

**Request for Proposal (RFP): 01B68-15-0158**

**FOR THE PROVISION OF**

***Evaluation and Performance Measurement Services***

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

**May 19<sup>th</sup>, 2016**

**Contracting Authority:**

**Parker Kennedy**

**Senior Contracting Advisor**

Agriculture and Agri-Food Canada

1341 BASELINE ROAD, TOWER 5, ROOM 334

OTTAWA ON K1A 0C5

Telephone/Téléphone: 613-773-0937

Facsimile/Télécopieur: 613-773-0966

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

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

AAFC is seeking to establish up to four (4), Task Authorization (TA) based contracts for Evaluation and Performance Measurement Services resulting from this Request for Proposal (RFP).

The resulting TA based contracts will be valid for a period of one (1) year, with an option to extend the duration by two (2) additional one (1) year option periods.

### **2.0 SECURITY REQUIREMENTS**

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Appendix G;
  - b. *Industrial Security Manual* (Latest Edition).

### **3.0 INTERPRETATION**

- In the Request for proposal "RFP",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
  - 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
  - 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
  - 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 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 RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## **PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

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

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

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

### **3.0 INCURRING COST**

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

### **4.0 ENQUIRIES - SOLICITATION STAGE**

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

## **5.0 RIGHTS OF CANADA**

5.1 Canada reserves the right to:

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

## **6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

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

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

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

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

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

## **9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

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



## **PART 2: PROPOSAL PREPARATION INSTRUCTIONS & ASSESSMENT PROCEDURES**

### **1.0 APPLICABLE LAWS**

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

### **2.0 SUBMISSION OF PROPOSAL**

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0 below.

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 **29<sup>th</sup> day of June, 2016, 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	Certifications	1 original hard copy 1 copy

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

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

#### 4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

#### 4.2 Security Requirements

##### 4.2.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Appendix G;
  - b. *Industrial Security Manual* (Latest Edition).

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

#### 5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder is requested to complete the table in **Appendix D** by providing a **per diem rate for each of the categories identified** and complete the calculations in accordance with the Statement of Work **Appendix B**.

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

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

#### 6.0 CERTIFICATION REQUIREMENTS

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

Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

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

## **7.0 ASSESSMENT PROCEDURES**

- 7.1 Proposals will be assessed in accordance with the Assessment Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the assessment 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 assessment team composed of representatives of the Department of Agriculture and Agri-Food Canada will assess the Proposals on behalf of Canada.
- 7.3 The AAFC assessment 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, at the sole cost of the bidder;
  - b) to contact by email any or all references supplied by bidders to verify and validate the information within the References Questionnaire \_\_\_\_\_;
  - 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;

## **8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)**

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS ([buyandsell.gc.ca](http://buyandsell.gc.ca)).

## **PART 3A: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a contract, or multiple contracts, being awarded pursuant to RFP #01B68-15-0158, the following Terms and Conditions shall form part of the Resulting Contract:

### **1.0 GENERAL CONDITIONS**

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

### **2.0 REQUIREMENT**

2.1 The contractor will be available to provide evaluation and performance measurement services as identified in Appendix B, Statement of Work (**on an as and when required basis**) throughout the validity of the resulting contract.

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

### **3.0 SECURITY REQUIREMENT**

**There is a security requirement associated with the work.**

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Appendix G;
  - b. *Industrial Security Manual* (Latest Edition).

As a security precaution, it is required that all employees engaged in work or business for the Contract is readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.

### **4.0 CONTRACT PERIOD**

4.1 The contract shall be from the date of contract award to March 31<sup>st</sup> 2017.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to one (1) additional one (1) year option period under the same terms and conditions.

- 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
- 4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.
- 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

## 5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Name: Parker Kennedy  
Title: Sr. Contracting Advisor  
Address: Professional Services Contracting Unit,  
Agriculture and Agri-Food Canada  
1285 Baseline Road, T5-2-334  
Ottawa, ON K1A 0C5  
Tel.: 613-773-0937  
Fax: 613-773-0966  
E-mail: [parker.kennedy@agr.gc.ca](mailto:parker.kennedy@agr.gc.ca)

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

## 6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

## 7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

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

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

## **8.0 PRIORITY OF DOCUMENTS**

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

1. These Terms and Conditions, Part 3;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B68-15-0158;
7. Contractor's Proposal dated (to be inserted at contract award).

## **9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

In this section of the RFP,

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

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

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

## **10.0 REPLACEMENT OF PERSONNEL**

10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.

- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Assessment Procedures and Criteria.**
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within five (5) working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within **five (5) working days** by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP **#01B68-15-0158.**
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

## **11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

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

## **12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

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

### 13.0 BASIS OF PAYMENT

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

### 13.2 LIMITATION OF EXPENDITURE – CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$\_\_\_\_\_ (amount to be inserted at the time of contract award). Customs duties are included and the Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contracting Authority. The Contractor shall notify the Contracting Authority:
  - a. when funds are 75 percent committed;
  - b. four (4) months prior to the then-current Contract expiry date;
  - c. if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.
3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability under this Contract.
4. In the event that the Contractor is requested to perform Work pursuant to the Contract, and that the unused liability of Canada under the Contract is less than the value of the Work requested, the Contract may be amended through a formal contract amendment issued by the Contract Authority.

### 13.3 BASIS OF PAYMENT – FOR TASK AUTHORIZATIONS (TA)

The appropriate basis of payment will be determined during the award process of each Task Authorization:

#### **Firm Lot Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the TA, the Contractor will be paid a firm price as identified in the TA. Customs duties are included and the Applicable Taxes are extra.



Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

AND/OR;

**Ceiling Price:**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the TA, as determined in accordance with the Basis of Payment detailed in Appendix C, to a ceiling price as identified in the TA. 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.

**14.0 METHOD OF PAYMENT – FOR TASK AUTHORIZATIONS**

14.1 Payment will be made **in full upon completion of the work described herein**, following the submission of all invoicing documentation as specified in Article 16.0, in accordance with the terms herein this agreement and acceptance by the Project Authority.

OR;

Payment will be made **no more than once per month for actual days of service incurred**, following the submission of all invoicing documentation as specified in Article 16.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

OR;

Payment will be made **in accordance with the following payment schedule**, following the submission of all invoicing documentation as specified in Article 16.0, in accordance with the terms herein this agreement and acceptance by the Project Authority.

**(table to be populated at award of Task Authorizations)**

Milestone No.	Description or "Deliverable"	Firm Amount
1		
2		

**15.0 DIRECT DEPOSIT**

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is

protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:  
[www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)

## **16.0 INVOICING INSTRUCTIONS**

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
1. The date;
  2. Name and address of the Contractor;
  3. Name and address of Agriculture and Agri-Food Canada;
  4. Reference number (TA number);
  5. Period in which services were rendered;
  6. Contract number;
  7. The amount invoiced (exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST)) as appropriate and the amount of GST or HST, as appropriate, shown separately;
  8. Contractor's GST number/Procurement Business Number.
- 16.3 One (1) original hard copy of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

## **17.0 MANDATORY CERTIFICATIONS**

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

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

### **18.1 (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.

### **18.2 (FOREIGN CONTRACTOR)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain

instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **19.0 INSURANCE REQUIREMENTS**

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

## **20.0 TASK AUTHORIZATIONS**

### **20.1 Minimum Work Guarantee**

20.1.1 "Maximum Contract Value" means the sum specified in Contract clause 13.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations.

"Minimum Contract Value" means 5 % of the Maximum Contract Value.

20.1.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 20.1.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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

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

### **20.2 Allocation of Work**

20.2.1 **Purpose of TA:** Services to be provided under the Contract are on an as-and-when-requested basis and will be ordered by Canada using a Task Authorization ("TA").

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

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

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

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

Identify the required start and completion dates;

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

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

## **PART 3B: RESULTING TASK AUTHORIZATION TERMS AND CONDITIONS**

Upon a Task Authorization (TA) being awarded pursuant to Contract number # **XXX** (to be inserted at award of TA), the following Terms and Conditions will be updated as required, and shall form part of the TA.

### **1.0 STATEMENT OF WORK**

1.1 The Contractor must perform the work described in the Task Authorization.

### **2.0 CALL UP PERIOD**

2.1 The call up shall be valid from date of award to (date to be inserted at award of TA).

### **3.0 SECURITY REQUIREMENT**

3.1 The security requirements will be detailed at TA award, in accordance with the Security Requirements Check List (SRCL) found in Appendix G of the Contract.

### **4.0 PROJECT AUTHORITY**

4.1 The contact information for the Project Authority will be provided at the time of the TA award.

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

1. All matters concerning the technical content of the work under the TAs;
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 and;
4. Review and inspection of all invoices submitted.

