

REQUEST FOR STANDING OFFER (RFSO): 01B68-14-0266

THE PROVISION OF

Workplace Assessment and Advisory Services

For

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

AAFC is seeking to establish a Standing Offer with a company for Workplace Assessment and Advisory Services. The resulting standing offer will be valid for a period of one year, with an option to extend the duration by two (2) additional one (1) year option periods.

Workplace accommodation is the adjustment required to enable an employee or job applicant with a disability and/or specific requirements to perform their job responsibilities in a manner which maximizes their participation in the workplace.

The Duty to Accommodate refers to the obligation of an employer to take appropriate steps to prevent discrimination and eliminate disadvantages to employees, job applicants in the selection process (and after an individual is appointed) or clients, resulting from a policy, rule, practice, or barrier which has or may have an adverse impact on individuals or groups protected under the *Canadian Human Rights Act*, or identified as a designated group under the *Employment Equity Act*.

Legal obligations regarding accommodation in employment flow from two federal statutes: the *Canadian Human Rights Act* and the *Employment Equity Act*. Protection for persons with disabilities is specifically included under the equality rights section of the *Canadian Charter of Rights and Freedoms*.

Treasury Board has issued policies on the Duty to Accommodate, entitled “*Policy on the Provision of Accommodation for Employees with Disabilities*” and “*Creating a Welcoming Place for Employees with Disabilities*”. These policies apply to AAFC and outline the responsibilities regarding the workplace accommodation of employees with disabilities.

The AAFC Workplace Accommodation Guidelines were issued pursuant to section 11 of the *Financial Administration Act*, which stipulates that subject to the provisions of any enactment respecting the powers and functions of a separate employer [...] the Treasury Board may [...] subject to the *Employment Equity Act*, establish policies and programs with respect to the implementation of employment equity in the public service.

AAFC, as an employer, is required to provide substantial or meaningful measures of accommodation. Therefore, external experts in accommodation will be needed to assist the Department in assessing individuals on a case-by-case basis. The workplace assessment approach should involve an analysis of the employee's ability to accomplish a goal and determine the flexibility of the process resulting in the desired work outcome.

This contract has a total limitation of expenditure not to exceed \$225,000.00 plus applicable taxes including the contract period and option periods based on a maximum of \$75,000.00 plus applicable taxes per year.

There is a security requirement associated with completing the statement of work.

The bidder must meet the security requirements and submit evidence of security clearance within their bid submission.

At the date of bid closing, the bidder must possess and provide evidence of a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), **with approved Document Safeguarding (DSC)** at the level of **PROTECTED “B”** and Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information and/or perform production 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”**.

Refer to Appendix G for a copy of the Security Requirements Checklist and IT security requirements that will be validated by CISD/PWGSC at contract award.

2.0 SECURITY REQUIREMENTS

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.

3.0 INTERPRETATION

In the RFSO,

- 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 “Contracting Authority or authorized representative” means the AAFC official, identified in Article 6.0 of Part 3A of this RFSO, responsible for the management of the Standing Offer and resulting Call ups. Any changes to the Standing Offer or call ups 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 Standing Offer or call up based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.3 “Contractor”, means the person or entity whose name appears on the signature page of the Standing Offer and who is to supply goods or services to Canada under the Standing Offer;
- 3.4 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;
- 3.5 “Moral Rights” has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42;

- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Article 4.0 of Part 3B of the resulting call up, responsible for all matters concerning a) the technical content of the Work under a call up; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a written amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work of the resulting call ups, 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 "Bidder" means a person or entity submitting a Proposal in response to this RFSO;
- 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 RFSO.
- 3.10 "Standing Offer" means the written offer from the Bidder, the clauses and conditions set out in full text or incorporated by reference from this RFSO, annexes and any other document specified or referred to as forming part of the Standing Offer.
- 3.11 "Call-up" means an order issued by an AAFC Contracting Officer duly authorized to issue a call-up against the particular standing offer. Issuance of a call-up to the Bidder constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Bidder for the, services described in the Call-up.

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 RFSO.

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 RFSO shall form part of any Resulting Standing Offer.

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.
- 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 RFSO.

- 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 RFSO;
 3. Cancel and/or re-issue this RFSO 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 Standing Offers;
 7. Retain all Proposals submitted in response to this RFSO.

