.3.2 The Contractor will use the pre-determined rate per hour.

4.4 Extended Wellness Solutions

The Contractor shall provide specialized clinical services to assist EAP Clients address work/life balance issues and problems that may take a toll on their ability to be effective, either at home or at work. This service provides in-depth assessment, consultation, support, advice and coaching on a wide range of issues faced by couples, parents, teens, and young adults throughout their life cycle. The extended wellness solutions may include:

- 4.4.1 Parental support and information about available local resources to help reduce the stress and time involved in researching quality child-related services.
- 4.4.2 Professional advice, information and resources to help EAP Clients find appropriate care or assistance for elderly or other family members for whom they are responsible.
- 4.4.3 Youth-related Service for teens (aged 12-19) and young adults (aged 20-25), as well as their parents, providing the opportunity to talk to someone outside the family to gain information, support and obtaining an objective point of view to help resolve problems and issues during this trying period. This service also helps teens plan for university or for subsequent careers.

- 4.4.4 Information and support for expectant parents and those returning to work after a parental leave to facilitate the transition to and from work.
- 4.4.5 Advice on tutoring programs, special needs schools, and other educational resources including extra-curricular activities. Also addresses the needs of youth planning for university or seeking career counselling.
- 4.4.6 Online wellness promotion services are designed to provide EAP Clients with easily accessible and reliable information on a wide array of self-help work/life topics through a website maintained by the Contractor. Access is restricted to members with a specific client user name and security password.

4.5 Prevention Services

- 4.5.1 The Contractor will provide preventative services such as wellness workshops and training, in both official languages, to educate EAP Clients about personal issues related to life style and work environment, on a variety of wellness topics to include, but not limited to:
 - i. Stress Management;
 - ii. Burnout Prevention;
 - iii. Life/Work Balance;
 - iv. Communication Skills; and
 - v. Change Management.
- 4.5.2 The contractor shall provide customized training sessions at the request of, and as coordinated by AAFC's EAP Coordinator, in person but also through alternate formats such as webinars and videoconferences.
- 4.5.3 In the event that AAFC's EAP Coordinator requests a session on a topic for which the contractor does not have a ready-made session, the contractor and AAFC's EAP Coordinator will work collaboratively to develop the required material.
- 4.5.4 The Contractor will use the pre-determined rate per hour for these sessions.

4.6 Promotional Services

- 4.6.1 The Contractor will provide promotional material to EAP Coordinator. Appropriate promotional material shall be made available in both official languages. This material will include a combination of posters, brochures, wallet-size cards with the toll-free number. The selected

contractor will be responsible for printing, publishing and distributing the promotional material.

- 4.6.2** Provide, free of charge, up to thirty (30) information sessions about all the available services per contract year (approximately but not limited to one hour per session).
- 4.6.3** A promotion program shall be designed in a manner which will allow for an intensive information campaign shortly after the contract is awarded.
- 4.6.4** The Contractor will provide a yearly communication plan and specifically designed promotion material tied to wellness events to promote services available, provide links to external resources (e.g. World Mental Health Day).
- 4.6.5** The Contractor shall keep the Clients continuously aware of the services offered throughout the duration of the contract.
- 4.6.6** Inform the EAP Coordinator of any new services available which relate to EAP counselling and provide tools to advertise them to Clients.

4.7 Program Evaluation and Statistical Reporting

- 4.7.1** The Contractor must submit to AAFC's EAP Coordinator, on a quarterly basis, for the full duration of the contract period, a complete computerized status report of the case load to include the following statistics and a narrative report on program operations:
 - i. Number of cases;
 - ii. Provincial distribution;
 - iii. Organizational distribution;
 - iv. Problem types;
 - v. Consulting services provided; and
 - vi. Calls by managers/supervisors, HR Advisors and union representatives.
- 4.7.2** AAFC will monitor the case load during the contract period through the receipt of the above-mentioned quarterly status reports from the Contractor.

4.8 Program Satisfaction Surveys

On an annual basis for the period of the initial contract and for the option year(s), if exercised by Canada, the Contractor shall conduct a user satisfaction survey with the EAP Coordinator while observing the program principles of confidentiality and anonymity.