### **5.0 INVOICING INSTRUCTIONS**

5.1 Payment will only be made pursuant to the General Conditions specified in Appendix A (page 24) and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the call-up.

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

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

5.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Part 3A Article 6.0, Project Authority, hereof.

### **6.0 BASIS OF PAYMENT**

6.1 The basis of payment for this TA is:

**Firm Priced – for professional fees \$ \_\_\_\_\_**

In consideration of the Contractor satisfactorily completing all of its obligations under the TA, the Contractor will be paid the firm price stipulated in the TA. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the work.

And/Or (if applicable):

**Ceiling Price – for travel \$** \_\_\_\_\_

The ceiling price is the maximum amount of monies that may be paid to a contractor. By establishing a ceiling price, the contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

The Contractor will be paid for authorized reasonable and proper travel expenses, without any allowance therein for overhead or profit, and these costs which will be reimbursed in accordance with Treasury Board Travel Directives and guidelines:

- (TBS Directive on Travel, Hospitality, Conference and Event Expenditures: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228>)
- TBS Guideline on Travel, Hospitality, Conference and Event Expenditures: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27518>
- TBS Travel Directive (National Joint Council Travel Directive: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13856>) in effect at the time of travel.

All payments are subject to government audit. All travel must have the authorization of the Project Authority.

Any reference to “Traveller” will identify the person who travels on authorized government business. It designates both Public Service employees and other persons who are not Public Service employees. The expenses which are covered under “Traveller” will apply to the contractor. All travel will also be reimbursed in accordance with the above.

## 6.2 **Inspection and Acceptance**

All reports, deliverables, documents, goods and all services rendered under the TAs 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 TA will be undertaken by official correspondence through the Contracting Authority.

## 7.0 **METHOD OF PAYMENT**

7.1 The method of payment is identified below:

**For Task Authorizations with one (1) payment:**

Payment shall be made in full upon completion of the Work, upon submission of an invoice containing information specified in Part 3B, Article 5.0, Invoicing Instructions, herein.

**For Task Authorizations with monthly payments:**

Payment will be made no more than once per month for actual days of service incurred, following the submission of all invoicing documentation as specified in Part 3B, Article 5.0, in accordance with the terms herein this agreement and acceptance by the Project Authority.

**For Task Authorizations with milestone payments:**

Canada will make milestone payments of fixed amounts in accordance with the Schedule of Milestones detailed herein, upon submission of an invoice containing information specified in Part 3B, Article 5.0, Invoicing Instructions, herein.

Table to be completed at TA award, if this method of payment is applicable

Milestone No.	Description or "Deliverable"	Firm Amount

7.2 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A, General Conditions.

**8.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT** *(if applicable)*

8.1 Access to the following Canada facilities, equipment, documentation and personnel may be required to perform the work under the TA:

- (a) Personnel for consultation;
- (b) AAFC's premises;
- (c) AAFC's computer systems;
- (d) Documents and personnel for consultation.

8.2 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.

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

**9.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

9.1 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.

**10.0 REPLACEMENT OF PERSONNEL**

10.1 The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the work, unless the Contractor is unable to do so for reasons which are beyond its control.

10.1.1 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 for recommending a 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.

- 10.1.2 The Contractor shall propose replacement personnel for the Project Authority's review within five (5) working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the work.
- 10.1.3 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.
- 10.1.4 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.
- 10.1.5 The resources assigned for the TAs 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 of deliverables and timeliness 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.
- 10.1.6 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 TA.

## **11.0 NON DISCLOSURE AGREEMENT**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Appendix F of RFP # 01B68-15-0158, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the work.



## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

##### 1.1 In the contract,

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

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

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

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

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

1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

#### GC2. Powers of Canada

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

#### GC3. General Conditions

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

#### GC4. Conduct of the Work

##### 4.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) it has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services,

## ANNEXE A

### CONDITIONS GÉNÉRALES

#### CG1. DÉFINITIONS

##### 1.1 Dans le présent marché d'acquisition :

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

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

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

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

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

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

#### CG2. Pouvoirs du Canada

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

#### CG3. Conditions générales

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

#### CG4. Exécution des travaux

##### 4.1 L'entrepreneur déclare et atteste ce qui suit :

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

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

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**

les services d'ingénierie, les procédures d'inspection et d'assurance de la qualité, et la planification nécessaire à l'exécution des travaux.

4.3 L'entrepreneur doit :

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

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

#### **CG5. Inspection et acceptation**

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

#### **CG6. Modifications et renoncations**

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

#### **CG7. Délais de rigueur**

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

#### **CG8. Retard excusable**

- 8.1 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

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

**CG9. Résiliation pour raisons de commodité**

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

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 fulfilment of the Contract.

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

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

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

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract.

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

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

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

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

#### **CG11. Suspension des travaux**

- 11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des

The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

travaux prévus au marché d'acquisition. L'entrepreneur doit se conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

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

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

#### **CG12. Prolongation du marché d'acquisition**

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

#### **TERMS OF PAYMENT**

#### **MODALITÉS DE PAIEMENT**

##### **GC13. Method of Payment**

##### **CG13. Mode de paiement**

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

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

##### **GC14. Basis of Payment**

##### **CG14. Base de paiement**

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

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

##### **GC15. Interest on Overdue Accounts**

##### **CG15. Intérêts sur comptes en souffrance**

- 15.1 For the purposes of this clause:
- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

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

- (b) "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (e) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month 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. The Contractor is not required to provide notice to Canada for interest to be payable.
- 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
- b) le « taux d'escompte » s'entend du taux d'intérêt fixé de temps à autre par la Banque du Canada, qui représente le taux minimum auquel la Banque du Canada consent des avances à court terme aux membres de l'Association canadienne des paiements;
- c) « date de paiement » signifie la date que porte le titre négociable tiré par le receveur général du Canada et remis aux fins de payer une somme exigible;
- d) « exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;
- e) un montant devient « en souffrance » s'il demeure impayé le premier jour suivant le jour où il est devenu exigible.
- 15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux d'escompte moyen de la Banque du Canada du mois précédent majoré de 3 % par année, sur toute somme en souffrance à partir du premier jour où la somme est en souffrance jusqu'au jour qui précède la date de paiement. L'entrepreneur n'est pas tenu d'aviser le Canada pour que l'intérêt soit payable.
- 15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.
- 15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.
- CG16. Registres à conserver par l'entrepreneur**
- 16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.
- 16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.
- 16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.
- 16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du

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**

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

#### **CG17. Présentation des factures**

- 17.1 Les factures doivent être soumises au nom de l'entrepreneur. L'entrepreneur doit présenter une facture pour chaque livraison ou expédition; les factures doivent s'appliquer uniquement au marché d'acquisition. Chaque facture doit indiquer si elle porte sur une livraison partielle ou finale.
- 17.2 Les factures doivent indiquer :
- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
  - b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contrats, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;
  - c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
  - d) la composition des totaux, s'il y a lieu;
  - e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.
- 17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.
- 17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

#### **CG18. Droit de compensation**

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

#### **CG19. Cession**

- 19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.
- 19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada.

#### **CG20. Sous-traitance**

- 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)

- 20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.
- 20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada envers un sous-traitant.
- 20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis en vertu du marché d'acquisition.

**CG21. Indemnisation**

- 21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.
- 21.2 L'obligation qui incombe à l'entrepreneur d'indemniser ou de rembourser le Canada en vertu du marché d'acquisition n'empêche pas le Canada d'exercer tout autre droit que lui confère la loi.

**CG22. Confidentialité**

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

**CG23. Indemnisation – Droit d'auteur**

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

**CG24. Indemnisation – Inventions, etc.**

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

**CG25. Propriété du droit d'auteur**

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

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

ou

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



25.2 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.international.gc.ca/sanctions/index.aspx?lang=eng>

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

25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une renonciation écrite et définitive aux droits moraux, sous une forme acceptable pour le ministre, de la part de chaque auteur qui a contribué aux travaux. S'il est lui-même un auteur, l'entrepreneur renonce définitivement à ses droits moraux.

#### **CG26. Taxes**

26.1 Taxes municipales  
Les taxes municipales ne s'appliquent pas.

26.2 Les ministères et organismes fédéraux doivent payer les taxes applicables.

26.3 Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

26.4 L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

26.5 Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

26.6 Retenue d'impôt de 15 p. 100

En vertu de la *Loi de l'impôt sur le revenu*, 1985, ch. 1 (5e suppl.) et du Règlement de l'impôt sur le revenu, le Canada doit retenir 15 p. 100 du montant à payer à l'entrepreneur pour les services rendus au Canada si l'entrepreneur est un non-résident, à moins que l'entrepreneur n'obtienne une dérogation valide. Le montant retenu est gardé dans un compte pour l'entrepreneur pour tout impôt à payer exigible par le Canada.