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 RFSO, 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 will be conducted in writing (email) or by telephone.

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 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 **DECEMBER 10TH, 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 3 copies
Section 2	Financial Proposal	1 original hard copy and 1 copy

Section 3	Appendix E – Certification Requirements and Appendix F - Non-disclosure Agreement	1 original hard copy and 1 copy
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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 must hold a valid organization security clearance **Designation Organization Screening (DOS)** issued by Canadian Industrial Security Directorate (CISD), PWGSC **with approved Document Safeguarding (DSC) at the level of protected B** as indicated in Part 3 - Resulting Contract Clauses. Bidders **must** provide their **company's security number and address** with their bid to validate this clearance.
- b) 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 (RELIABILITY STATUS). 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)

- 5.1 In the Financial Proposal, the Bidder shall provide a **firm all inclusive hourly rate** to provide the services requested in accordance with the Statement of Work **Appendix B** for the contract period and option periods.

Firm all-inclusive Hourly Rate		
Contract Period	Option Period 1	Option Period 2
\$ /hourly rate	\$ /hourly rate	\$ /hourly rate

The Bidder shall include a cost summary of the services requested in accordance with **Appendix “B”**, **Appendix “C”** and **Appendix “D”**.

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

1. Professional fees

The Bidder is to identify clearly an hourly rate for the professional fee.

Note: the professional fee is to include: overhead, profit, any benefits, administration, and secretarial services.

2) Disbursements

All direct out-of-pocket expenses, including sub-contracting, materials, which are not included in the professional fee are the responsibility of the Bidder and will not be reimbursed by Agriculture and Agri-food Canada.

3) Travel and Living

All travel and living expenses which are not included in the professional fee are the responsibility of the Bidder and will not be reimbursed by Agriculture and Agri-Food Canada unless written consent is given by Agriculture and Agri-Food Canada that those costs will be paid subject to Treasury Board Guidelines.

4) Taxes (GST and HST)

All taxes must be included, where applicable, and shown separately in the proposal.

Therefore, the only costing that should be included in the proposal is for a professional fee and taxes, as mentioned above.

5.2 Extension Option Period(s)

The fixed rates quoted will be in effect if AAFC exercises its extension option for two (2) additional period(s), in accordance with the stipulated terms and conditions.

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 REQUEST FOR STANDING OFFER AMENDMENT(S)

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

PART 3A: RESULTING STANDING OFFER TERMS AND CONDITIONS

Upon a Standing Offer being awarded pursuant to RFSO # 01B68-14-0266, the following Terms and Conditions shall form part of the Standing Offer.

1.0 PRIORITY OF DOCUMENTS

1.1 The documents specified below form part of and are incorporated into the Standing Offer and resulting call ups. 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:

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) Appendix A, General Conditions;
- d) Appendix B, Statement of Work;
- e) Appendix C, Basis of Payment;
- f) the Bidder's offer _____ (*Date to be confirmed upon standing offer award*)

2.0 GENERAL CONDITIONS

2.1 The General Conditions attached in Appendix A shall form part of any Resulting Standing Offer and call up.

3.0 REQUIREMENTS

3.1 The contractor shall provide Workplace Assessment and Advisory Services as requested throughout the validity of the standing offer.

3.2 The Contractor shall maintain, for the duration of the Standing Offer, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Standing Offer.

4.0 SECURITY REQUIREMENTS

There is a security requirement associated with the work.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 01B68-14-0266

4.1 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.

4.2 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).

- 4.3 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**.
- 4.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISC/PWGSC.
- 4.5 The Contractor/Offeror must comply with the provisions of the:
- a) Security Requirements Check List and IT Security Requirements (if applicable), attached at Annex G;
 - b) Industrial Security Manual (Latest Edition)

5.0 STANDING OFFER PERIOD

- 5.1 The standing offer will be valid for a period of one (1) year. *(Dates to be confirmed upon standing offer award).*

6.0 OPTION TO EXTEND

- 6.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer for two 'one-year' periods.
- 6.2 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Standing Offer expiry date.
- 6.3 The Contractor agrees that, during the extended period of the Standing Offer resulting from Canada's exercise of its option, the daily rates will be in accordance with the provisions of Appendix C of the Standing Offer.
- 6.4 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written amendment.

