

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

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

Proposals **must** be received by: 12:00 PM, Eastern Standard Time

**On: September 4<sup>th</sup>, 2015**, at the following address:

Agriculture and Agri-Food Canada  
Corporate Management Branch  
Professional Services Contracting Unit  
1341 Baseline Road, Tower 5, 2<sup>nd</sup> Floor, Room 345  
Ottawa Ontario  
K1A 0C5

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



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

Only farmers:

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

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

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

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

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

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

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



## 2. Summary

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

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

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

2.2 The purpose of this Request for Standing Offers (RFSO) is to select Offerors to enter into negotiations with AAFC to issue Departmental Individual Standing Offers (SO) to obtain the services described in the Statement of Work, for Quebec.

The total budget for the SOs will be approximately \$1,020,000.00, based on a possibility of issuing six (6) standing offers.

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

## 3. Debriefings

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

## 4. 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](mailto: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](http://www.opo-boa.gc.ca).

## 5. Interpretation

In the Request for Standing Offer, unless the context otherwise requires:

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



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

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

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

“Standing Offer” means the written offer from the Offeror, the clauses and conditions set out in full text, the general conditions, annexes and any other document specified or referred to as forming part of the SO.



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Instructions, Clauses and General Conditions

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

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

### 2. Submission of Offers

- 2.1. Canada requires that each offer, at closing date and time or upon request from the SO Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with, PART 3, section 2 of the RFSO.
  - 2.2. It is the Offeror's responsibility to:
    - 2.2.1 obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
    - 2.2.2 prepare its offer in accordance with the instructions contained in the RFSO;
    - 2.2.3 submit a complete offer by closing date and time;
    - 2.2.4 send its offer only to the address specified on page 1 the RFSO;
    - 2.2.5 ensure that the Offeror's name, return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
    - 2.2.6 provide a comprehensible and sufficiently detailed offer, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
  - 2.3. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension of the validity period is accepted by all responsive Offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
  - 2.4. Offers and supporting information may be submitted in either English or French.
  - 2.5. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S.C. 1985, c. A-1) and the *Privacy Act* (R.S.C. 1985, c. P-21).
  - 2.6. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
  - 2.7. An offer cannot be assigned or transferred in whole or in part.
- ### 3. Late Offers
- 3.1 AAFC will return offers delivered after the stipulated RFSO closing date and time to the Offeror.
- ### 4. Electronic Transmission or Facsimile
- 4.1. Offers submitted by facsimile or other electronic means will not be accepted by AAFC



**5. Legal Capacity**

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

**6. Rights of Canada**

- 6.1. Canada reserves the right to:
- a. Accept any Offer in whole or in part, without prior negotiation;
  - b. Reject any or all Offers received in response to this RFP;
  - c. Cancel and/or re-issue this RFSO at any time;
  - d. Ask the Bidder to substantiate any claim made in the Proposal;
  - e. Enter into negotiations with one or more Offerors on any or all aspects of their offer;
  - f. Award one or more Standing Offers;
  - g. Retain all Offers submitted in response to this RFSO.

**7. Rejection of Offer**

- 7.1. Canada may reject an offer where any of the following circumstances is present:
- a. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
  - c. evidence satisfactory to Canada that based on past conduct or behaviour, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself improperly;
  - d. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
    - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 7.2. Where Canada intends to reject an offer pursuant to a provision of section 7.1(d), the SO Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
- 7.3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a RFSO from a single Offeror or a joint venture. Canada reserves the right to:
- a. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.



## 8.0 Communications - Solicitation Period

8.1 All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the SO Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of an Offer.

Parker Kennedy  
[parker.kennedy@agr.gc.ca](mailto:parker.kennedy@agr.gc.ca)

8.2 To ensure consistency and quality of information provided to Offerors, significant inquiries received and the responses to those requests will be provided on [buyandsell.gc.ca](http://buyandsell.gc.ca) without the name of the author of the inquiries mentioned.

8.3 Amendment of RFSO:

12.3.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on [buyandsell.gc.ca](http://buyandsell.gc.ca).

12.3.2. It is the Offeror's responsibility to obtain the original documents and any subsequent documents from Buy and Sell.

## 9.0 Enquiries

9.1 All enquiries must be submitted in writing to the SO Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered. Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

## 10. Offer Costs

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

## 11. Conduct of Evaluation

11.1 In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
- b. contact any or all references supplied by Offerors to verify and validate any information submitted by them;
- c. request, before issuance of any SO, specific information with respect to Offerors' legal status;
- d. conduct a survey of Offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
- e. verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
- f. interview, at the sole costs of Offerors, any Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.