#### **CG27. Sanctions internationales**

27.1 Les personnes qui se trouvent au Canada, et les Canadiens qui se trouvent à l'extérieur du Canada, sont liés par les sanctions économiques imposées par le Canada. Par conséquent, le gouvernement du Canada ne peut accepter aucune livraison de biens ou de services qui proviennent, directement ou indirectement, des personnes ou des pays assujettis à des sanctions économiques.

On trouvera les détails sur les sanctions actuelles à l'adresse :  
<http://www.international.gc.ca/sanctions/index.aspx?lang=fra>

27.2 L'entrepreneur ne doit pas fournir au gouvernement du Canada de biens ou de services qui sont assujettis à des sanctions économiques.

27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur

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 *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.

doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre un pays ou une personne ou de l'ajout d'un bien ou d'un service à la liste des biens ou services visés par les sanctions. Si les parties n'arrivent pas à s'entendre sur un plan de redressement, le marché d'acquisition est résilié pour raisons de commodité conformément à l'article CG9.

#### **CG28. T1204 Paiements contractuels de services du Gouvernement**

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

#### **CG29. Successeurs et ayants droit**

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

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

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

#### **CG31. Pots-de-vin**

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

#### **CG32. Erreurs**

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

#### **CG33. Exécution**

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

autre.

**GC34. Gender**

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

**GC35. Survival**

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

**GC36. Severability**

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

**GC37. Contingency Fees**

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

**CG34. Genre**

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

**CG35. Prorogation**

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

**CG36. Dissociabilité**

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

**CG37. Honoraires conditionnels**

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

#### **GC38. Criminal Offense**

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

#### **GC39. Public Disclosure**

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

#### **GC40. Notice**

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

#### **GC41. Accuracy**

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

#### **GC42. Dispute Resolution Services**

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

#### **GC44. Entire Agreement**

#### **GC38. Infraction au code criminel**

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

#### **GC39. Communication Publique**

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

#### **CG40. Avis**

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

#### **CG41. Exactitude**

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

#### **CG42. Services de règlements des différends**

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

#### **CG43. Administration du contrat**

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

#### **CG44. Exhaustivité de l'entente**

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

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

## APPENDIX B STATEMENT OF WORK

### 1.0 Title

Evaluation and Performance Measurement Services for Agriculture and Agri-Food Canada (AAFC)

### 2.0 Background

2.1 Agriculture and Agri-Food Canada provides information, research and technology, and policies and programs to help Canada's agriculture, agri-food and agri-based products sector compete in markets at home and abroad, manage risk and embrace innovation. The activities of the Department extend from the farmer to the consumer and from the farm to global markets, through all phases of sustainably producing, processing and marketing of agriculture and agri-food products. In this regard, and in recognition that agriculture, in Canada, is a shared jurisdiction, AAFC works closely with provincial and territorial governments.

2.1.1 AAFC's mandate is based upon the *Department of Agriculture and Agri-Food Act*. The Minister is also responsible for the administration of several other [Acts](#), such as the *Canadian Agricultural Loans Act*.

2.1.2 The Department is responsible for ensuring collaboration among the organizations within the Agriculture and Agri-Food Portfolio; this means coherent policy and program development and effective cooperation in meeting challenges on cross-portfolio issues. The [portfolio organizations](#) consist of: the Canadian Dairy Commission; the Canadian Grain Commission; Farm Credit Canada; the Canada Agricultural Review Tribunal; and, the Farm Products Council of Canada. AAFC also includes the Canadian Pari-Mutuel Agency, a special operating agency that regulates and supervises pari-mutuel betting on horse racing at racetracks across Canada.

2.1.3 AAFC's Evaluation Division within the Office of Audit and Evaluation (OAE) has a mandate to provide the Deputy Minister and the Departmental Evaluation Committee (DEC), or any other committee responsible for overseeing evaluation activities, with independent, objective and evidence-based information and advice on the relevance and performance of the Department's policies, programs and initiatives in keeping with Treasury Board of Canada Secretariat (TBS) *Policy on Evaluation* or any successor policies. OAE is accountable to the Deputy Minister and the DEC for managing the Departmental evaluation function in accordance with TBS policies and professional standards.

2.2 Evaluation is a key function within the Government of Canada. Its purpose is to create a comprehensive and reliable base of evidence which can support policy and program improvement, expenditure management, Cabinet decision making, and public reporting. The evaluation function focuses on providing recommendations that support the continued alignment with government

priorities, achievement of results, and improved program performance (economy, efficiency and effectiveness).

2.2.1 Examples of previous evaluation studies and subject matter covered by AAFC evaluations, performance measurements and related services can be found online at:

[afficher.do?id=1231274036741&lang=eng](http://www4.agr.gc.ca/AAFC-AAC/display-afficher.do?id=1231274036741&lang=eng)

(English) <http://www4.agr.gc.ca/AAFC-AAC/display-afficher.do?id=1231274036741&lang=fra> (French)

2.2.2 The TBS *Policy on Evaluation* (2009) requires that departments assess all departmental spending over a five-year cycle. Many of AAFC's evaluations are large complex assessments consisting of a cluster of several programs with common expected outcomes. Several of these evaluations are scheduled to be conducted each year.

2.3 In support of its mandate and to respond to urgent or ad hoc subject-specific inquiries, the OAE requires specialized Evaluation Services and performance measurement services to supplement its internal capacity. The work may include, but is not limited to, developing Performance Measurement Strategies (PMS), Program Performance Measurement and Risk Management Strategies (PPMRMS), evaluation frameworks or evaluability assessments. To complete evaluations, other related evaluation services and studies may also be required as described in section 6, Scope of Work.

### **3.0 Objective**

3.1 AAFC requires Contractors capable of providing evaluation, performance measurement, and other related services to supplement OAE's internal capacity. Evaluation services will be sought to address departmental requirements pertaining to TBS policies, standards and directives in place at the time of the TA. Contractors may also be required to respond to urgent or *ad hoc* subject specific enquiries. The use of Contractors will support OAE's commitment to providing the Department with timely, strategically focused, objective, and evidence based information on the relevance and performance of its policies, programs, and initiatives.

### **4.0 Definitions and Applicable Documents**

4.1 The Contractor shall complete all work in compliance with relevant Treasury Board of Canada Secretariat (TBS) policies, standards or directives and/or any successor Policies, Directives, Standards and Procedures that are in place at the start of the Task Authorization (TA) based contracts for Evaluation resulting from this RFP or any amendments thereto, as well as relevant professional standards. These include, but are not limited to:

- The Policy on Evaluation (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=15024>) and related directives, guidelines and standards;
- The Policy on Transfer Payments (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13525>) and related directives, guidelines and standards;

- The Policy on Management, Resources and Results Structures (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18218>) and related directives, guidelines and standards;
- The most current round of the Management Accountability Framework (<http://www.tbs-sct.gc.ca/maf-crg/index-eng.asp>);
- TBS's CEE guide on *Supporting Effective Evaluations: A Guide to Developing Performance Measurement Strategies* (<http://www.tbs-sct.gc.ca/cee/dpms-esmr/dpms-esmr00-eng.asp>); and,
- Any new TBS policies related to performance measurement, results and resource alignment and evaluations.

## **5.0 Business and Technical Environment**

### *5.1 Business Environment*

- 5.1.1 AAFC's regular operating hours are Monday to Friday, 8 a.m. to 5 p.m. EST.
- 5.1.2 As required and as specified in any resulting TA, the Contractor shall be available to provide service to AAFC during its regular operating hours, as identified in section 5.1.1 above.
- 5.1.3 The Contractor may also expect occasional after-hours work, for example to meet deadlines, for travel related to service delivery under a TA, or other activities related to providing services under a TA.

### *5.2 Technical Environment*

- 5.2.1 It is the responsibility of the Contractor, as required, to ensure that any electronically delivered Deliverables and services provided under any resulting TA are compatible with AAFC's standard desktop publishing software, currently Microsoft Office 2010, and any upgrades thereto.

## **6.0 Scope of Work**

- 6.1 The Contractor shall, in support of the mandate of the OAE and AAFC, and as directed by the Project Authority, provide one or more of the Services listed below.