7.0 IDENTIFIED USERS / CONTRACTING AUTHORITY

- 7.1 The Identified Users authorized to make call-ups against the Standing Offer is limited to Agriculture and Agri-Food Canada.
- 7.2 The Contracting Authority is:

Stephanie Sehn
Senior Contracting Officer,
Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
1285 Baseline Road, T3-5-344
Ottawa, ON K1A 0C5
Tel.: 613-773-0935 Fax: 613-773-0966 E-mail: stephanie.sehn@agr.gc.ca

- 7.2.1 The Contracting Authority (or authorized representative) is responsible for the management of the Standing Offer and Call ups. Any changes to the Standing offer or Call ups 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

Standing Offer or Call up based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

8.0 CONTRACTOR REPRESENTATIVE

8.1 The contractor representative is:

The contact information for the Contractor Representative will be provided at time of standing offer award.

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

1. Responsible for the overall management of the Standing Offer;
2. Ensure that Standing offer and call ups are administered in accordance with the terms and conditions of the standing offer and call ups;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Bidder 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 Standing Offer;
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.

9.0 LIMITATION OF EXPENDITURE – STANDING OFFER

The limitation of expenditures made by AAFC for work under the resulting Standing Offer is limited to \$225,000.00 plus Goods and Services Tax (GST) or Harmonized Sales Tax (HST) for including the contract period and option periods.

10.0 CALL UP PROCEDURE

10.1 As work requirements are identified, the project authority will act through the Contracting Officer identified herein.

10.2 The Contractor will complete a proposal for work assessment and advisory services required to be submitted by email to:

DutytoAccommodate.Mesuresdadaptation@agr.gc.ca

10.3 Following receipt of the proposal, AAFC will issue a call up for services for the Contractor to complete the work as required. The Contracting Officer will issue the call up to the Contractor.

11.0 MANDATORY CERTIFICATIONS

Compliance with the certifications the Contractor has provided Canada is a condition of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer. 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 Standing Offer, to terminate the Standing Offer for default.

12.0 FOREIGN NATIONALS *(the non-applicable clause will be deleted at contract award)*

CANADIAN CONTRACTOR

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of a Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

FOREIGN CONTRACTOR

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the resulting call up, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

13.0 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the standing offer and call ups 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 standing offer or resulting call up.

14.0 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 14.1 The Contractor shall keep private and confidential any information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such information except in accordance with this clause and the delivery provisions of the Contract. The Contractor acknowledges that a resulting term of the standing offer will be that the Contractor sign a copy

of the Confidentiality and **Non-Disclosure Agreement** attached as **Appendix F** and be bound by the terms and conditions contained in the agreement and clauses herein section 15.0.

14.2 **Personal Information:**

1. The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S.C., c. P-21, regarding the protection of personal information as defined in that Act. The Contractor further acknowledges that the work to be completed by the Contractor for Agriculture and Agri-Food Canada under the terms of the Contract will require the collection, compiling, sharing, and exchange of personal information. Without limiting the generality of the foregoing, such personal information may include information concerning the following:

- a) the status of a person having a disability;
- b) the nature of the disability;
- c) any assistance that may be required;
- d) any specific aid or accommodation required in the workplace
- e) relationship issues with managers or co-workers;
- f) the name of any individual involved in the accommodation situation; and other personal information relative to an employee, such as his or her employment status, relations with supervisor, grievances, medical history, phone, address, PRI, and position.

The Contractor shall keep confidential, and shall ensure that its sub-contractors, agents, employees, directors, officers, successors and assigns shall keep confidential, during and after the term of the Contract, any such personal information collected, created or handled under the Contract and shall appoint a senior officer to have responsibility of ensuring compliance with this Article.

2. The Contractor shall collect and use only the personal information necessary to fulfill the terms of the Contract and to ensure that it is as accurate, complete and as up to date as possible. The Contractor shall collect the personal information from the individual to whom it relates and shall inform the individual (at or before the time the information is collected) of the purposes of the information, the voluntary nature or alternatively the legal requirement to provide the personal information and their right to access as well as to correct the personal information under the *Privacy Act*. This requirement shall be complied with unless the parties mutually agree in writing that direct collection and / or such notification might result in the collection of inaccurate information or defeat the purpose or prejudice the use for which the information is to be collected.

