

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

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

Proposals **must** be received by: 2:00 PM, Eastern Standard Time

**On: April 9<sup>th</sup>, 2018**, at the following address:

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

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

A Mediator is assigned to assist the farmer and creditors explore options for the successful resolution of the case.

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

Only farmers:

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

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

Secured creditors are obliged by the Act to serve the farmer with a *Notice of Intent to Realize on Security* before undertaking any action to recover debts. In this case, the farmer would usually choose the FDMS application which includes a Stay of Proceedings to prevent further action by the creditor during mediation. The farmer would also apply for a Stay when being sued for a debt by an unsecured creditor. Though unsecured creditors are not required to provide a Notice of Intent, the Stay still protects the farmer's assets during mediation. If a

Notice of Intent has not been served and legal action has not been taken, the farmer may prefer to apply for review and mediation only, without applying for a Stay.

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

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

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

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

### 2. Summary

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

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

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

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

The total budget for the SO will be approximately \$60,000.00, based on a possibility of issuing one (1) standing offer.

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

### 3. Debriefings

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

### 4. Office of the Procurement Ombudsman

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

### 5. Interpretation

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

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

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

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

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

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Instructions, Clauses and General Conditions**

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

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

### **2. Submission of Offers**

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

**6. Rights of Canada**

6.1. Canada reserves the right to:

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

**7. Rejection of Offer**

7.1. Canada may reject an offer where any of the following circumstances is present:

- a. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
- c. evidence satisfactory to Canada that based on past conduct or behaviour, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself improperly;
- d. with respect to current or prior transactions with the Government of Canada:
  - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
  - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

7.2. Where Canada intends to reject an offer pursuant to a provision of section 7.1(d), the SO Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

7.3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a RFSO from a single Offeror or a joint venture. Canada reserves the right to:

- a. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- b. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

**8.0 Communications - Solicitation Period**

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

Andre Gravelle  
[andre.gravelle@canada.ca](mailto:andre.gravelle@canada.ca)

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

8.3 Amendment of RFSO:

- 12.3.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on buyandsell.gc.ca.
- 12.3.2. It is the Offeror's responsibility to obtain the original documents and any subsequent documents from Buy and Sell.

## **9.0 Enquiries**

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

## **10. Offer Costs**

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

## **11. Conduct of Evaluation**

- 11.1 In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:
- a. seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
  - b. contact any or all references supplied by Offerors to verify and validate any information submitted by them;
  - c. request, before issuance of any SO, specific information with respect to Offerors' legal status;
  - d. conduct a survey of Offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
  - e. verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
  - f. interview, at the sole costs of Offerors, any Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.
- 11.2 Offerors will have the number of days specified in the request by the SO Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

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

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

**13. Entire Requirement**

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

**14. Applicable Laws**

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

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



**PART 3 - OFFER PREPARATION INSTRUCTIONS****1. Offer Preparation Instructions**

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

**2. Joint Venture**

2.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the Procurement Business Number of each member of the joint venture;
- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d. the name of the joint venture, if applicable.

2.2 If the information is not clearly provided in the offer, the Offeror must provide the information on request from the SO Authority.

2.3 The offer and any resulting SO must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The SO Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting SO. If an SO is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any Contract resulting from a call-up against the SO.

**3. Offer Preparation Instructions**

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

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

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

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

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

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

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

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

**4. Section I: Technical Offer**

4.1 The technical proposal should identify the following information:

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and
- d. the reference number of this RFSO: 01B68-17-0283.

4.2 In the Technical Proposal, the Offeror should:

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

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

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

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

## **6. Multiple Resources Proposed**

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

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

### **1. Evaluation Procedures**

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

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

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

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

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

## **PART 5 – SECURITY REQUIREMENTS**

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

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

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

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

### **A. STANDING OFFER**

#### **1. Offer**

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

1.2 The Offeror understands and agrees that:

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

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

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

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

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

3.2. Amendment of Standing Offer

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

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

4.1. Standing Offer Authority

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

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4.2. Identified Users

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

4.3 Offeror Representative

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

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

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

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

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

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

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

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

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

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

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

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

In the event the applicant's choice to receive the services in one of two official languages prevents the Offeror from providing the services, the Regional Manager will award the mandate to a bilingual Offeror.

If a Offeror does not provide confirmation of his availability in writing for the work within 24 hours of being offered, the Regional Manager will consider the non-response as an unavailability/refusal.

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

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

#### **Delivery of mandates**

Importance of meeting deadlines: the work must be performed within the specified time frame or at the time specified in the call-up.

Should a Mediator be unable to complete a given mandate within the timeframe identified in the call-up, he must notify the AAFC Regional Manager as soon as possible. In such a case, it will be at the sole discretion of the Regional manager to accept the new timeframe or to request from the Contractor that he assigns a new Mediator to the mandate, at no additional cost to the Department.

After three such delays from a Mediator, the Department reserves the right to request that the Mediator name be removed from the standing offer.