### *6.1.1 Evaluation Services*

Evaluations Services are considered to be the independent, objective, and systematic collection and analysis of information on the relevance and performance of programs, policies or initiatives. The main purpose of information generated from an evaluation is to support decision-making as it pertains to the relevance of a given program, policy or initiative, its results and cost-effectiveness as well as to identify, as applicable, alternative means of delivering or to achieving the same results. Evaluations may assess a single program or a cluster of similar programs to help determine broader horizontal issues or common themes. Individual TAs may vary in focus in any or all of the



aforementioned elements. Types of Evaluation Services/projects include, but are not limited to:

- a) **Strategic Policy Evaluation:** focuses generally on broader coverage than impact evaluations, covering large statutory programs, policy initiatives or a suite of related programs contributing to a common policy or set of objectives. This kind of evaluation focuses on examining relevance, identifying lessons learned and developing future directions. This includes meta-evaluations focused on higher-level programs identified in a department's Program Alignment Architecture (PAA).
- b) **Implementation Evaluation:** Focuses on aspects of the implementation of a program, policy or initiatives. This type of evaluation may also examine the implementation of Performance Measurement Strategies. Issues include efficiency, governance, accountability, delivery mechanisms, program improvement or assessment of the program's theory, logic, initial results (e.g., outputs and short-term outcomes) or the likelihood of intended outcomes occurring. An implementation evaluation may also be referred to as a formative evaluation.
- c) **Impact Evaluations/Value for Money Assessment:** focus on questions related to economy (e.g. the extent to which resource use has been minimized in the implementation and delivery of programs), efficiency (e.g. how inputs are being used and converted into outputs that support the achievement of intended outcomes, whether the resources consumed in the achievement of outcomes was reasonable), effectiveness and relevance. Typically, value-for-money assessments involve analyzing the inputs, outputs or outcomes of a program, policy or initiative in relation to its direct and indirect costs. It may be a stand-alone product or used as an input to an Impact Evaluation or assessment of horizontal initiatives within a department or across government.
- d) **Discrete activities related to evaluations,** such as the development of logic models, evaluation strategies, frameworks and evaluability assessments.

Services in any of the above may be required in the planning stage, execution stage, or both, under any single TA.

#### 6.1.2 *Performance Measurement Services*

Performance measurement services include, but are not limited to, support in:

- a) **Implementing the TBS Policy on Management, Resources and Results Structures (MRRS) or any other Policies, Directives, Standards and Procedures that may succeed the MRRS.**
- b) **Developing Performance Measurement Strategies, Program Performance Measurement and Risk Management Strategies (PPMRMS), performance measurement frameworks, information systems and monitoring activities at the program, sector or departmental level.**

- c) Providing assistance, guidance, support, and subject matter expertise in the development or revision, implementation, and monitoring of performance management frameworks, indicators, plans and tools;
- d) Assessing the state of current performance frameworks, measures, systems and the capacity to create and maintain on-going performance measurement systems at the department, sector, or at the program, initiative, or policy level;
- e) Assessing the state of performance measures and strategies in the context of evaluating performance of a program, initiative or policy;
- f) Providing performance measurement advice and support (e.g. supporting program managers in identifying, tracking and reporting on results throughout the life cycle of projects, programs, services, policies or initiatives), including providing training or information sessions to assist evaluators or program management with the establishment of an appropriate ongoing performance measurement system;
- g) Developing information management systems associated with program or departmental performance frameworks; and,
- h) If required, other related performance measurement services may include, but are not limited to: compiling performance data and preparing performance reports, developing performance measurement frameworks for departmental Program Alignment Architecture (PAAs) and Strategic Outcomes; analyzing and interpreting performance information to interpret progress made; and researching performance measurement uses and practices in other jurisdictions.

Each of these activities is to be undertaken in accordance with the TBS Policy on Evaluation and the TBS Directive on the Evaluation Function, the TBS Policy on MRRS and the TBS Policy on Transfer Payments and related Directives and Guidance or any successor Policies, Directives, Standards and Procedures that are in place at the start of the Task Authorization (TA) based contracts for Evaluation resulting from this RFP, as well as other departmental specific needs as specified by the Project Authority.

### 6.1.3 *Other Studies & Related Services*

In the provision of these Services, the Contractor may be requested to conduct:

- a) Primary and secondary data collection;
- b) Applied statistical analysis;
- c) Bibliometric studies;
- d) Surveys/Workshops/Focus Groups;
- e) Literature review/Document review/file reviews;
- f) Case studies;
- g) Key informant interviews;
- h) Report and/or data quality control;

- i) Development of background or analytical discussion papers;
- j) Peer or expert review of evaluation work; and,
- k) Other related services, as required.

6.2 The exact nature and details of any given service(s) to be provided will be specified in the TA document(s) issued under the resulting Contracts.

**7.0 Deliverables**

7.1 A Scope of Work will be attached to each TA and will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in provision of these services. These may include, but are not limited to:

- Evaluation planning study reports;
- Evaluation reports;
- Performance Measurement Strategies and/or framework reports;
- Applied approaches and methodologies guides;
- Technical reports;
- Research reports;
- Expert advice and guidance, either in written or oral form;
- Information sessions and/or workshop guides;
- Working papers such as interview notes, questionnaires, and raw data sets; and.
- Other related deliverables

7.2 The method of document delivery, either hard-copy, electronic, or both, will be specified in any resultant TA. Electronic format of the deliverables shall be compatible with Departmental software standards.

7.2.1 The language of all written materials will be specified in any resultant TA, and may include English, French, or both.

7.2.2 All materials shall be in a format that is easily accessible and readable.

**8.0 Contractor Resource Requirements and Qualifications**

8.1 *Resource Categories*

Named Resources supplied under any resulting TA shall meet or exceed the Minimum required Qualifications for the Resource Category in which the resource is providing services, as indicated below:

<b>A. Partner/Principal/Project Director</b>	
<p><i>Minimum Qualifications:</i></p> <ul style="list-style-type: none"> <li>• Ten (10) years of experience in the provision of Evaluation, Performance Measurement, and/or other related Evaluation Services;</li> </ul>	<p><i>Anticipated Role:</i></p> <ul style="list-style-type: none"> <li>• Exercise project sign-off authority and negotiate final agreements for Call-ups on behalf of the Firm;</li> <li>• Oversee project development, implementation and start-up;</li> </ul>

<ul style="list-style-type: none"> <li>• Three (3) years of experience as a Principal/Project Director in the provision of Evaluation and Performance Measurement, and/or other Evaluation related services; and,</li> <li>• Completion of an undergraduate degree from a recognized university in a related field (evaluation, social sciences, science or finance).</li> </ul>	<ul style="list-style-type: none"> <li>• Oversee and approve all project methodologies, reports, data collection instruments, and work plans;</li> <li>• Review final deliverables to ensure reliability and quality of results;</li> <li>• Present or oversee presentation of evaluation findings, results and recommendations to the Project Authority;</li> <li>• Liaise with appropriate authorized Departmental officials when required; and,</li> <li>• Other project management services related to Evaluations and other related studies, as required.</li> </ul>
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**B. Senior Consultant/Senior Research Analyst**

<p><i>Minimum Qualifications:</i></p> <ul style="list-style-type: none"> <li>• Five (5) years of experience as a Senior Consultant/Senior Research Analyst in the provision of Evaluation, Performance Measurement, and/or other Evaluation related Services; and,</li> <li>• Completion of an undergraduate degree.</li> </ul>	<p><i>Anticipated Role:</i></p> <ul style="list-style-type: none"> <li>• Develop, or participate in the development of, project designs, approaches, strategies and methodologies;</li> <li>• Advise on a budget and composition of the project team;</li> <li>• Plan, direct, and supervise the activities of project teams;</li> <li>• Analyze research data and findings;</li> <li>• Analyze findings and for preliminary conclusions;</li> <li>• Present findings/observations of the completed work to the Project Director, Project Authority, or other authorized individual or group;</li> <li>• Conduct and contribute to quantitative and qualitative data collection and related activities;</li> <li>• Prepare progress reports to the Project Director or Project Authority;</li> <li>• Prepare and review evaluation reports and other appropriate or related deliverables;</li> <li>• Liaise with appropriate authorized Departmental officials when required; and,</li> <li>• Other services related to the provision of Evaluation and other related studies as required.</li> </ul>
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**C. Junior Consultant/Research Analyst**

<p><i>Minimum Qualifications:</i></p> <ul style="list-style-type: none"> <li>• Two (2) years of experience in the provision of Evaluation, Performance Measurement, and/or other evaluation related services; and,</li> </ul>	<p><i>Anticipated Role:</i></p> <ul style="list-style-type: none"> <li>• Conduct or contribute to quantitative and qualitative data collection activities;</li> <li>• Review and assess relevant program documents and files;</li> <li>• Develop, manage, update and modify</li> </ul>
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<ul style="list-style-type: none"> <li>• Completion of an undergraduate degree.</li> </ul>	<p>databases and spreadsheets;</p> <ul style="list-style-type: none"> <li>• Analyze research data and findings;</li> <li>• Analyze findings for preliminary conclusions; and,</li> <li>• Support other members of the project team in various aspects of assigned projects as required.</li> </ul>
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8.1.1 The above mentioned anticipated roles may vary within any resultant TA.