4.9 Additional Requirements

The Contractor shall also be required to:

- 4.9.1 Provide offices or arrange for all facilities across Canada and its foreign office(s) (refer to Appendix F for a listing of the locations);
- 4.9.2 Provide offices or facilities that are wheelchair accessible;
- 4.9.3 Provide telephone TTY services for hearing-impaired individuals;
- 4.9.4 Have access to all necessary counselling aids, equipment and tools of the profession to fully satisfy the needs of AAFC;
- 4.9.5 Make available to AAFC staff, at no cost, the information that is accessible via its website; and
- 4.9.6 Provide at the request of the EAP Coordinator, optional services (e.g. disability management, stress management, etc.) based on changing organizational needs. The Contractor will use the pre-determined rate per hour per session.

4.10 Reference

- i. [Treasury Board Policy on Employee Assistance Program, http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542](http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542)
- ii. [Access to Information Act http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html](http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html)
- iii. [Privacy Act http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html](http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html)
- iv. [Personal Information Protection and Electronic Documents Act \(PIPEDA -Part II\) http://laws-lois.justice.gc.ca/eng/acts/P-8.6/page-1.html](http://laws-lois.justice.gc.ca/eng/acts/P-8.6/page-1.html)

4.11 Procedures Directive

The following principles will be used for referrals:

4.11.1 Self-Referrals:

At all times, employees are encouraged to voluntarily seek confidential help from the EAP or any other outside competent resource on a personal problem.

4.11.2 Third Party Referrals:

Should a supervisor/manager, HR advisor, employee representative or co-worker, wish to direct someone to the EAP, he/she should contact an EAP Counsellor in order to discuss the situation and ultimately determine the steps to be taken to achieve the agreed-upon objective.

4.11.3 Formal Referrals:

A process that is initiated by the supervisor or manager with the guidance of the EAP provider and a HR Advisor or AAFC's EAP Coordinator to direct an employee to utilize the departmental EAP services.

An employee will be requested to provide written consent:

- i. permitting AAFC to provide a written explanation to the EAP provider for the reason for the formal referral;
- ii. committing to the use of EAP and complying with any identified treatment plan; and
- iii. permitting the EAP provider to confirm that the employee is complying with the EAP treatment plan and the end date of treatment.

The nature and details of the EAP treatment remain confidential.

5.0 DELIVERABLES

5.1 Provide clinical services as described in the Scope of Work Item 4.1.

5.2 Provide advisory services as described in the Scope of Work Item 4.2.

5.3 Provide, upon request by the Project Authority, up to thirty (30) sessions per contract year of resourcing expertise for delivery of information/awareness sessions.

5.4 Provide, within twenty (20) calendar days from the date of contract award, promotional materials in English and French languages to include a combination of posters, brochures, wallet-size cards with a toll-free telephone number.

5.5 Quarterly computerized status reports of the caseload to include the statistics as identified in item 4.7 "Program Evaluation and Statistical Reporting" and a narrative report on program operations.

5.6 A user satisfaction survey conducted on an annual basis in the last quarter of the yearly contract is co-developed and delivered by the Contractor.

6.0 LANGUAGE REQUIREMENTS:

The Contractor shall provide all services and activities in both of Canada's official language (English or French) in each of the locations set out in Appendix F. During the period of this Contract, all services shall be provided in the official language chosen by the requestor.

7.0 RESOURCES AND LEVEL OF EFFORT:

7.1 Resources:

- 7.1.1** The Contractor must offer access to a bilingual toll-free line 24/7;
- 7.1.2** The Contractor must provide services and activities in the locations set out in Appendix F;
- 7.1.3** Facilities must be accessible to people with disabilities; and
- 7.1.4** The EAP service provider is solely responsible for its own office locations and equipment.

7.2 Roles and Responsibilities:

7.2.1 Contractor/Service Provider:

- 7.2.1.1** Provides designated account manager;
- 7.2.1.2** Ensures assessment, appropriate short-term counselling, referral and follow-up service to the Client seeking assistance on personal problems;
- 7.2.1.3** Provides advice, as requested, free of charge to management, supervisory staff and union officials on how to handle sensitive employee issues, explore options and how to encourage employees to avail themselves of EAP, irrespective of whether it is affecting their work performance or not;
- 7.2.1.4** Provides online services, including member's access to a library of self-help services, setting up appointments online and the availability of secured online counselling;
- 7.2.1.5** Upon request, participates in information sessions on the departmental EAP Policy, training and/or awareness activities;
- 7.2.1.6** Upon request, provides information to AAFC on the state of the EAP and its services;
- 7.2.1.7** Upon request, participates in trauma briefings/debriefings;
- 7.2.1.8** Provides EAP coordinator with an electronic version in Acrobat-pdf file or Word of the quarterly statistical reports and a yearly narrative interpretation report;
- 7.2.1.9** All Professional Counsellors must be qualified by training and/or certification as required in the provincial/territorial jurisdiction in which they work;

- 7.2.1.10 Counsellors providing e-counselling services must have advanced computer skills and ideally, formal training and/or a certification and/or a diploma in e-counselling; and
- 7.2.1.11 Must abide by the Code of Ethics defined in the TBS Policy on Employee Assistance Program, <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text>, Code of Ethics, <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12542§ion=text#appC>.