3. All personal information under the control of the Contractor in fulfilling the Contract formed under this Standing Offer is the property of Canada. The Contractor shall at all times take all measures reasonably necessary including those set out in all instructions issued by Agriculture and Agri-Food Canada from time to time, for the protection and security of the personal information. The Contractor shall deliver to Agriculture and Agri-Food Canada all personal information upon the completion or termination of the Contract or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession or control.

4. The Contractor shall ensure that all reports containing employee financial information that are sent to Agriculture and Agri-Food Canada, do not state any employee name, work location, or information that would allow identification of the employee in question. The Contractor and Agriculture and Agri-Food Canada may determine whether they shall create a coding system, suitable to both parties in order to help protect the anonymity of the employees.

14.3 Confidential Information:

1. The Contractor acknowledges that the Work to be completed by the Contractor for Agriculture and Agri-Food Canada under the terms of the Contract will require the disclosure, sharing and exchange of information that Agriculture and Agri-Food Canada regards as being proprietary or confidential information under its control or possession, to the Contractor, including, without limitation, information regarding Agriculture and Agri-Food Canada internal processes and statistical information (the whole hereafter referred to as "Confidential Information"). The Contractor agrees that the disclosure of the Confidential Information by Agriculture and Agri-Food Canada and its receipt by the Contractor shall be solely for the purposes set out in the Contract. The Contractor shall only disclose the Confidential Information to persons within the Contractor's organization who have a "need to know" the information for the purposes set out in the Contract, or to third parties but only with the express prior written consent of the Project Authority within the Human Resources Directorate at Agriculture and Agri-Food Canada and solely for the purposes set out in this Contract. The Contractor shall ensure that such third parties shall be bound by confidentiality and non-disclosure obligations no less stringent or effective than the confidentiality and non-disclosure obligations set out herein.

2. The Contractor agrees to take all commercially reasonable steps necessary to protect the confidentiality of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons (including persons working for other departments of the Government of Canada). However, information shall not be deemed to be Confidential Information, and the Contractor shall have no obligation with respect to such information, where the information:

- a) was known to the Contractor prior to receiving any of the Confidential Information from Canada and the Contractor is able to clearly demonstrate such prior knowledge;
- b) has become publicly known through no wrongful act of the Contractor;
- c) was received by the Contractor without breach of the Contract from a third party without restriction as to the use and disclosure of the information; or
- d) is required by law to be disclosed, or was ordered to be publicly released by order of a court or tribunal of competent jurisdiction.

3. The obligations under this Article (Confidential Information) survive the expiration or termination of the Contract, and are binding on the Contractor, its directors, officers, agents and employees, successors and assigns, from the time

of receipt of the Confidential Information until the information is no longer Confidential Information.

4. Promptly upon the written request of Agriculture and Agri-Food Canada, the Contractor shall forthwith return all originals and copies of Confidential Information received from Agriculture and Agri-Food Canada, and shall destroy all electronic versions thereof. All copies of all notes, memoranda or other materials prepared or derived by the Contractor from the Confidential Information shall similarly be returned or destroyed upon the written request of Agriculture and Agri-Food Canada. The Contractor shall thereafter not further employ or act upon such information without the express written consent of the Project Authority within the Human Resources Directorate at Agriculture and Agri-Food Canada, which written consent may be withheld at the sole discretion of the Director General of Planning, Policy and Workplace Programs.

PART 3B: RESULTING CALL UP TERMS AND CONDITIONS

Upon a call up being awarded pursuant to standing offer # 01B68-14-0266, the following Terms and Conditions will be updated as required, and shall form part of the call up.

1.0 STATEMENT OF WORK

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

2.0 CALL UP PERIOD

Each call up shall be valid from date of award (*date to be inserted at call up award*) until the end date of the standing offer. Timelines for each assessment(s) will be included in the call up accordingly.

3.0 PROJECT AUTHORITY

3.1 *The contact information for the Project Authority will be provided at time of award.*

3.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the call ups;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by an amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work;
4. Review and inspection of all invoices submitted; and
5. Work collaboratively with the Contractor and the employee to implement the recommendations in a timely manner.

4.0 INVOICING INSTRUCTIONS

4.1 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 Call up.