8.2 Each TA under a contract will indicate the minimum resources required for a particular evaluation project, which may be equal to, or exceed, the minimum requirements stated above. The number and type of resources required from within each of the identified Resource Categories will be specified in any resulting TA.

8.4 The Contractor shall provide the services of the Resource(s) named in the TA to perform the work.

8.5 Subject Matter Experts (SME)

SMEs could be included in a TA by way of the following options:

8.5.1 In the event that AAFC determines an SME is required, AAFC will give details in any resultant TA by including information, such as but not limited to, experience and educational qualifications, expected role of the SME, and cost expectations.

OR

8.5.2 Subject to approval by the AAFC Project Authority, Contractors may request the use of an SME to supplement their own efforts. Contractors shall give sufficient and compelling reasons as to their need of an SME.

8.5.3 SMEs shall have specialized experience with one (1) or more of the following areas of work:

- Agriculture and agri-food and food safety programs;
- Finance and loans programming;
- Markets and trade programs or initiatives;
- Marketing and branding programs;
- Income support programming;
- Grants and contributions programming;
- Federal/provincial/territorial programming or initiatives;
- Economic development;
- Scientific research and development;
- Innovation and Technology; and,
- Environmental sustainability programs.

8.5.4 AAFC anticipates that SMEs will typically be individuals with specialized qualifications (such as a Master-level or higher degree in a given field) or extensive experience in one or more of the above stated subject area, issue or program areas.

8.5.4 In the event that SMEs are engaged by the Contractor, the Contractor shall include the costs associated with the SME as part of the firm price of the TA.

## **9.0 Approach and Methodology**

9.1 In providing the Services described in Sections 6.0 and 7.0 above, and as detailed in any resulting TA, the Contractor shall utilize industry accepted methodologies and approaches within each of the following areas:

- a) Project design, planning, and management;
- b) Research, writing and analysis;
- c) Quality and compliance assurance;
- d) Interview, survey and data collection; and,
- e) Information and document management.

9.1.1 In the event a Contractor has a proprietary methodology, or research or analytical tool that they believe is appropriate for use rather than an industry best standard practice, or in the event that the Contractor develops one of the above for work involving AAFC, the Contractor must provide all relevant details of this methodology, or research or analytical tool, insomuch that the Project Authority can fully understand the purpose of its use or development, prior to its use within a study. The Contractor shall report the same within the study documentation itself. The Project Authority will have the option to either accept use or development of such a method, or require the Contractor to employ an industry best standard method or practice.

9.2 In addition to, but notwithstanding the above, the Contractor shall employ all standards, techniques, methods and approaches required to fulfill the requirements of this Statement of Work in compliance with the Section 10.0, Performance Standards and Quality Assurance.

## **10.0 Performance Standards and Quality Assurance**

10.1 All deliverables shall comply with the current TBS *Policy on Evaluation* and related directives and standards (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=15024>) or any other Policies, Directives, Standards or Procedures that may succeed the TBS Policy on Evaluation. Unless otherwise specified, the evaluation report shall comply with the direction for content, format, style and implementation, as identified in the TBS *Guide for the Review of Evaluation Reports* (<http://www.tbs-sct.gc.ca/cee/tools-outils/grer-gere-eng.asp>), in addition to other policy requirements and guidance located within documentation identified in this Statement of Work and any amendments thereto.

- 10.2 The Contractor is responsible for maintaining at all times high professional standards in their analysis and reports. This includes, but is not limited to: completeness of the analysis, full disclosure of the limitations of the analysis, integrity and accuracy of the information provided and a fair and equitable representation of the issues free of bias or distortions.
- 10.3 In providing evaluation or performance measurement services to AAFC, as described in Section 6.0 and 7.0 above, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 10.3.1 At the issuance of each TA, AAFC will establish with the Contractor a schedule of milestones and reporting requirements for the work to be completed. The Contractor shall deliver the services by the deadlines established by AAFC's Project Authority, as specified within the TA document. Every effort shall be made by AAFC to provide the Contractor with reasonable deadlines.
- 10.3.2 In addition to the requirement for Contractor Performance, there is an inherent Quality Assurance Standard associated with any/all TAs. The Contractor shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 10.4 The management by the Contractor of service delivery to AAFC in relation to any resulting TA shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 10.5 The Contractor is responsible for keeping updated on TBS policies, procedures, standards and guidelines for management of the public service, listed in section 4.1 of this Appendix and any other Government of Canada (GoC) policy relevant to the work to which they are assigned.
- 10.6 The Project Authority reserves the right to cancel or amend any TA based on the performance of the Contractor.

## **11.0 Reporting and Communications**

- 11.1 During the course of the work under any resulting TA, the Contractor shall provide to the Project Authority written progress/status reports, contract performance reports, and ad hoc oral status updates relating to the delivery of specific services and the completion of assigned tasks. Any and all specific reporting requirements will be detailed within any resultant TA.
- 11.2 It is the responsibility of the Contractor to facilitate and maintain regular communication with the AAFC Project Authority in line with the stated requirements. In addition, the Contractor is to immediately notify AAFC's Project Authority of any issues, problems, or areas of concern in relation to any work in progress or completed under the TA as they arise.

## **12.0 Contractor Responsibilities**

In the provision of services of any resulting TA to AAFC, the Contractor shall:

- 12.1 Provide a mutually agreed-upon principal contact person for each TA, who shall be actively involved in, and responsible for, all activities undertaken.
- 12.2 Confirm with AAFC, in writing, the receipt and successful completion of all TA requests.
- 12.3 Complete and ensure quality of assigned work according to pre-defined schedules and standards, as outlined in each TA.
- 12.4 Work in conjunction and close contact with AAFC's Project Authority and other Contractors as required, and ensure that AAFC personnel acquire appropriate expertise and knowledge transfer from the Contractor.
- 12.5 Provide regular status reports and briefings, as required, to identify progress, issues, challenges, strategies and achievements.
- 12.6 Co-ordinate travel, if and when required, as pre-authorized by the Project Authority or his authorized Representative.

### **13.0 Government Representation and Support**

- 13.1 As required to support the Contractor's performance of work under any resultant TA, the Project Authority will provide the following:
  - 13.1.1 Access to related on-site AAFC facilities or workspaces. Prior written authorization may be required. An authorized OAE Representative may opt to become involved in actively monitoring Contractor activities, at his or her discretion.
  - 13.1.2 Access to relevant AAFC research databases.
  - 13.1.3 Names and telephone numbers of departmental/federal/provincial/project contacts.
  - 13.1.3 Review of reports and provision of comments or suggested revisions in a timely manner.
  - 13.1.4 Other related assistance as required.

### **14.0 Location of Work and Travel**

- 14.1 The majority of work is to be completed at the Contractor's place of business.
- 14.2 Some travel may be necessary for the completion of Services as described in 6.0 above, which is to be pre-authorized by the Project Authority or its authorized Representative.



14.3 The Crown shall not accept any travel and living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting TA.

### **15.0 Language of Work**

15.1 Language requirements will be identified in each resulting TA. Contractors shall possess at least one (1) fluently bilingual senior level Consultant/Research Analyst (whose proficiency is equivalent to the Public Service Commission of Canada Second Language examination rating of CCC/CCC) available for TAs in the event there is a need for services in the Contractor's reported second Official Language, or in both Official Languages, such as, for example, interviews, questionnaires, workshops, focus groups, or reports.

### **16.0 Security Requirements**

16.1 Security requirements for Task Authorizations may include, but are not limited to:

- Personnel Clearance at various levels

16.2 AAFC anticipates that most Task Authorizations will require personnel clearance at the level of Secret. However, required levels of security will vary for each Task Authorization. As such, security requirements for each required resource will be specified within the Task Authorization, at which time Contractors shall provide proof of the security clearance of each resource offered for deployment.

16.3 It is the responsibility of the Contractor to ensure that it meets all security requirements associated with the resulting Task Authorization(s) at time of Task Authorization award.

16.4 It is the responsibility of the Contractor to ensure the security of all documentation, data, evidence and materials required for and resulting from work under any Task Authorization. The Contractor shall also abide by all specific security provisions, as identified in each Task Authorization.