7.2.2 AAFC EAP Coordinator:

- 7.2.2.1 Develops and implements an Employee Assistance Program in accordance with employer and employee needs; in cooperation with the unions.
- 7.2.2.2 Oversees, monitors, reviews, evaluates and reports on delivery and administration of the departmental EAP nationally;
- 7.2.2.3 Assists and supports the EAP Provider in coordinating promotion and publicity of EAP services;
- 7.2.2.4 Develops and directs awareness activities and programs;
- 7.2.2.5 Advises managers to identify wellness sessions best suited to their needs;
- 7.2.2.6 Recommends changes to meet evolving needs;
- 7.2.2.7 Manages the contract with the service provider, addresses issues and complaints as they may arise;
- 7.2.2.8 Liaises with Treasury Board on EAP issues; and
- 7.2.2.9 Liaises with employees' representatives.

7.2.3 The Immediate Supervisor and/or the HR Advisor:

- 7.2.3.1 Learns about the EAP's services and referral procedures;
- 7.2.3.2 Indicates that confidential help is available through EAP, encourages employees to use the service and offers the appropriate support; and
- 7.2.3.3 Cooperates, when necessary, with the source of professional help in the follow-up phases of an intervention (e.g. reintegration in the workplace after treatment).

7.2.4 The Union Representative:

7.2.4.1 Supports the objectives of the EAP;

7.2.4.2 Liaises with the EAP Coordinator; and

7.2.4.3 Motivates members struggling with personal problems to seek EAP confidential assistance.

7.2.5 The Employee:

7.2.5.1 Accountable for his/her work performance at all times; and

7.2.5.2 Voluntarily seeks help from the EAP Counsellor or any other outside competent resource, when deemed necessary.

7.2.6 Treasury Board:

Develops and provides policies, standards, directives and guidelines governing the health of employees of the Public Service and evaluates their implementation and effectiveness.

7.2.7 Health Canada:

Cooperates with departmental EAP personnel by providing advice and professional medical services upon request.

8.0 LOCATION OF WORK AND TRAVEL

The Contractor must be able to provide services at convenient locations in the communities where AAFC employees are located, as defined in Appendix F.

The **firm all inclusive monthly rates and the firm all inclusive hourly rates** proposed should take into account all expenses associated with the provision of EAP services and additional sessions, including but not limited to ALL travel and living costs, any intake services, case management, file set-up and administration.

9.0 SECURITY REQUIREMENTS

- 9.1 Note: The resulting contract requires that any personnel working under the contract must hold valid Reliability security clearance for the entire duration of the contract. The successful contractor will also be required to receive and store Protected and/or Classified information or assets on its site or premises and IT systems. As a result, PWGSC is required to complete a security assessment of the winning bidders premises in which our information is going to be stored prior to the commencement of the contract

9.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 01B68-13-0110

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at **Appendix E**;
 - (b) Industrial Security Manual (Latest Edition)

10.0 DURATION/PERIOD OF CONTRACT

Initial Contract Period: Contract award to May 31, 2015

Option year 1 - June 1, 2015 - May 31, 2016

Option year 2 – June 1, 2016 - May 31, 2017

Option year 3 - June 1, 2017 - May 31, 2018

Option year 4 - June 1, 2018 - May 31, 2019

11.0 AUTHORITIES

The Project Authority for this contract is:

(to be inserted at time of contract award)

The Contracting Authority assigned to this contract is:

Parker Kennedy

Senior Contracting Officer

Professional Services Contracting Unit

613-773-0937

parker.kennedy@agr.gc.ca

12.0 ESTIMATED VALUE

The Total value of this contract will be **\$1,500,000.00 + HST** over five years including 4 option years.