4.2 Invoices must be submitted on the Contractor's own invoice form, and must be prepared to show the following information:

- a) the date;
- b) name and address of the Contractor;
- c) name and address of Agriculture and Agri-Food Canada;
- d) Call-up number and description of work;
- e) amount of time spent on each case;
- f) cost of workplace assessments, case management or other work completed;
- g) costs for production of documents in alternate formats, travel, hotel and meals that may be incurred during a site visit (please note these costs will not be paid without the prior approval from Agriculture and Agri-Food Canada);
- h) Standing Offer number; 01B68-14-0266

- i) 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;
- j) the name of the Manager with the appropriate authority level to authorize this expenditure.
- k) a code, previously agreed on by both parties, which would identify the employee in question while at the same time maintaining their anonymity.

One (1) original of the invoice together with attachments shall be forwarded via email to: DutytoAccommodate.Mesuresdadaptation@agr.gc.ca for processing.

- 4.3 For confidentiality reasons, statistical information on the number of cases per Region or Research Centre should not be included in the invoices produced by the Contractor.
- 4.4 The Contractor will not charge Agriculture and Agri-Food Canada for information that is accessible via its website or any successor site to its staff, specialists and the general public.

5.0 BASIS OF PAYMENT

- 5.1 The Contractor shall be paid in accordance with the attached **Appendix "C"** for Work performed pursuant to the Standing offer.
- 5.2 Inspection and Acceptance
All reports, deliverables, documents, goods and all services rendered under the call ups 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 the call up will be undertaken by official correspondence through the Contracting Authority.

6.0 METHOD OF PAYMENT

- 6.1 The method of payment is: upon acceptance and completion of each call-up

Payment will be made **no more than once per month for actual hours of service incurred**, following the submission of all invoicing documentation as specified in Article 4.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.
- 6.2 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A, General Conditions.

7.0 ACCESS TO GOVERNMENT FACILITIES/ EQUIPMENT

- 7.1 Access to the following Canada facilities, equipment, documentation and personnel may be required to perform the Work under the call up:
 - (a) Personnel for consultation;
 - (b) AAFC's premises;

- (c) AAFC's computer systems;
- (d) Documents and personnel for consultation

7.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required documentation and personnel at the client's convenience.

7.3 There will be no day-to-day supervision of the Contractor's activities.

8.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

8.1 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.

9.0 REPLACEMENT OF PERSONNEL

9.1 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.

9.2 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 equivalent skills and experience as the originally named resource, as determined by the Minimum Resource Qualifications in Appendix B.

9.3 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.

9.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence, determined at the sole discretion of AAFC. 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.

9.5 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 equivalent abilities and qualifications.

9.6 The resources assigned for the Call ups 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.

- 9.7 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 Call up.

APPENDIX A GENERAL CONDITIONS

GC1. INTERPRETATION

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, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of 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 under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
 - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an

assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or

- c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; 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.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; 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 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.
- 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 may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister,

from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 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.

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

GC29. Successors and Assigns

The Contract shall 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.

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).

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

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.

APPENDIX B STATEMENT OF WORK

1.0 TITLE

Services required by AAFC to provide workplace assessments and advisory services to fulfill its duty to accommodate its employees

2.0 BACKGROUND

2.1 Introduction of AAFC Objectives:

Agriculture and Agri-Food Canada (AAFC), as a federal public service employer, is required to provide substantial or meaningful measures of accommodation for employees and potential employees. AAFC is committed to developing an inclusive, barrier-free work environment in which all persons have equal access to opportunities and all employees feel included and valued.

In order to implement the “Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service” and AAFC’s Workplace Accommodation Guidelines, the Department will benefit from the assistance of external experts in accommodation and disability management. These experts’ role is to assess the needs of individuals on a case-by-case basis.

Workplace assessments involve an analysis of the employee's ability to accomplish work-related goals and focuses on adjusting or modifying work processes/practices to match the abilities of the employee. Additionally, early reintegration of ill or injured employees back into the workplace is an important component of the recovery process. AAFC will make every attempt to allow these employees to return to work as early as is medically feasible and implement any necessary accommodation measures required to fully reintegrate them into the workforce.

2.2 Reference:

Legal obligations regarding the Duty to accommodate in employment has its basis in the following federal statutes:

- the *Canadian Human Rights Act*;
- the *Employment Equity Act* and Regulations;
- the *Public Service Employment Act* and Regulations;
- the Canadian Charter of Human Rights and Freedoms; and
- the *Privacy Act*.