16.5 The Contractor shall be responsible to inform its Sub-Contractors of the security requirements of the Task Authorization and to ensure that these requirements are complied with by Sub-Contractors.

### **17.0 Green Procurement and Services**

17.1 The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and his or her deployed personnel shall accommodate AAFC's and the Government of Canada's Policy on Green Procurement. For example, the Contractor shall make every effort to ensure that all documents prepared or delivered under any resultant TA are printed in an environmentally sustainable manner, such as double-sided on Ecologo or equivalent certified recycled paper, to the full extent to which it is procurable.

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

Work Authorization			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Task Number:</b>		<b>Date:</b>	
Work Requirement			
<b>1. Description of Work to be Performed</b> a. <b>Overview</b>  b. <b>Tasks:</b> Tasks, timelines and deliverables to be achieved are presented in the attached Statement of Work (SoW)			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>		<b>To:</b>
<b>3. Security Requirements</b>	<b>Resource(s)</b>		
<b>4. Work Location</b>	Contractor to provide facilities		
<b>5. Travel Requirements</b>	Not Applicable		
<b>6. Other Conditions /Restrains</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Specify:		
7. Primary Language of Work			
<input checked="" type="checkbox"/> English		<input type="checkbox"/> French	<input type="checkbox"/> Bilingual
<b>Additional Details:</b>			
<b>TA Proposal</b>			
<b>(To be completed by Contractor)</b>			
8. Estimated Cost Contract (to be completed by Contractor – add additional items as required)			
Resource: Name, Category, and Security File #	Rate (as per contract)	Estimated Quantity (where applicable)	Total Cost

<b>Work Authorization</b>		
<b>Professional Services</b>	<b>Total</b>	
	<b>Applicable Taxes</b>	
	<b>Professional Services Total</b>	
<b>Approval</b>		
<b>9. Approval</b>		
<b>Individual Authorized to Sign on Behalf of:</b>	<b>Name</b>	<b>Signature</b>
<b>CONTRACTOR</b>		
<b>AAFC Contracting Authority</b>		
<b>AAFC Project Authority</b>		

**APPENDIX C**

**BASIS OF PAYMENT**

**1.0 General**

The following terms shall form part of any resulting TA.

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

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

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

The professional fee is to include: overhead, profit, fringe benefit, administration, secretarial services.

**2.0 Pricing Basis**

The Contractor shall apply the following per diem rates when submitting a financial proposal pursuant to a request by the contracting authority for a specific TA. Refer to this RFP, Part 3A: Resulting Contract Terms and Conditions, Article 13.0.

	<b>Firm Per Diem Rates</b> <i>(to be inserted at time of Contract award)</i>		
	<b>Initial one (1) year Contract Period</b>	<b>Option 1</b>	<b>Option 2</b>
<b>Partner/Principal/Project Director</b>			
<b>Senior Consultant/Senior Research Analyst</b>			
<b>Junior Consultant/Research Analyst</b>			

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

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

**APPENDIX D**

**ASSESSMENT PROCEDURES & CRITERIA**

**TECHNICAL PROPOSAL**

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

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

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

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

- Technical Proposal = 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:**

<b><i>Highest Combined Rating Technical Merit (70%) and Price (30%)</i></b>			
<b><i>Calculation</i></b>	<b><i>Technical Score</i></b>	<b><i>Financial Proposal Score</i></b>	<b><i>Overall Proposal Score</i></b>
Proposal 1 - Technical = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.6$	$\frac{*50 \times 30}{60} = 25$	= 86.6

Proposal 2 - Technical = 86/100 - Price - \$55,000	$\frac{86 \times 70}{100} = 60.2$	$\frac{*50 \times 30}{55} = 27.27$	= 87.47
Proposal 3 - Technical = 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:**

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the minimum number of points identified on each rated criteria.

1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit assessment 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 assessment. 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 assess, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Proposal Preparation Instructions and Assessment Procedures, 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 / lowest price) 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 is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page/project number, etc.)

Criteria	Mandatory Requirements	Page No
<b>M.1</b>	Using Appendix D, Table #1 the Bidder must provide project descriptions that demonstrate experience in conducting large evaluation projects for a Federal Government client within the last (3) years. Descriptions must be provided for three (3) evaluation projects that were valued at \$100,000 or over. The Bidder must have been the identified lead on all three projects.	
<b>M.2</b>	<p>The Bidder must demonstrate the ability to provide resources that meet the minimum qualifications identified in Appendix B, Statement of Work, Section 8.0, of the Contract.</p> <p>The Bidder must provide the names and CVs of a minimum of: One (1) resource that meets the minimum qualifications of Partner/Principal/Project Director, two (2) resources who meet the minimum qualifications of Senior Consultant/Senior Research Analyst, and a minimum of two (2) resources who meet the minimum qualifications of Junior Consultant / Research Analyst.</p> <p>The Bidder must provide the names of all resources that could be assigned to project work associated with this Standing Offer.</p> <p>An individual resource must not be identified in more than one (1) resource category.</p>	
<b>M3</b>	<p>Using project descriptions, the Bidder must demonstrate it can maintain the capacity to provide evaluation and performance measurement services in both official languages (English and French).</p> <p>The Bidder must demonstrate that within the last three (3) years it has conducted the following methodologies in both official languages:</p> <ul style="list-style-type: none"> <li>• Interviews and/or surveys</li> <li>• Presentation/meetings with clients</li> </ul>	

### 3.0 POINT RATED REQUIREMENTS

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each

Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

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

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
<b>R1</b>	<p><b>Experience* of the Firm</b></p> <p>* To qualify as experience, the resources identified by the Bidder in M2 must have actively participated in the evaluation activities.</p>		
<b>R.1.1</b>	<p>Using Appendix D, Table #1, the Bidder must demonstrate recent experience conducting evaluation services with similar scopes to those described in this RFP</p> <p>The Bidder can provide descriptions of up to ten (10) evaluation projects completed within the past three (3) years that demonstrate experience in conducting evaluations in each of the following subject areas. The Bidder must clearly identify which project description addresses which subject area:</p> <ul style="list-style-type: none"> <li>○ Agriculture and Agri-Food program (1point)</li> <li>○ Finance and loans program (1 point)</li> <li>○ Markets and trade program or initiative (1 point)</li> <li>○ Marketing and branding program (1 point)</li> <li>○ Income support program (1 point)</li> <li>○ Grants and contributions program (1 point)</li> <li>○ Federal/provincial/territorial program or initiative (1 point)</li> <li>○ Economic, business and/or rural development (1 point)</li> <li>○ Scientific research and development (1 point)</li> </ul>		<b>10</b>



Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<ul style="list-style-type: none"> <li>○ Environment and environmental sustainability program (1 point)</li> </ul> <p><b><u>Evaluation Grid:</u></b></p> <ul style="list-style-type: none"> <li>• The Bidder will receive one (1) point for a project description that corresponds to one of the subject area. If more than one project description is provided for a subject area, only one point will be awarded.</li> </ul> <p>‘Evaluation experience’ for this section is defined as a combination of the following activities; developing methodology; collecting and analyzing data to develop findings; and writing reports within the federal or provincial government context to which the bidding firm was the lead. An evaluation is deemed ‘completed’ upon receipt of a final evaluation report by the client.</p>		
R.1.2	<p>Using Appendix D Table #1, the Bidder must demonstrate the ability to conduct evaluations requiring the synthesis of multiple lines of evidence and using multiple methodologies. Bidders can provide descriptions of up to three (3) evaluation projects completed within the past three (3) years that meet the criteria outlined below. The Bidder must clearly define and explain all methodological approaches and rationale for using them in each project description. The Bidder should demonstrate the following criteria are met for each project identified:</p> <ul style="list-style-type: none"> <li>(a) More than three (3) lines of evidence were used in the project (one (1) point per project)</li> <li>(b) The project included both quantitative and qualitative methodologies (up to four (4) points per project)</li> </ul> <p><b><u>Evaluation Grid:</u></b> The Bidder will receive up to five (5) points for each</p>		15