Initial Contract: FY 2014-15 – From date of contract award to May 31st, 2015 = \$250,000

FY 2015-16 – April 1, 2015 to March 31, 2016 = \$300,000

FY 2016-17 – April 1, 2016 to March 31, 2017 = \$300,000

FY 2017-18 – April 1, 2017 to March 31, 2018 = \$300,000

FY 2018-19 – April 1, 2018 to March 31, 2019 = \$300,000

FY 2019-20 – April 1, 2019 to May 31, 2019 = \$50,000

**APPENDIX C
BASIS OF PAYMENT**

1.0 General

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) for the labour will be shown separately.

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the contract as outlined in Appendix 'B' herein. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) are extra. *(Prices to be inserted at contract award)*

3.0 For EAP Services:

Initial Contract Period

Proposed Contract Period	Firm all inclusive monthly rate		TOTAL
Up to May 31 st , 2015	\$ _____	x 12 months =	\$ _____ (A1)

1st Option Period

Proposed Contract Period	Firm all inclusive monthly rate		TOTAL
Up to May 31 st , 2016	\$ _____	x 12 months =	\$ _____ (A2)

2nd Option Period

Proposed Contract Period	Firm all inclusive monthly rate		TOTAL
Up to May 31 st , 2017	\$ _____	x 12 months =	\$ _____ (A3)

3rd Option Period

Proposed Contract Period	Firm all inclusive monthly rate		TOTAL
Up to May 31 st , 2018	\$ _____	x 12 months =	\$ _____ (A4)

4th Option Period

Proposed Contract Period	Firm all inclusive monthly rate		TOTAL
Up to May 31 st , 2019	\$ _____	x 12 months =	\$ _____ (A5)

4.0 For Prevention Services (See Appendix 'B):

Initial Contract Period – Prevention Services

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2015	\$ _____ (B1)

1st Option Period - Prevention Services

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2016	\$ _____ (B2)

2nd Option Period - Prevention Services

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2017	\$ _____ (B3)

3rd Option Period - Prevention Services

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2018	\$ _____ (B4)

4th Option Period - Prevention Services

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2019	\$ _____ (B5)

5.0 For Briefing/Debriefing Trauma Sessions (See Appendix 'B):

Initial Contract Period - Briefing/Debriefing Trauma Sessions

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2015	\$ _____ (C1)

1st Option Period - Briefing/Debriefing Trauma Sessions

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2016	\$ _____ (C2)

2nd Option Period - Briefing/Debriefing Trauma Sessions

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2017	\$ _____ (C3)

3rd Option Period - Briefing/Debriefing Trauma Sessions

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2018	\$ _____ (C4)

4th Option Period - Briefing/Debriefing Trauma Sessions

Proposed Contract Period	Firm all inclusive hourly rate
Up to May 31 st , 2019	\$ _____ (C5)

**APPENDIX D
EVALUATION PROCEDURES & CRITERIA**

TECHNICAL PROPOSAL

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

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

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proposers' responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

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

Technical Proposal	=	60%
Financial Proposal	=	40%
Overall Proposal	=	100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (60)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (40)}}{\text{Bidder's Price}} = \text{Overall Score}$$

Example:

Highest Combined Rating Technical Merit (60%) and Price (40%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 60}{100} = 52.8$	$\frac{*50 \times 40}{60} = 33.3$	= 86.1
Proposal 2 - Tech = 86/100 - Price = \$55,000	$\frac{86 \times 60}{100} = 51.6$	$\frac{*50 \times 40}{55} = 36.36$	= 87.96
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 60}{100} = 45.6$	$\frac{*50 \times 40}{50} = 40$	= 85.6
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.96			

Note: the price of any non-compliant bids will not be used in the highest combined overall rating.

1.5 To be considered Responsive, a Proposal Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the minimum number of points identified **overall** in rated criteria.
- 3- Proposers must meet the mandatory requirements of this Request for Proposal and achieve **a minimum of 70 percent overall of the rated requirements.**
- 4- A bidder who doesn't qualify in any of the evaluation criteria will not be considered for the lowest price of the Highest Combined Rating Score calculation.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proposers are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

1.8 The Proposers acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.

- 1.9 Proposers shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the (highest technical score / lowest price) will be ranked higher. In the rare case that there is an all-out tie, the winning bidder will be the proposal which was received first by AAFC.