11.2 Offerors will have the number of days specified in the request by the SO Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.





**12. Conflict of Interest - Unfair Advantage**

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

**13. Entire Requirement**

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

**14. Applicable Laws**

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

In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

The offer must be completed and signed by the Offeror or an authorized officer of the Offeror. The signature of the Offeror indicates acceptance of the conditions for an eventual SO as stipulated in the RFSO.

### 2. Joint Venture

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

### 3. Offer Preparation Instructions

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

Section I: Technical Offer, 1 original hard copy and 1 soft copy on electronic media (ie: CD, USB etc)

Section II: Certification, 1 original hard copy and 1 soft copy on electronic media (ie: CD, USB etc)

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

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

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

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

1. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.



#### 4. Section I: Technical Offer

4.1 The technical proposal should identify the following information:

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and
- d. the reference number of this RFSO: 01B68-15-0164

4.2 In the Technical Proposal, the Offeror should:

- a. explain and demonstrate how they propose to meet the requirements of technical evaluation (Annex "C");
- b. attach curriculum vitae not exceeding 4 pages for each resource proposed

#### 5. Section II: Certification Precedent to Issuance of a Standing Offer

5.1 In order to be awarded a standing offer, the certifications attached in Annex "F" will be required. The certifications should be submitted with the offer. Canada may declare an offer non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the SO Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the SO Authority and meet the requirement within that time frame period will render the offer non-responsive.

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

#### 6. Multiple Resources Proposed

If an Offeror is proposing multiple resources, each resource offering the services under the SO must comply with the requirements of the RFSO. For each resource proposed, the Offeror must submit a technical offer (section I), as well as the certifications (section II), in Annex F2.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- a. Offers will be assessed in accordance with the requirements of the RFSO, including the technical evaluation and certifications.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.
- c. The objective of the technical evaluation is to award a maximum of 100 points for the technical components.
- d. The technical component of the proposal will be deemed compliant if it achieves a score equal to or in excess of the pass mark of 70% overall on the rated criteria, and will be ranked accordingly.

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

### **2. Method of Selection**

For purposes of evaluation, the technical component is awarded a maximum of 100 points. Each proposed resource will be assessed individually against the evaluation grid, included as Annex "C". Where an Offeror has identified more than one resource in their Offer, the average score of all proposed resources will be used in ranking of the Offerors.

AAFC's policy is to recommend the selection of the Offeror with the highest technical score, up to the required number of SO's, as described in section 2 of PART 1 of this RFSO.



## PART 5 – SECURITY REQUIREMENTS

Successful personnel clearance by AAFC's Security Services is a mandatory condition before AAFC SO authority can award an SO. As indicated in Part 6B, article 8, all resources proposed to provide services under the resulting standing offer must hold a valid security clearance at the level of Reliability.

Offerors are not obligated to complete "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e) available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> at this point in the tender process. However, once the technical evaluation teams have evaluated the received proposals and have selected the winning offers, this requirement will become mandatory. Failure to comply with security requirements within the timeframe determined by the SO authority will also render the offer non-responsive.

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



## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to provide and deliver to Canada the services described in the SO, in accordance with the pricing set out in the SO as and when the Identified User may request such services, in accordance with the conditions listed herein.

1.2 The Offeror understands and agrees that:

- a) a call-up against the SO will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the SO.
- b) Canada's liability is limited to that which arises from call-ups against the SO made within the period specified in the SO.
- c) The SO cannot be assigned or transferred in whole or in part.
- d) The SO may be set aside by Canada at any time.

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

The General Conditions of the SOs "Annex D" as well as all clauses identified in the SO and in the call-up, apply to and form part of the SO agreement.

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

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

3.2. Amendment of Standing Offer

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

#### **4. Authorities and Identified Users**

4.1. Standing Offer Authority

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

Parker Kennedy  
Agriculture and Agri-Food Canada  
Corporate Management Branch  
Professional Services Contracting Unit  
[parker.kennedy@agr.gc.ca](mailto:parker.kennedy@agr.gc.ca)

4.2. Identified Users

The regional managers of Agriculture and Agri-Food Canada, and/or their delegated representatives are the identified users authorized by the Minister to make call-ups against the SO on behalf of AAFC / FDMS.