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<p>project identified, for demonstrating experience (a) and (b) above. For element (b), points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>▪ 4 points – two (2) or more qualitative and two (2) or more quantitative lines of evidence were used with findings synthesised across multiple lines of evidence. The methodology for each line of evidence is fully described with clear context.</li> <li>▪ 2.5 points – three (3) or more qualitative and/or quantitative lines of evidence were used. The methodology for each line of evidence is not synthesised across the lines of evidence and is not clearly described.</li> <li>▪ 1 point – qualitative and quantitative lines of evidence were used but no description on methodology provided.</li> <li>▪ 0 points – the project did not include both qualitative and quantitative lines of evidence.</li> </ul>		
<b>R.1.3</b>	<p>Using Appendix D, Table #2, the Bidder must demonstrate recent experience (within the last three (3) years) in utilizing the following qualitative and quantitative methodologies:</p> <ul style="list-style-type: none"> <li>• Literature Review (1 point)</li> <li>• Document Review (1 point)</li> <li>• File Review (1 point)</li> <li>• Case Study (1 point)</li> <li>• Key Informant Interview (1 point)</li> <li>• Bibliometric Analysis (1 point)</li> <li>• Focus Groups (1 point)</li> <li>• Economic assessment/Cost-Benefit Analysis (1 point)</li> <li>• Survey (1 point)</li> <li>• Statistical Analysis (1 point)</li> </ul> <p><b><u>Evaluation Grid:</u></b> The Bidder will receive one (1) point for clearly demonstrating experience in conducting each of the</p>		<b>10</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	methodologies identified above.		
<b>R.1.4</b>	<p>Using Appendix D, Table #3, the Bidder must demonstrate recent experience (in the past three (3) years) in the provision of the following evaluation and performance measurement services, as described within Appendix B, Statement of Work:</p> <ul style="list-style-type: none"> <li>• Development of Performance Measurement Strategies (2 points)</li> <li>• Development of logic models and performance indicators (2 points)</li> <li>• Evaluability assessment (1 point)</li> <li>• Evaluation Framework (1 point)</li> <li>• Value for money assessments (2 points)</li> <li>• Summative/impact evaluations (2 points)</li> <li>• Strategic/policy evaluation (1 point)</li> <li>• Horizontal evaluation (1 point)</li> <li>• Evaluations of a cluster of programs (2 points)</li> </ul> <p><b><u>Evaluation Grid:</u></b> The bidder will receive points as identified above for demonstrating experience in the services identified.</p>		<b>14</b>
<b>Total Points for Experience of the Firm</b>			<b>49</b>
<b>Minimum Points Required</b>			<b>25</b>
<b>R.2</b>	<b>Understanding / Approach &amp; Methodology</b>		
<b>R.2.1</b>	<p>The Bidder must demonstrate an understanding of the issues, risks, and challenges that AAFC faces, as a federal government department, when conducting evaluation work.</p> <p>The Bidder must submit a written response of no more than 2,000 words (word count must be provided in the proposal) that:</p>		<b>24</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<ul style="list-style-type: none"> <li>• Describes three (3) evaluation-specific risks that may jeopardize the successful completion of an evaluation project in a federal organization. (up to four (4) points awarded for each risk identified, up to a maximum of twelve (12) points)</li> </ul> <p><b><u>Evaluation Grid, Risks and Challenges:</u></b> The Bidder will receive up to four (4) points for each risk/challenge, as follows:</p> <ul style="list-style-type: none"> <li>▪ 4 points – Risk/challenge is relevant to federal Evaluation Projects and fully described with clear context.</li> <li>▪ 2.5 points – Risk/challenge is relevant to federal Evaluation Projects and partially described with some context.</li> <li>▪ 1 point – Risk/challenge is relevant to federal Evaluation Projects but no description is provided.</li> <li>▪ 0 points – Risk/challenge and context does not meet criteria or is not included.</li> </ul> <ul style="list-style-type: none"> <li>• Provides an explanation of how the Bidder would mitigate each of the risks described, i.e., what steps or activities the Bidder would undertake to reduce the probability of the risks occurring and to minimize the impact of the negative consequences associated with each risk. (up to four (4) points awarded for each mitigation strategy up to a maximum of twelve (12) points)</li> </ul> <p><b><u>Evaluation Grid, Mitigation Strategies:</u></b> The Bidder will receive up to four (4) points for each mitigation strategy, as follows:</p> <ul style="list-style-type: none"> <li>▪ 4 points – Mitigation strategy is relevant to federal evaluation projects and fully described with clear context.</li> <li>▪ 2.5 points – Mitigation strategy is relevant to federal evaluation projects and partially</li> </ul>		

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<p>described with some context.</p> <ul style="list-style-type: none"> <li>▪ 1 point – Mitigation strategy is relevant to federal evaluation projects but no description is provided.</li> <li>▪ 0 points – Description and context do not meet criteria or are not included.</li> </ul>		
<b>R.2.2</b>	<p>The Bidder must demonstrate the ability to effectively use project management approaches to complete evaluation and performance measurement projects.</p> <p>The Bidder must submit a written response of no more than 2,000 words (word count must be provided in the proposal) that describes how, throughout the course of an evaluation the following project management issues were addressed:</p> <ul style="list-style-type: none"> <li>• Ensuring the effective use of their resources; including the transition and backup of resources when required;</li> <li>• Implementing quality control processes for their work and deliverables;</li> <li>• Managing contingencies; and,</li> <li>• Regularly reporting on progress and communicating with the Project Authority throughout the life of an evaluation project.</li> </ul> <p><b><u>Evaluation Grid:</u></b> The Bidder will receive up to four (4) points for each issue requested above as follows:</p> <ul style="list-style-type: none"> <li>▪ 4 points – Approach to issue effectively uses project management approaches in planning, implementation, and risk management, and is fully described with clear context.</li> <li>▪ 2.5 points – Approach to issue uses project management approaches in planning, implementation, and risk management, and is partially described with some context.</li> </ul>		<b>16</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<ul style="list-style-type: none"> <li>▪ 1 point – Approach to issue does not use project management approaches in planning, implementation, and risk management, or is insufficiently described.</li> <li>▪ 0 points – Written response does not meet criteria or is not included.</li> </ul>		
<b>Total Points for Understanding / Approach &amp; Methodology</b>			<b>40</b>
<b>Minimum Points Required</b>			<b>20</b>
<b>R.3</b>	<b>Knowledge and Written Communication</b>		
	<p>The Bidder must prepare a narrative of no more than 2,000 words (word count must be provided in the proposal) describing the life-cycle of a federal government program including development, implementation, and completion/renewal, from an evaluation/performance measurement perspective. Specifically, this narrative should describe how the TBS Policy on MRRS, the TBS Policy on Evaluation and its related Standard and Directive, and their relevant elements contribute to supporting program performance as well as federal accountability and decision making.</p> <p><b><u>Evaluation Grid:</u></b></p> <p>This section will assess the Bidder’s knowledge of the importance of the evaluation function within the federal public service, with up to four (4) points awarded for each of the following elements:</p> <ol style="list-style-type: none"> <li>1. Knowledge of the Policy on MRRS;</li> <li>2. Knowledge of the TBS Policy on Evaluation and its related Directive and Standard;</li> <li>3. Understanding of the role of elements 1 and 2 above in supporting federal program performance; and,</li> <li>4. Understanding of the role of elements 1 and</li> </ol>		<b>16</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<p>2 above in supporting federal accountability and decision-making.</p> <p>For each of the elements listed above, up to four (4) points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>▪ 4 points – Full understanding of the element in question and its relevance to the question is demonstrated, and element is fully described.</li> <li>▪ 2.5 points – Good understanding of the element in question and its relevance to the question is demonstrated, and element is partially described.</li> <li>▪ 1 point – Little understanding of the element in question and its relevance to the question is demonstrated, and element is insufficiently described.</li> <li>▪ 0 points – Descriptions and context do not meet criteria or are not included.</li> </ul>		
<b>Total points for knowledge and written communication</b>			<b>16</b>
<b>Minimum Points Required</b>			<b>8</b>
<b>R.4</b>	<b>Evaluation of the Senior Consultant / Senior Research Analyst</b> <b>The resource identified in M.5 will be evaluated against the following criteria:</b>		
<b>R.4.1</b>	<p>The Bidder must demonstrate that the two (2) resources identified as Senior Consultant / Senior Research Analyst possess <u>relevant</u>* education, certification and designation, as described in Appendix B, Statement of Work, of this RFP .</p> <p>*Relevant education is considered to be specialization in evaluation, social sciences, science or finance.</p> <p>(The Bidder must identify the resources to be evaluated against these criteria.)</p> <p><b><u>Evaluation Grid:</u></b> The Bidder will receive up to four (4) points for</p>		<b>8</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<p>each identified resource as follows:</p> <ul style="list-style-type: none"> <li>▪ 2 points for a relevant Graduate Degree (Masters).</li> <li>▪ 1 point for a relevant Doctoral Degree (PhD).</li> <li>▪ 1 point for a diploma or certification in Evaluation obtained from a post-secondary institution.</li> </ul>		
R.4.2	<p>The Bidder must demonstrate that the two resources identified as Senior Consultant/Senior Research Analyst have recent experience in conducting evaluations with federal or provincial clients, including management, oversight and quality assurance of those evaluation projects.</p> <p>Using Appendix D, Table #1, the Bidder must describe up to eight (8) projects completed within the last three (3) years (up to six (6) evaluation projects and up to two (2) performance measurement projects), for which a resource identified as Senior Consultant/Senior Research Analyst under M2, of the Mandatory Requirements was responsible for the overall management of the project and related resources.</p> <p><b><u>Evaluation Grid:</u></b></p> <p>The Bidder will receive up to 10 points as follows:</p> <ul style="list-style-type: none"> <li>▪ 8 points for six (6) or more evaluation projects</li> <li>▪ 7 points for five (5) evaluation projects</li> <li>▪ 6 points for four (4) evaluation projects</li> <li>▪ 5 points for three (3) evaluation projects</li> <li>▪ 0 points for two (2) evaluation projects or less</li> <li>▪ An additional 2 points will be awarded for two (2) performance measurement projects (one (1) point for each project).</li> <li>▪ An additional 2 points will be awarded for the inclusion of two (2) agriculture related evaluation projects (one (1) point for each project)</li> </ul>		12
R.4.3	The Bidder must demonstrate that the two		10



Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	<p>resources identified as Senior Consultant/Senior Research Analyst under M2, of the Mandatory Requirements, have experience undertaking and overseeing a range of qualitative and quantitative research.</p> <p>Using Appendix D, Table #2, the Bidder must identify evaluation projects that utilised the following qualitative and quantitative methodologies for which a resource identified as Senior Consultant/Senior Research Analyst under M2 of the Mandatory Requirements was responsible for the overall management of the project:</p> <ul style="list-style-type: none"> <li>○ Literature Reviews (1 point)</li> <li>○ Document Reviews (1 point)</li> <li>○ File Reviews (1 point)</li> <li>○ Case Studies (1 point)</li> <li>○ Key Informant Interviews (1 point)</li> <li>○ Bibliometric Analysis (1 point)</li> <li>○ Focus Groups (1 point)</li> <li>○ Economic assessments/Cost-Benefit Analyses (1 point)</li> <li>○ Surveys (1 point)</li> <li>○ Statistical Analyses (1 point)</li> </ul> <p>One project may cover multiple methods. If a research method is identified on multiple projects, points will only be awarded once.</p>		
<b>Total Points for Evaluation of the Senior Consultant/Senior Research Analyst Minimum Points Required</b>			<b>30 15</b>
<b>R.5</b>	<b>Assessment of the overall proposal</b>		
<b>R5.1</b>	<p>The submitted proposal will be evaluated for clarity, coherence and conciseness.</p> <p><b><u>Evaluation Grid:</u></b> The Bidder will receive up to 2 points as follows:</p> <ul style="list-style-type: none"> <li>▪ 1 point – proposal is clear and concise with</li> </ul>		<b>2</b>

Criteria	Rated Requirements	Page No Project Description # Section x.x.x Pages x to x & Appendix X	Max Points
	coherent content presented for all rated criteria; and <ul style="list-style-type: none"> <li>1 point for the layout of the proposal.</li> </ul>		
<b>GRAND TOTAL FOR RATED CRITERIA</b>			<b>137</b>

#### 4.0 FINANCIAL PROPOSAL

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

	<b>Firm Per Diem Rates</b> <i>(to be inserted at time of Contract award)</i>		
	<b>Initial one (1) year Contract Period</b>	<b>Option 1</b>	<b>Option 2</b>
<b>Partner/Principal/Project Director</b>			
<b>Senior Consultant/Senior Research Analyst</b>			
<b>Junior Consultant/Research Analyst</b>			

#### 5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

The purpose of this RFP is to award up to four (4) contracts that are on an ‘as and when requested’ basis. Each resulting contract will utilize Task Authorizations to initiate work. During the evaluation process resulting from the RFP, the Bidders will be ranked according to the combined financial and technical score. The compliant Bidders with the highest combined scores will be ranked 1 through 4 and awarded contracts in accordance with the following possible outcomes:

- **1 qualified supplier:**

1<sup>st</sup> ranked supplier = 100% of the allocated funding

- **2 qualified suppliers:**  
1<sup>st</sup> ranked supplier = 60% of the allocated funding  
2<sup>nd</sup> ranked supplier = 40% of the allocated funding
- **3 qualified suppliers:**  
1<sup>st</sup> ranked supplier = 35% of the allocated funding  
2<sup>nd</sup> ranked supplier = 33% of the allocated funding  
3<sup>rd</sup> ranked supplier = 32% of the allocated funding
- **4 qualified suppliers:**  
1<sup>st</sup> ranked supplier = 30% of the allocated funding  
2<sup>nd</sup> ranked supplier = 25% of the allocated funding  
3<sup>rd</sup> ranked supplier = 23% of the allocated funding  
4<sup>th</sup> ranked supplier = 22% of the allocated funding

## Appendix D, Table #1

Replicate and complete this template for the mandatory and rated criteria when instructed to do so. Indicate whether response is for Mandatory requirements or Rated requirements

Project # (Insert project #)		
<b>Client Identification</b>	Bidder Name	
	Project/Engagement Title	
	Client Name	
	Client Contact Name and Title	
	Client Contact Telephone No. and/or Email Address	
1.	Summary of the intent and objectives of the project;	
2.	A brief description of the scope and complexity of the project, a description of evaluation and performance measurement services provided	
3.	Start and end date (mm/yyyy to mm/yyyy) of the project	
4.	Total level of effort (days) and dollar value of the project	
5.	Names and roles of Bidder resources involved in the project	
6.	Research methodology and techniques employed	
7.	Extent to which the project finished on-time, on-budget, and in accordance with the established project goals (Where there was legitimate cause for projects to have finished outside original timeframe or budget, reasons should be explained within the Proposal)	
8.	Any additional criterion specific elements that may be relevant	

**Appendix D, Table #2 – Complete this table for Rated Criteria #R.1.3:**

<b>Methodologies</b>	<b>Experience (Yes/No)</b>	<b>Provide name of one project where bidder used method</b>	<b>Client Organization Name, Contact Name, and current Phone Number/Email Address</b>
<b>Qualitative Research Methods</b>			
Literature Review			
Document Review			
File Review			
Case Studies			
Key informant Interviews			
Focus Groups			
Bibliometric Analysis			
<b>Quantitative Research Methods</b>			
Economic Assessment/ Cost-benefit Analysis			
Surveys (specify whether telephone, mail, online)			
Statistical Analysis			

**Appendix D, Table #3 – Complete this table for Rated Criteria #R.1.4:**

	<b>Experience (Yes/No)</b>	<b>Provide name of one project where bidder used method</b>	<b>Client Organization Name, Contact Name, and current Phone Number/Email Address</b>
<b>Performance Measurement</b>			
Development of Performance measurement strategies/ Results-Based Management Accountability Frameworks			
Development of logic models, expected outcomes, and performance indicators			
<b>Evaluation</b>			
Evaluability assessments			
Evaluation Frameworks			
Value for money assessments			
Summative/impact evaluations			
Strategic/policy evaluation			
Horizontal evaluations			
Evaluations of a cluster of programs or initiatives			

**APPENDIX E**

**CERTIFICATION REQUIREMENTS**

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

**A) LEGAL ENTITY AND CORPORATE NAME**

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) PRICE/RATE CERTIFICATION**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) VALIDITY OF PROPOSAL**

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

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**E) AVAILABILITY AND STATUS OF PERSONNEL**

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

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



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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

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

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

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

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

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

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

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

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

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

**Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G) JOINT VENTURES**

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

- 1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
- 2. A Bidder that is a joint venture represents the following additional information:
  - (a) Type of joint venture (mark applicable choice):
    - \_\_\_\_\_ Incorporated joint venture
    - \_\_\_\_\_ Limited partnership joint venture
    - \_\_\_\_\_ Partnership joint venture
    - \_\_\_\_\_ Contractual joint venture
    - \_\_\_\_\_ Other
  - (b) Composition (names and addresses of all members of the joint venture)
- 3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of

control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
  - (b) The partnership venture;
  - (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:
- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
  - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## H) FEDERAL CONTRACTORS PROGRAM

### **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (below), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity-Certification, for each member of the Joint Venture.

**PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

**APPENDIX F**

**Non-Disclosure Agreement**

**NON DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No *(call up # to be inserted at award)* between Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture and Agri-Food Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract No: *(call up # to be inserted at award)*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX G**

**Security Requirements Check List**

(See attached)