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

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

Criteria	Mandatory Evaluation Criteria	Page No.
M1	Organisation information	
	The Proposer must provide key contact information : 1.1 Legal name of supplier 1.2 Address (Street, City, Province, Postal Code) 1.3 Telephone number 1.4 Email address 1.5 Website address 1.6 Name of contact and title	
M2	Accreditation	
	The Proposer must provide proof: 2. Certification by the Council on Accreditation (COA) If the bidder is currently undergoing certification OR recertification then the bidder must provide all pertinent information	
M3	EAP service availability	
	The Proposer must provide these services: 3.1 Confidential assistance and short-term counselling to all EAP Clients experiencing personal or work-related problems 3.2 In both official languages of Canada 3.3 24/7 free access to services 3.4 Immediate counselling in case of crisis 3.5 Secure web-chat 3.6 Equitable access for persons with disabilities: a. 24/7 toll-free TTY b. Website accessible in conformity with the most current Web Content Accessibility Guidelines http://www.w3.org/TR/UNDERSTANDING-WCAG20/ from the international World Wide Web Consortium (W3C) 3.7 Across Canada and abroad - in each of the locations set out in	

	Appendix 1 to Annex “A” 3.8 Online services and library of self-help resources (e.g. FAQ sheets, courses, links to no-cost community resources)	
M4	Treasury Board Secretariat’s Employee Assistance Program Policy	
	The Proposer must meet the minimum requirements as defined by TBS policy: 4.1 Communication tools: to inform employees about the program and how to access its services; 4.2 Training for managers and supervisors: on matters related to the program and informed of their responsibility to refer employees with work performance problems related to personal difficulties to the departmental EAP; 4.3 Critical incident procedure: where employees are likely to be involved in critical incidents because of the nature of their work, a procedure is established to provide initial stress debriefing session as soon as possible after such an incident and EAP follow-up if required.	
M5	Legal requirements and obligations	
	The Proposer must provide a written statement establishing that EAP Counsellors’ minimum professional qualifications are in agreement with the specific provincial/territorial requirements of the place of work. 5.1 Psychologists – NOC code 4151 ⁱ (http://www30.hrsdc.gc.ca/NOC/English/NOC/2006/ProfileQuickSearch.aspx?val=4&val1=4151&val65=*) 5.2 Social Workers – NOC code 4152 (http://www30.hrsdc.gc.ca/NOC/English/NOC/2006/ProfileQuickSearch.aspx?val=4&val1=4152&val65=*) 5.3 Family, Marriage and other related Counsellors – NOC code 4153 (http://www30.hrsdc.gc.ca/NOC/English/NOC/2006/ProfileQuickSearch.aspx?val=4&val1=4153&val65=*) 5.4 Employment Counsellors – NOC code 4213 (http://www30.hrsdc.gc.ca/NOC/English/NOC/2006/ProfileQuickSearch.aspx?val=4&val1=4213&val65=*) 5.5 Community and Social Service Workers – NOC code 4212 (http://www30.hrsdc.gc.ca/NOC/English/NOC/2006/ProfileQuickSearch.aspx?val=4&val1=4212&val65=*)	

3.0 POINT RATED REQUIREMENTS

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

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

Proposers must meet the mandatory requirements of this Request for Proposal and achieve **a minimum of 70 present overall of the rated requirements**

Criteria	RATED REQUIREMENTS	Page No.	MaxPoints
R1	Information about the Proposer		30
	1.1 Years in business as EAP provider 1.2 Years of experience providing EAP services to federal public service of Canada 1.3 Company structure and regional representation(s) (number of offices, employees and counsellors) 1.4 Does your organization outsource administration for any of the services you provide? If so, explain and identify the other vendors that would be providing services to our employees.		
R2	Experience and qualifications required to be EAP Account Manager for AAFC's EAP		15
	2.1 Years of experience as EAP Account Manager 2.2 Minimum acceptable educational requirement 2.3 Ability to communicate in both official languages		
R3	Experience and credentials of intake counsellors		15
	The Proposer must provide detailed information about their recruitment standards: Qualifications required by the EAP provider for responders to the 24/7 toll-free and online EAP service access points – identify the criteria for determining the intake counsellor's abilities: 3.1 Minimum acceptable educational requirement 3.2 Depth and breadth of in-house training prior to start taking calls		
R4	Demonstrates an understanding of the <u>defined scope</u> of required services		40
	The Proposer must provide detailed information on how the following services are defined and advertised to managers, employees and unions: 4.1 Short-term counselling 4.2 EAP client referral – resulting in external community resource referral 4.3 Privacy and Confidentiality, including the limited legal circumstances requiring disclosure of confidential information 4.4 Trauma, Critical Incident and Crisis Management <ol style="list-style-type: none"> a. Definition of trauma/critical incident/crisis b. How to access service in the event of a trauma/critical incident c. Follow-up procedures 		

