

Request for Proposal (RFP): 01B68-13-0223

FOR THE PROVISION OF

Access to Information & Privacy (ATIP) Analysts

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

Lyndsay Rajaram
Senior Contracting Advisor
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada
Professional Services Contracting Unit,
1285 Baseline Road, T3-5, Room 352
Ottawa, ON K1A 0C5
Telephone/Téléphone: 613-773-0933
E-mail address: lyndsay.rajaram@agr.gc.ca

TABLE OF CONTENTS

- 1.0 Project Summary
- 2.0 Security Requirements
- 3.0 Interpretation

PART 1: BIDDER 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
- 8.0 Debriefing
- 9.0 Office of the Procurement Ombudsman

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 (Section 3)
- 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
- 19.0 Work Allocation – TA Process

LIST OF APPENDICES

- Appendix A - General Conditions
- Appendix B - Statement of Work
- Appendix C - Basis of Payment
- Appendix D - Evaluation Procedures & Criteria
- Appendix E - Certification Requirements

GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture and Agri-Food Canada (AAFC) requires the services of a Senior Analyst with expertise in the treatment of highly complex Access to Information and Privacy requests in order to assist AAFC in fulfilling its legislative requirements to respond to formal request made under the Access to Information Act and the Privacy Act.

The resulting contract will be for a period of one year with 2 one-year option periods, with a total limitation of expenditure not to exceed \$450,000.00 CAD excluding applicable taxes. Services will be required on an as and when required basis.

1.1 SECURITY REQUIREMENTS

There is a security required associated with the work. The proposed resources must at all times throughout the validity of the contract possess a valid personnel clearance at the **Secret Level**.

At the date of bid closing, the Security requirements must be met. The Bidder must submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.1 and Part 3, Article 3.0 for additional information.

2.0 INTERPRETATION

- In the Request for proposal "RFP",
- 2.1 "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;
 - 2.2 "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;
 - 2.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 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;
 - 2.4 "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;
 - 2.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
 - 2.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 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;

- 2.7 "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;
- 2.8. "Bidder" means a person or entity submitting a Proposal in response to this RFP;
- 2.9 "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: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder 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 on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 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 Bidders, the Contracting Authority will provide, simultaneously to all Bidders 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 bidders prior to the closing date/time of this RFP, unless otherwise specified.

- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

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 Bidder to substantiate any claim made in the Proposal;
 5. Enter into negotiations with one or more Bidders 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 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:

1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover

its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

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.

8.0 DEBRIEFING

- 8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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 In their bid submission, bidders 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 bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.
- 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 named on the cover page of the RFP no later than **April 22, 2014 AT 12:00 PM EST**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person 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 1	Technical Proposal (with no reference to price)	1 original hard copy and 1 electronic copy on CD or USB
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

3.2 The Bidder may **submit a proposal in either official language.**

3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

4.2 Security Requirements

4.2.1 **At the date of bid closing**, the following conditions must be met:

- a) The Bidder's individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 3 Article 3.0. The Bidder **must** provide the following information for all individuals who will require access to classified or protected information, assets or sensitive work sites to validate the clearance.
 - Full Name as it appears on the clearance
 - security level and number, and
 - date of birth (optional)

4.2.2 The Bidder should provide reference to the location within the technical proposal where the evidence of security requirements being met can be found. AAFC reserves the right to validate the security information provided to confirm the Bidder meets the security requirements.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm per diem to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.

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

6.0 CERTIFICATION REQUIREMENTS

In order to be awarded a contract, the certifications attached in **Appendix "E"** 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 Bidder and provide the Bidder 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 Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder 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 RFP 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 verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP 01B68-13-0223, 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

- 1. The Contractor/Offeror personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid **SECRET**, granted or approved by CISD/PWGSC.
- 2. The Contractor/Offeror **MUST NOT** remove any **PROTECTED/ CLASSIFIED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4.0 CONTRACT PERIOD

- 4.1 The Contract shall be for the period identified on page 1 of the contract.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to two additional one-year periods under the same terms and conditions.
 - 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
 - 4.2.2 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.
 - 4.2.3 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:

Lyndsay Rajaram
Senior Contracting Advisor
Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
1285 Baseline Road, T3-5, Room 352,
Ottawa, ON K1A 0C5
Tel.: 613-773-0933
E-mail: lyndsay.rajaram@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 approve 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 the Contract is 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 Contract Representative must have 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 Project 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 E
6. Request for Proposal number 01B68-13-0223
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 / ADDITIONAL 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, 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 Statement of Work. 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 01B68-13-0223
- 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.
- 10.8 **Additional resources:** Canada reserves the right to request additional resources for a Senior ATIP Analyst, when required and under the same terms and conditions described herein. When additional resources are required, the proposed personnel must meet all the mandatory and rated evaluation criteria specified in RFP. The Firm Per Diem Rates as detailed in the Basis of Payment of the resulting Contract will apply to any additional resources.