2.3 Responsibilities:

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.

Health Canada:

Provides support to departmental personnel by providing advice and professional medical services such as fitness to work evaluation, upon request.

Agriculture and Agri-Food Canada

The Workplace Relations Team ensures that the duty to accommodate is fulfilled, in accordance with employer obligations, employee needs and in cooperation with other stakeholders as needed.

3.0 OBJECTIVE

During the terms set out in the Standing Offer, the Contractor will provide consultation and analysis to Agriculture and Agri-Food Canada in support of the Duty to Accommodate.

Specifically, AAFC is looking for the provision of services related to consultation, disability management, workplace assessment, case management and troubleshooting support to assist the Department in ensuring an appropriate environment for employees or potential employees who require an accommodation within the context of the Employer's duty to accommodate persons with disabilities.

Also of note:

The Canadian Dairy Commission (CDC) is under the same Minister's portfolio and has a MOU with AAFC and pays an annual rate for the delivery of HR services. Therefore, if an employee of the CDC requires a workplace assessment, such will be covered by the existing budget for workplace assessments.

4.0 SCOPE OF WORK

- 4.1 The Contractor will designate and provide workplace accommodation resources, such as *Workplace Accommodation Specialists* and/or *Disability Management Specialists as the primary contact* with Agriculture and Agri-Food Canada to implement workplace accommodation solutions for people with disabilities and for ill or injured employees returning to work after a period of absence.
- 4.2 The Contractor will ensure that all the Specialists have the necessary educational requirements, certifications and experience in their area of specialization and are appropriately trained to provide these work assessments, make appropriate recommendations and assist in the implementation of accommodation solutions for employees.
- 4.3 A coordinated discussion may occur where required by either telephone or e-mail (*while ensuring confidentiality of the information*) with all parties involved in the assessment process. The Contractor will vet all employee work assessment enquires to ensure only those services as required under the "*Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service*" are provided.
- 4.4 The Contractor shall ensure that specialists provide written analysis for accommodation solutions or return-to-work solutions. If information is forwarded via email; the sensitive information contained or attached must be encrypted to meet Government of Canada standards for Protected B.

- 4.5 The Contractor shall ensure that the Specialists consult with at least three (3) suppliers (when possible with the exception of products or services that are subject to patent/copyright laws) where equipment, technical aids, workstation modifications or other products or services are needed to accommodate an individual with a disability or an ill/injured employee returning to work. The information obtained from suppliers will be used to provide options that satisfy the assessed requirements, facilitate the appropriate accommodation solution and ensure fiscal prudence and financial discipline to ensure best value, and will be included in the written assessment report.
- 4.6 The Contractor shall provide the use of a toll-free number and an email account for Agriculture and Agri-Food Canada use only, to facilitate communication and ensure accessibility to its services.
- 4.7 The Contractor will receive an “*Employee Consent Form for a Workplace Assessment*” as well as a “*Request for Assessment*” form, from AAFC to begin the assessment process.
- 4.8 The Contractor shall ensure that their Specialists respond to the work assessment requests from Agriculture and Agri-Food Canada within 48 hours of receiving a new request. The Contractor will contact the employee to discuss needs/concerns and determine the appropriate assessment methodology, e.g. workplace assessment. If it is determined that a workplace assessment is required, arrangements are made to assess the employee at the work-site. The assessment generally involves meeting with both the employee and the supervisor/manager at the work-site.
- 4.9 Prior to completion of each assessment the Contractor will provide a proposal to AAFC including the following information for a call up to be issued to complete the required work/services:
- Proposal #
 - Date
 - Employee Name
 - Manager Name
 - HR Advisor Name
 - AAFC Branch/Directorate
 - Geographic Region/Location
 - Nature of Work (Assessment or Advisory Services Required)
 - Estimated hours
 - Estimated Cost (# hours x hourly rate)
 - Completion date for the assessment/report

The Contractor will email the proposal to AAFC at:
DutytoAccommodate.Mesuresdadaptation@agr.gc.ca

Following the receipt of the call up for services, the Contractor will move forward with the completion of the work for each employee as required.

- 4.10 The Contractor will be required to complete an Assessment Report for each case. Copies of the assessment report are sent to the manager and the employee with recommendations, if applicable. If information is forwarded via

email, the sensitive information contained or attached must be encrypted to meet Government of Canada standards for Protected B.