	4.5 Extended Wellness Solutions		
R5	Demonstrates an understanding of the <u>defined scope of required communication and evaluation</u>		45
	The Proposer must provide detailed information about the <u>procedures and standards in place</u> for: 5.1 Active promotion of the available EAP services to employees a) Communication plan b) Promotional material availability 5.2 Providing expert advice, training of, and assistance to AAFC leadership (managers, supervisors, and union officials) 5.3 Handling formal referrals – roles, responsibilities and how confidentiality is managed 5.4 Regular data reporting on EAP utilization 5.5 User satisfaction survey		
R6	Demonstrates the established networks with external resources available		40
	The Proposer must describe referral and follow-up procedures to external community resources: 6.1 Identified by province, territory or region 6.2 Identified by type of therapy/counselling 6.3 Identified by subject of counselling (e.g. mental illness or addictions or stress) 6.4 Follow-up / case management		
R7	Scope of “value-added” services available on a self-help basis		15
	The Proposer must detail the depth and breath of all the online resources available included in the basic EAP contract price (e.g. FAQ sheets, courses, links to no-cost community resources) 7.1 By Subject matter (identify mandatory elements e.g. Work-life balance, childcare, eldercare) 7.2 By type of resource		
R8	Resources on Mental health		5
	The Proposer must provide information on all their in-house resources available related to mental health (e.g. tools for managers, specialized training to raise awareness, information kits for employees or presentation sessions on mental health)		
TOTAL FOR RATED REQUIREMENTS		TOTAL	/100

4.0 FINANCIAL PROPOSAL

- 4.1 In the Financial Proposal, the Proposer shall provide firm all inclusive rates as per **Appendix C** to provide the services requested in accordance with the Statement of Work **Appendix B**.

The bidders **Evaluated Price** will be determined according to Appendix C, and the following formula:

$$\text{Evaluated Price} = (A1+A2+A3+A4+A5) + (B1+B2+B3+B4+B5) + (C1+C2+C3+C4+C5)$$

The total firm all inclusive rates of the bidders proposal are to include all travel and living expenses. GST or HST (applicable taxes) are to be shown separately and are incorporated into the formula above.

4.2 The proposer shall provide a cost breakdown which should include the following cost elements as applicable:

a) Professional fees

The Proposer is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note, the professional fee is to include: overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Proposer is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are to be incorporated the firm all-inclusive rates. A list of acceptable direct out-of-pocket expenses is as follows: i.e. facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead should not be added in the cost.

c) Taxes (GST and/or HST)

All taxes must be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined technical and financial score. The Bidder with the highest combined score will be awarded the contract.

APPENDIX E
SECURITY REQUIREMENTS

(See attached)

APPENDIX F
GEOGRAPHICAL DISTRIBUTION

(See attached)

APPENDIX G

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFP) document. Proposers must include, with their proposal, a signed copy of this certification below.

A) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA'S TERMS AND CONDITIONS

Proposers will accept Agriculture & Agri-Food Canada's terms and conditions.

The General Conditions in Appendix A and those set out in Part 3 of this RFP shall form part of the Resulting Contract

Name

Signature

Date

B) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY/COLLEGE OR INDIVIDUAL)

Please certify that the Proposer is a legal entity, by indicating whether the Proposer is **i)** a sole proprietorship, partnership or corporate entity, **ii)** indicating the laws under which the partnership or corporate entity was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of your organization is located.

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

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

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

Name

Signature

Date

C) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

D) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

E) VALIDITY OF PROPOSAL

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

valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,

signed by an authorized representative of the Bidder in the space provided on the RFP; and,

provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date

F) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date

G) PUBLIC ORGANIZATIONS, UNIVERSITIES, NON-PROFIT AND CHARITABLE ORGANIZATIONS

Public organizations, universities, non-profit and charitable organizations who wish to submit a proposal for this requirement, must provide the following certification:

"We hereby certify that we have established ourselves as competing with the private industry in the normal course of business and are not given unfair competitive advantage either through subsidization or through the absence of any liability to pay corporate taxes."

Name

Signature

Date

H) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of

public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

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

Name

Signature

Date

ⁱ National Occupational Classification (NOC) - <http://www30.hrsdc.gc.ca/NOC/>