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 – CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

1. Canada's total liability to the Contractor under the Contract for **all approved Task Authorizations**, inclusive of any amendments, must not exceed (value to be inserted at contract award) Customs duties are included and the Applicable Taxes are extra.
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 specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contracting Authority. The Contractor shall notify the Contracting Authority:
 - a. when funds are 75 percent committed;
 - b. four (4) months prior to the then-current Contract expiry date;
 - c. if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.
3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability under this Contract.
4. In the event that the Contractor is requested to perform Work pursuant to the Contract, and that the unused liability of Canada under the Contract is less than the value of the

Work requested, the Contract may be amended through a formal contract amendment issued by the Contract Authority.

13.3 BASIS OF PAYMENT – TASK AUTHORIZATIONS

Limitation of Expenditure:

1. Canada's total liability to the Contractor under the TA must not exceed the amount as identified in the TA. Customs duties are included and the Applicable Taxes are extra.
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.

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 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
 - a copy of time sheets to support the time claimed

- 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)*

17.1 (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.

17.1 (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.

19.0 TASK AUTHORIZATIONS

19.1 Minimum Work Guarantee

19.1.1 "Maximum Contract Value" means the sum specified in Contract clause 13.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations.

"Minimum Contract Value" means 3% of the Maximum Contract Value

19.1.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 19.1.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

19.1.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

19.1.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

19.2 Allocation of Work

19.2.1 **Purpose of TA:** Services to be provided under the Contract are on an as-and-when-requested basis and will be ordered by Canada using a Task Authorization ("TA"). The process is outlined in this section.

19.2.2 **Process for Issuing a TA:** Upon identification of a work requirement, the Project Authority will contact the identified Contractor Representative. A request for service will be provided to the contractor which identifies pertinent information (see below).

The contractor will provide a cost estimate, based on proposed level of effort (where applicable) and the rates of the contract. Rates will be applied based on the Firm Rates detailed in the Basis of Payment, Appendix C. The project authority may choose to use the template in Attachment #1 to Appendix B, or another document. Only work authorized by the Project Authority or departmental representative may be performed and will be paid for by AAFC.

19.2.3 **Contents of a TA:** A Task Authorization will contain the following information, as applicable:

- specific time-frame for response;
- a detailed Statement of Work (SOW) which will:
 - Describe and detail work activities within the scope of the Contract to be performed by the Contractor;
 - Describe the deliverables to be completed, as well as a schedule indicating completion dates for major work activities and/or submission dates for deliverables;
 - The cost category and applicable rate(s);

- Identify the required start and completion dates;

19.2.4 Approval Process: Task Authorizations must be signed by the Contractor and the Project Authority and will form the Statement of Work for the period indicated within the Task Authorization. The Contractor must not commence work until an approved Task Authorization has been received. The Contractor acknowledges that any and all work performed in the absence of a Task Authorization will be done at the Contractor's own risk, and the Crown will not be liable for payment therefore, unless or until a Task Authorization is provided by the Project Authority.

19.2.5 Charges for Work under a TA:

The Contractor must not charge Canada for any costs exceeding the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure.

APPENDIX “A”

APPENDIX “B”

STATEMENT OF WORK

1. TITLE

Senior ATIP Consultants at Agriculture and Agri-Food Canada (AAFC)

2. BACKGROUND

The Access to Information and Privacy (ATIP) office has a mandate to respond to formal requests for information under the ATI and Privacy Act, within legislated guidelines. Due to the unpredictable volume and nature of requests the services of Advanced ATIP consultants are to support the department in its effort to fully meet its obligations under the Act. The risks of not having sufficient analyst capacity to call upon, including managing surges in requests, could result in a failure to meet statutory requirements under the law.

3. OBJECTIVE

To obtain the services of two (2) Senior Analysts with expertise in the treatment of highly complex Access to Information and Privacy requests in order to assist AAFC in fulfilling its legislative requirements to respond to formal request made under the Access to Information Act and the Privacy Act.

4. SCOPE OF WORK

The required analysts will be responsible for: reviewing both routine and complex ATIP requests which may contain both mandatory and discretionary exemptions; analyze information and applicable legislation to resolve complex and sensitive issues; provide advice and recommendations to Branch OPIs and senior management and; resolve complaints under investigation by the Information and Privacy Commissioners. In addition, analysts may on occasion be asked to work on privacy policy files.

5. DELIVERABLES

The resources will be required to prepare and submit various deliverables related to Access to Information / Privacy requests, including:

- The interpretation, the application and implementation of the provisions of the Access to Information and Privacy Acts (ATIP) and their related regulations;
- Advice and guidance to senior government officials on ATIP related matters;
- Analysis, research and review of sensitive information within the formal ATIP process;
- Analysis, research and review of information and advice and guidance to government officials on privacy policy files; and
- Processing of complex ATIP files.

6. LANGUAGE OF WORK

Resources should be bilingual. The ATIP Office at AAFC is a bilingual work environment: the files we process contain records in both English and French, and communication with applicants, and with Branch clients and others (for the purposes of consultation) may occur in either English or French. Deliverables may be required in either English or French, depending on the preferred language of the applicant. AAFC has templates in both official languages for any external correspondence.