4.3 Offeror Representative



The Offeror Representative for the Standing Offer and resulting call ups is:

*The contact information for the Offeror Representative will be provided at time of contract award.*

4.3.1 The duties and responsibilities of the Offeror Representative shall include the following:

1. Responsible for the overall management of the standing offer and call ups;
2. Ensure that the standing offer and call ups is administered in accordance with the terms and conditions of the standing offer;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Offeror Representative must have direct access to the level of management within the Offeror's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Offeror's organization to speak on behalf of the Offeror for purposes of standing offer and call up management;
5. Monitor all resources that are providing services/deliverables in accordance with the call up;
6. Liaise with the Identified Users 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.

#### **5. Call-up Instrument**

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

#### **6. Limitation of Call-ups**

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

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

#### **7. Financial Limitation**

The Offeror must not perform any work or services in response to call-ups that would cause the total cost to Canada to exceed the said sum on page 2 of the standing offer, unless an increase is so authorized.

#### **8. Call-up Procedures**

The acceptable offers will be ranked in descending order by score in the technical evaluation of the RFSO.

Each call-up will be issued on a rotational basis, with the first call-up issued to the first-ranked SO holder, the second call-up issued to the second-ranked SO holder, and so on.

The following list represents scenarios in which the rotation process may not be followed.

- a) Where the cost of traveling will justify it, a call-up could be issued to an Offeror with a resource who is located in closer proximity to where the services will be rendered.
- b) In the event the applicant's choice to receive the services in one of two official languages prevents the next Offeror on the list from providing the services, the Regional Manager will award the mandate to the next Offeror on the list who can meet the linguistic requirements.
- c) To avoid any perceived or potential conflict of interest, if the Offerors resource is already engaged to provide Financial Expert Services on particular case, if the Offeror has multiple resources qualified to render service, they will be asked to provide a different resource. If the Offeror does not have additional qualified resources available, the regional manager may award the call up to the next Offeror on the list.

In any of the above scenarios, where the next Offeror on the list is not selected, there will be no penalty to the Offeror. The Offeror who was skipped will be allocated the next available call up.

If an Offeror refuses work under a call-up, he maintains his ranking and must wait his turn to come back before being offered work under a subsequent call-up. If an Offeror does not provide confirmation of his availability in writing for the work within 24 hours of being offered, the Regional Manager will consider the non-response as an unavailability/refusal.

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

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

### **9. Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. the call-up against the SO, including any annexes;
2. the articles of the SO;
3. Annex "A", Statement of Work;
4. Annex "B", Basis of Payment;
5. the General Conditions – Annex D
6. the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_." (insert date(s) of clarification(s) or amendment(s) if applicable).

### **10. Certifications**

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

### **11. Applicable Laws**

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

## **12.0 Orientation and Information Sessions**

### **12.1. Mandatory Orientation**

The qualified resources must attend an orientation session.

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

- 12.1.1 If a resource does not attend the orientation session without reasonable justification, AAFC reserves the right at its discretion, to:
- send a written notice to the Offeror and delay the issuance of call-ups;
  - request the presence of the resource at another orientation session or meeting; or





- terminate the SO agreement.

## 12.2. Information Sessions

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

Although not mandatory, it is recommended that the resource attend any information sessions held by the Regional Manager. The date, time and location of such meetings will be confirmed in writing by the Regional Manager at least two (2) weeks in advance.

## 13. Professional Association and Code of Ethics

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

13.2 The Offeror can select its own course on professionalism and ethics or take an online course that will be made available for the qualified resources. Resources that choose to take the course upon the award of the SO will need to complete the course within three (3) months of standing offer award.

13.3 If an Offerors resource(s) have not provided proof of belonging to a professional association which has a code of ethics or proof of having successfully completed a course on professionalism and ethics within 3 months of standing offer award, AAFC reserves the right, at its discretion, to remove the resource from the list of qualified resources in Annex A. This may result in termination of the SO for a Offeror who only has one qualified resource.

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

## 14. Non-Permanent Resident

### 14.1 Canadian Contractor

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

## 15. Replacement of Personnel

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

15.1. The Offeror shall, before replacing any specific resources named in the SO, provide a written notice to the Minister containing:

- a. the reason for the removal of the named person from the Work;
- b. the name, qualifications and experience of the proposed replacement resources; for purposes of the evaluation of this new resource by the regional manager.

15.2. The Offeror shall not, in any event, allow performance of the Work by an unauthorized replacement resource, and acceptance of a replacement resource by the regional manager shall not relieve the Offeror from the responsibility to meet the requirements of the SO.