- 4.11 The Contractor shall participate in ongoing evaluations of the service covered under this Standing Offer. The Contractor shall participate in quarterly meetings with the Workplace Accommodation Advisor or their representative, to examine the quality, timeliness and cost-effectiveness of the service according to criteria mutually agreed to by the parties. Information garnered from these meetings will be used by Agriculture and Agri-Food Canada to respond to the accommodation requirements of its employees and to develop new initiatives as the department sees fit.
- 4.12 The Contractor shall be available to provide training and information sessions to Agriculture and Agri-Food Canada employees on the "Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service", application, procedures and guidelines.

5.0 REPORTING DELIVERABLES

- 5.1 The Contractor shall provide Agriculture and Agri-Food Canada with **quarterly statistical reports** and a **year-end report** on accommodation cases and return-to-work cases referred to them, as well as the resolution of these cases.
- 5.2 The **statistical report**, whose content is subject to change by mutual agreement, will contain the following information:
- a) The number of calls received by geographic location;
 - b) The number of cases opened and closed;
 - c) Date cases are opened and closed;
 - d) The number of enquiries by type (e.g., information, advisory services, accommodation planning);
 - e) Cases by Branch, type and accommodation measures
 - f) Number of follow-ups per case (contacts with managers and employees);
 - g) Time involved in management of each case;
 - h) Number of cases by type of disability, as determined jointly by the Contractor and the Project Authority;
 - i) Number of cases escalated to the Project Authority and reason(s) and;
 - j) Analysis/summary of the information provided in the report.
- 5.3 These quarterly and year end reports shall be provided to the Agriculture and Agri-food Canada Workplace Accommodation Advisor within 30 calendar days of the end of the quarter and year end or within such time as agreed by both parties.

6.0 RESOURCES AND LEVEL OF WORK

6.1 Resources

The Contractor and its Specialists who provide workplace assessments, recommendations or assist with the implementation of these recommendations, are expected to be fully trained and must:

- 6.1.1 Have experience in Disability Management or Workplace Reintegration (Return-to-Work) issues or in Workplace Accommodation measures;

- 6.1.2 Possess a sound knowledge of workplace assessment requirements, dynamics, constraints, tools and techniques;
- 6.1.3 Possess a sound understanding of the legislation and jurisprudence attached to the “Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service”.
- 6.1.4 All Specialists proposed in the Call- ups, both primary and backup, must hold in a professional designation, in good standing, such as Physiotherapists, Ergo therapists, Disability Management Specialists, Occupational Therapists, Assistive Devices Specialist, or Audiologist.

6.2 Level of work: Authority to Call-up against this Standing Offer

- 6.2.1 The Contractor understands that the authorized Call-up against this Standing Offer will be AGR DISO form (attached as Appendix H).
- 6.2.2 Only the Minister or the Contracting Authority will be authorized to Call-up against this Standing Offer.
- 6.2.3 The Contractor will not accept any Call-up against this Standing Offer from any authority other than those indicated herein.

7.0 LOCATION OF WORK AND TRAVEL

The Contractor must be able to provide services where all AAFC employees are located, as defined in Attachment 1 to Appendix B “List of locations for AAFC employees - Geographic Distribution”.

The **firm all inclusive hourly rate** proposed should take into account all expenses associated with the provision of the services.

8.0 LANGUAGE OF WORK

The Contractor shall provide all services and activities in both of Canada’s official languages (English or French) in each of the locations set out in Attachment 1 to Appendix B “List of locations for AAFC employees -Geographic Distribution”. During the period of this standing offer, all services shall be provided in the official language chosen by the requestor.

APPENDIX C BASIS OF PAYMENT

The Contractor shall be paid in accordance with the following Basis of Payment for work performed pursuant to the resulting Standing Offer.

The Bidder will invoice Agriculture and Agri-Food Canada at an hourly rate, for the time period spent on case management or work site assessments for each Call-up.

The Contractor shall be paid in accordance with the following for work performed under the Contract.

(Rates will be inserted at contract award)

Firm all-inclusive Hourly Rate		
Contract Period	Option Period 1	Option Period 2
\$ /hourly rate	\$ /hourly rate	\$ /hourly rate

The following terms shall form part of any resulting Payment Schedule.

1. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
2. No travel and living expenses are anticipated under this Standing Offer. If travel is required in the future, it must have prior authorization of the Project Authority. These costs shall be reimbursed in accordance with the Treasury Board policies and directives in effect at time of travel. All payments are subject to Government Audit.
3. All prices and amounts of money in the Standing Offer and Call-ups are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

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 in "Attachment 2 to Appendix D – Evaluation Requirements Mandatory and Point Rated Criteria" 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 = 70%
 Financial Proposal = 30%
 Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Overall Score}$$

Example:

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.6$	$\frac{*50 \times 30}{60} = 25$	= 86.6
Proposal 2	$86 \times 70 = 60.2$	$*50 \times 30 = 27.27$	= 87.47

- Tech = 86/100 - Price = \$55,000	100	55	
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{*50 \times 30}{50} = 30$	= 83.2
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 87.47			

1.5 To be considered Responsive, a Proposal Must:

- i. Meet all the mandatory requirements specified in Attachment 2 to Appendix D – Evaluation Requirements Mandatory and Point Rated Criteria;
- ii. Achieve the minimum number of points identified overall in rated criteria (minimum of 70 points).

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.

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 must include the necessary documentation to demonstrate this compliance.

Bidders should indicate the precise location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.

Refer to Attachment 2 to Appendix D - Evaluation Requirements Mandatory and Point Rated 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 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.

Bidders should indicate the precise location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the rated requirements.

Refer to Attachment 2 to Appendix D - Evaluation Requirements Mandatory and Point Rated Criteria.

4.0 FINANCIAL PROPOSAL

- 4.1 Bidders must submit a firm, all-inclusive hourly rate for each of the periods identified.

Firm all-inclusive Hourly Rate		
Contract Period	Option Period 1	Option Period 2
\$ /hourly rate	\$ /hourly rate	\$ /hourly rate

- 4.2 The Bidders cumulative total of hourly rates for all periods will be used to evaluate the financial proposal (i.e. cumulative total = Contract period rate + Option period 1 rate + Option period 2 rate).

APPENDIX E

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFSO) 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

APPENDIX F

NON DISCLOSURE AGREEMENT

Provision of Solicitation/Request for Standing Offer No. 01B68-14-0266

I, _____, of the City of _____ in the Province/State
of _____ hereby agree as follows:

1. I am _____ and I

[Title and Organization]

represent and warrant that I am bound by the highest standards of conduct and ethics associated with my profession and industry.

2. For the purposes of providing the workplace assessments and advisory services necessary to complete the above noted statement of work, I agree to keep confidential and not to disclose, discuss or communicate any information obtained by me in the course of completing the work or any information drawn from or relating to that information to any person other than a Government of Canada official or any persons identified by the Government of Canada as authorized to receive that information, unless:

a) that information is expressly stated by the Government of Canada not to be confidential; or

b) it was lawfully in my possession prior to disclosure or entered the public domain through no fault of my own, in which case I must not attribute the Government of Canada as the source of that information or as having endorsed it; or

c) the Government of Canada authorizes me to disclose a summary or part of that information to another person, in which case I will abide by the terms and conditions imposed by the Government for that disclosure.

3. I agree to ensure that all of my employees, agents or contractors, who may have access to any information obtained or developed by me, have signed a confidentiality agreement that is no less stringent than this Confidentiality and Non-Disclosure Undertaking.

4. If, despite my best good faith efforts, information is disclosed contrary to this Declaration and Undertaking, I will promptly notify the Government of Canada of any unauthorized use or possession of that information that comes to my attention and of what steps I have taken to deal with that unauthorized use or possession.

5. Upon the request of the Government of Canada, I will return any information disclosed to me or destroy it and give the Government my written certification of destruction.

6. I will continue to be bound by the terms of this Confidentiality and Non-Disclosure Undertaking indefinitely or until released in writing by the Government of Canada.

Dated this _____ of _____, 2014

Signature _____

Print Name: _____

Company/Organization: _____

Address: _____

E-Mail: _____

APPENDIX G
SECURITY REQUIREMENTS CHECLIST (SRCL)
And
IT SECURITY REQUIREMENTS

See attached.

APPENDIX H
CALL UP AGAINST STANDING OFFER - TEMPLATE

See attached.