7. LOCATION OF WORK AND TRAVEL

No travel is anticipated.

Work will be performed at AAFC offices in the National Capital Region (NCR)

8. HOURS OF WORK AND OVERTIME

Normal work hours are 7.5 hours per day from Monday to Friday during the day. However, exceptional arrangements for work hours may be required. Contractors may be required to work outside normal work hours including weekends, depending on the system support or project priorities and the nature of the effective work. No overtime will be paid.

**Attachment #1 to Appendix B
Task Authorization (TA) Template**

Work Authorization			
Contractor:		Contract Number:	
Task Number:		Date:	
Work Requirement			
1. Description of Work to be Performed <div style="margin-left: 20px;"> a. Overview b. Tasks </div>			
2. PERIOD OF SERVICES	From:		To:
3. Work Location	Contractor to provide facilities		
4. Travel Requirements	Not Applicable		
5. Other Conditions /Restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. Primary Language of Work			
<input type="checkbox"/> English		<input type="checkbox"/> French	<input checked="" type="checkbox"/> Bilingual
Additional Details:			
TA Proposal (To be completed by Contractor)			
7. Estimated Cost Contract (to be completed by Contractor – add additional items as required)			
Cost Category	Rate (as per contract)	Estimated Quantity (where applicable)	Total Cost

Work Authorization			
Professional Services	Total		
	Applicable Taxes		
	Professional Services Total		
Approval			
8. Approval			
Individual Authorized to Sign on Behalf of:	Name	Signature	
CONTRACTOR			
AAFC Project Authority			

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, Applicable Taxes 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.

Table will be completed at contract award

		All Inclusive Firm Per Diem Rate		
Category	Names	Original Contract Period	Option Period #1	Option Period #2
Senior ATIP Consultant				

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less – or more -- than a 7.5 hour day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

Travel and Living Expenses

No travel will be reimbursed under this contract

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

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

Formula:

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

Example:

<i>Highest Combined Rating Technical Merit (60%) and Price (40%)</i>			
<i>Calculation</i>	<i>Technical Points</i>	<i>Price Points</i>	<i>Total Points</i>
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	$\frac{86 \times 60}{100} = 51.6$	$\frac{*50 \times 40}{55} = 36.36$	= 87.96

- Price - \$55,000			
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 60}{100} = 45.6$	$\frac{*50 \times 40}{50} = 40$	= 85.6
<i>* Represents the lowest priced proposal</i> <i>Bidder 2 is successful with the highest combined rating of 87.96</i>			

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 in rated criteria.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes 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 Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

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

1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

1.10 In the event two or more responsive proposals receive the same combined score, the proposal with the highest technical score will be ranked higher.

1.11 Specific Bidder Instructions:

1. A CV/portfolio may be provided for the proposed resource(s). It will be used solely as supplementary background information.
2. Where “templates” are suggested to demonstrate experience in the mandatory and rated criteria, the bidder is requested to use the templates provided in Attachment #1 to Appendix D. All fields of the table should be completed.
3. Bidders should note that when completing **the templates** in Attachment #1 to Appendix D, AAFC will evaluate the specific information that demonstrates experience for each

given criterion. Pasting the same information in a grid and/or template every time the same project is used is not what we are expecting. Only the specific experience for the criterion being evaluated is to be provided.

4. Cutting and pasting wording from the RFP into the templates does not constitute demonstrating the requirement. The Bidder must provide specific examples of work performed by the proposed resource, in sufficient detail to demonstrate relevant experience, all within the maximum word count.
5. AAFC reserves the right to verify any information provided by the Bidder in response to the mandatory and point-rated requirements. This will be done by contacting the reference contact, using the contact information provided by the Bidder, and providing the reference with a copy of the information submitted by the Bidder (applicable to that specific client only) for independent verification. If verification is required for a project for which AAFC does not have the contact information, the Bidder will be requested to provide this information.
6. The same project/engagement can be referenced and evaluated against multiple criteria providing the project description and the reference confirms qualification against each element required within each referenced criterion.

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.)

Refer to Attachment #1 to Appendix D for the Mandatory Criteria.

3.0 POINT RATED REQUIREMENTS

The Bidder should 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 Bidder for clarifications.

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

Refer to Attachment #1 to Appendix D for the Point Rated Criteria and corresponding tables.

4.0 FINANCIAL PROPOSAL

- 4.1 The Bidder must complete the table identified below which will form the Financial Proposal.

		All Inclusive Firm Per Diem Rate		
Category	Names	Original Contract Period	Option Period #1	Option Period #2
Senior ATIP Consultant				

- 4.2 The average of the bidders proposed rates for the three periods will be used in the calculation to determine the bidders' financial score.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

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

APPENDIX E

CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

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

i) _____
ii) _____
iii) _____

Name

Signature

Date

B) 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

C) 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

D) 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

E) AVAILABILITY AND STATUS OF PERSONNEL

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

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose

the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

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

Name

Signature

Date

F) 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

G) JOINT VENTURES

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

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

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

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

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

3. Definition of joint venture

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

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

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

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

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

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's

members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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

Name

Signature

Date