**B. CALL-UP**

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

**1. Statement of Work**

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

**2. Period of the Call-up**

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

- 2.1. If the Offeror is unable to carry out the work within the time period in the call-up, he must notify the Regional Manager of AAFC as soon as possible. When applicable, the Regional Manager may, at their sole discretion, accept the new schedule or assign a new resource for the work at no cost to the Department.
- 2.2. If the Offeror accumulates three delays, the Department reserves the right to request the cancellation of the SO.

**3. Call-up Amendment**

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

**4. Basis of Payment**

4.1 The Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the call up, as determined in accordance with the Basis of Payment detailed in Annex B of the SO, to a ceiling price as identified in the call up. Customs duties are included and the Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

4.2 The Crown will not accept any travel or living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting call-up.

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

**5. Method of Payment**

Payment will be made in full upon completion of an entire case, following the submission of all invoicing documentation as specified, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

**6. Invoicing Instructions**

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

6.2 One (1) original of the invoice together with attachments, shall be forwarded to the regional manager named on the call up.

## 7. Approval of Services

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

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

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

## 8. Security Requirements

### 8.1 Personnel Clearance

The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by AAFC.

### 8.2 Security and Protection of Information Related to the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary. The Contractor shall not disclose any such information to any person without the written permission of the Minister. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the contract and shall remain the property of Canada or the third party, as the case may be. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the contract or at such earlier time as the Minister may require.
2. Subject to the *Access to Information Act* (R.S. 1985, c. A-1) and to any right of Canada under this contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the contract that is proprietary to the Contractor.

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

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

The Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the Minister, including the document titled "IT Security Requirements for the Processing, Storage and Transmittal of Protected B Information" attached at Annex E of the SO.

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

3. Without limiting the generality of subsections 1 and 2, the Minister or his/her representative shall be entitled to inspect the Contractor's premises, computers, work spaces, vehicles or any other area for security purposes, at any time (announced or unannounced) during the term of the contract, and the Contractor shall comply with all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

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

### 8.3 Personal, Third Party and Government Information

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

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

### 9. Conflict of Interest

- 9.1 Definition: "Conflict of Interest" means any situation in which the Contractor may derive personal benefit or any situation that may compromise their impartiality in carrying out the services to the applicant.
- 9.2 A Contractor may be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interests could improperly influence their judgment in exercising their duties.

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

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

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



e. is currently an employee of the delivery agent.

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

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

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

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

**ANNEX "A"****STATEMENT OF WORK****FDMS – MEDIATION SERVICES IN SASKATCHEWAN****SW1 Introduction and Deliverables**

1.1.1 The Mediator shall inform the Regional Manager immediately of any conflict of interest or other circumstance which could be interpreted as a potential conflict of interest or otherwise bring the impartiality of the Mediator into question with respect to the issues between any of the parties to the mediation.

**ADDITIONAL:** The Mediator shall not create a conflict of interest while working with any parties under FDMS.

1.1.2 In carrying out the mediation the Mediator will observe the requirements of subsection 10(2) of the Farm Debt Mediation Act (FDMA) and shall not provide advice to the farmer or a creditor.

1.1.3 In carrying out the mediation, the Mediator shall endeavour to instil participation by the parties in the negotiation, assist the parties to communicate effectively, help to explore and clarify options for mutually agreeable solutions, summarize any agreements in principle and obtain a signed arrangement between the parties where possible.

1.1.4 The Mediator may be required to perform preparatory work as required and defined by the Regional Manager. This could include contacting participants in mediation to describe their roles, clarifying the agreement to mediate, explaining principles of the process.

1.1.5 At the end of the mediation, the mediator shall provide a report to the Regional Manager. This report will include a summary of all discussions and options presented as well as the detailed arrangement reached during the mediation, in a format determined by the Regional Manager. This report shall be submitted within 24 hours of completion of the mediation meeting.

Once the mediation case is complete, the Mediator will send all original documents to the Regional Manager and will destroy any or all copies in their possession (Treasury Board Privacy Act (R.S., 1985, c.P-21))

1.1.6 Any change in the contract requested by the Mediator must be requested to the Regional Manager PRIOR to the ending date of the mandate and MUST be negotiated with the Regional Manager and, if approved, will be adjusted, and an amendment to the contract will be issued by the Contracting Authority.

1.1.7 At all times, the Mediator shall be required to have, in good working order, computer hardware and software and a facsimile machine to adequately meet the requirements of this work.

**SW2 Performing Other Similar Services such as:**

- Communicating FDMS programs to third parties on behalf of AAFC;
- Delivering training sessions to third parties on FDMS on behalf of AAFC;
- Attending trade shows to assist AAFC staff to promote FDMS.

Such described services will be limited to the financial limits identified in Annex B:

**SW3 Bilingual Services**

For an Offeror who has a SO providing bilingual service, the Offeror must have resources that can provide the services in the language of the applicant's choice, as directed by Agriculture and Agri-Food Canada.

**SW4 Qualified Resources**

The following resources are qualified to provide services under the standing offer:

*(list will be provided at standing offer award)*

**SW5 Region**

The services will be rendered in Quebec.



**ANNEX "B"**  
**BASIS OF PAYMENT**

**FDMS – MEDIATORS**

For services rendered under the standing offer, payment will be based on a firm all inclusive cost per case of \$1200.00. This amount will cover up to 15 hours of work in total, including the preparation of the file, actual mediation, reporting, travel time as well as travel expenses within a round trip of 200 kilometers from the mediators place of business.

**(a) Lump sum per case price - \$1200.00**

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

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

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

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

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

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

Example: A case where the services are to be rendered at 380 KM from the Mediator's place of business:  
 $(380 \text{ km} - 200 \text{ km}) \div 90 \text{ km} = 2 \text{ units}$   
 $\$1,200.00 + (2 \text{ units} \times \$125.00) = \$1,450.00$  for the case.

Mileage between each 90 km will be prorated.

Example: A case where the services are to be rendered at 420 km from the Mediator's place of business:  
 $(420 \text{ km} - 200 \text{ km}) \div 90 \text{ km} = 2.45 \text{ units}$   
 $\$1,200.00 + (2.45 \text{ units} \times \$125.00) = \$1,506.25$

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

- Hourly rates for professional services: when additional hours of work are required on a complex case (a) or (b): \$80.00/hr.

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



For special situations where planes, trains, boats and overnight stays are required, the National Joint Council Travel Directive will apply:

<http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index>

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

**(e) Performing other similar services**

These include:

1. Communicating FDMS programs to third parties on behalf of AAFC;
2. Delivering training sessions to third parties on FDMS on behalf of AAFC;
3. Attending trade shows to assist AAFC staff to promote FDMS

Such described services will be limited to the following financial limits:

- \$1,000.00 per call-up, all expenses included.

For the life of the SO, the total of such call-ups shall not exceed 10% of the total SO amount.

**(f) Orientation meetings and training**

The Mediator will be required to attend all orientation meetings and training sessions deemed MANDATORY by the Regional Manager and will be paid only for the hours of attendance at the hourly hour (a). The travels of more than 200 km (round trip) will be paid at the unit rate (b).

**(g) Information Sessions**

AAFC will refund travelling expenses of more than 200 km (round trip) at the unit rate (b), but no payment for professional time will be done.



**ANNEX "C"**

**Evaluation Criteria**



**ANNEX "D"**

**AAFC- GENERAL CONDITIONS**

See attached.



**ANNEX "E"**

**IT Security Requirements for the Processing, Storage and Transmittal of Protected B Information**

**See attached**



Annex F1

CERTIFICATIONS TO BE COMPLETED BY THE CONTRACTOR

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_
- iv) \_\_\_\_\_

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

2. 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.

3. AVAILABILITY AND STATUS OF PERSONNEL

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

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

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Proposer agrees that

failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

#### 4) 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](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.

#### 5) 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, Offerors must provide the information required below.

##### Definitions

For the purposes of this clause:

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

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

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

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

#### 5.1 Former Public Servant

Is the Offeror a FPS?



**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

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

**YES ( ) NO ( )**

**5.3 Work Force Reduction Program**

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

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_



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**Annex F2**

**CERTIFICATIONS TO BE COMPLETED BY THE PROPOSED RESOURCE(S)**

**1. Attestation of ability to provide bilingual services**

For Mediators who wish to provide services under the Standing Offer to provide bilingual services, AAFC reserves the right to verify/evaluate such criteria. The test may comprise, without limiting its scope, the ability to negotiate verbally as a Mediator and/or to write correspondence and reports.

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

**2. Attestation of location**

The mediator who is proposed to provide services under the resulting Standing Offer certifies they are located within the proposed region.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