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

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

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

## **10. Certifications**

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

## **11. Applicable Laws**

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

## **12.0 Orientation and Information Sessions**

### **12.1. Mandatory Orientation**

The qualified resources must attend an orientation session.

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

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

### **12.2. Information Sessions**

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

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

## **13. Professional Association and Code of Ethics**

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

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

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

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

#### **14. Non-Permanent Resident**

##### **14.1 Canadian Contractor**

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

#### **15. Replacement of Personnel**

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

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

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

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

#### **B. CALL-UP**

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

##### **1. Statement of Work**

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

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

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

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

2.2. If the Offeror accumulates three delays, the Department reserves the right to request the cancellation of the SO.

##### **3. Call-up Amendment**

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

##### **4. Basis of Payment**



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

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

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

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

## **5. Method of Payment**

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

## **6. Invoicing Instructions**

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

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

## **7. Approval of Services**

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

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

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

## **8. Security Requirements**

### **8.1 Personnel Clearance**

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

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

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary. The Contractor shall not disclose any such information to any person without the written permission of the Minister. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the contract and shall remain the property of Canada or the third party, as the case may be. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note

thereof that contains such information, upon completion or termination of the contract or at such earlier time as the Minister may require.

2. Subject to the *Access to Information Act* (R.S. 1985, c. A-1) and to any right of Canada under this contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the contract that is proprietary to the Contractor.

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

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

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

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

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

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

### **8.3 Personal, Third Party and Government Information**

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

1. The Contractor shall keep private and confidential any such information collected, created or handled by the Contractor under the contract, and shall not use, copy, disclose, dispose of or destroy such information, except in accordance with this clause and the delivery provisions of the contract. All such information is the property of Canada, and the Contractor shall have no right in or to that information.
2. The Contractor shall deliver to Canada all such information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which has been made or obtained in relation to the contract, upon the completion or termination of the contract, or at such earlier time as the Minister may request. Upon delivery of the information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the information remains in the Contractor's possession.

### **9. Conflict of Interest**

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

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

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

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

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

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

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

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

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

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

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

- 1.1.2 In carrying out the mediation the Mediator will observe the requirements of subsection 10(2) of the Farm Debt Mediation Act (FDMA) and shall not provide advice to the farmer or a creditor.
- 1.1.3 In carrying out the mediation, the Mediator shall endeavour to instil participation by the parties in the negotiation, assist the parties to communicate effectively, help to explore and clarify options for mutually agreeable solutions, summarize any agreements in principle and obtain a signed arrangement between the parties where possible.
- 1.1.4 The Mediator may be required to perform preparatory work as required and defined by the Regional Manager. This could include contacting participants in mediation to describe their roles, clarifying the agreement to mediate, explaining principles of the process.
- 1.1.5 At the end of the mediation, the mediator shall provide a report to the Regional Manager. This report will include a summary of all discussions and options presented as well as the detailed arrangement reached during the mediation, in a format determined by the Regional Manager. This report shall be submitted within 24 hours of completion of the mediation meeting.
- Once the mediation case is complete, the Mediator will send all original documents to the Regional Manager and will destroy any or all copies in their possession (Treasury Board Privacy Act (R.S., 1985, c.P-21))
- 1.1.6 Any change in the contract requested by the Mediator must be requested to the Regional Manager PRIOR to the ending date of the mandate and MUST be negotiated with the Regional Manager and, if approved, will be adjusted, and an amendment to the contract will be issued by the Contracting Authority.
- 1.1.7 At all times, the Mediator shall be required to have, in good working order, computer hardware and software and a facsimile machine to adequately meet the requirements of this work.

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

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

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

**SW3 Bilingual Services**

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

**SW4 Qualified Resources**

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

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

**SW5 Region**

The services will be rendered in Nova Scotia.

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

**FDMS – MEDIATORS**

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

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

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

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

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

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

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

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

Example: A case where the services are to be rendered at 380 KM from the Mediator's place of business:

$(380 \text{ km} - 200 \text{ km}) \div 90 \text{ km} = 2 \text{ units}$

$\$1,200.00 + (2 \text{ units} \times \$125.00) = \$1,450.00$  for the case.

Mileage between each 90 km will be prorated.

Example: A case where the services are to be rendered at 420 km from the Mediator's place of business:

$(420 \text{ km} - 200 \text{ km}) \div 90 \text{ km} = 2.45 \text{ units}$

$\$1,200.00 + (2.45 \text{ units} \times \$125.00) = \$1,506.25$

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

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

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

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

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

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

**(e) Performing other similar services**

These include:

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

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

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

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

**(f) Orientation meetings and training**

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

**(g) Information Sessions**

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

**ANNEX “C”****PROPOSAL TECHNICAL EVALUATION CRITERIA**

The Offeror is requested to provide resume(s) clearly demonstrating educational background, qualifications and work experience related to the type of work described in this offer.

If more than one person will be providing services for this requirement, resumes must be provided for each potential resource. Each proposed resource will be evaluated against the criteria and a mathematical average score (for rated criteria) will be calculated and used to determine the Offerors total score and ranking. Only the person or persons who qualify will be allowed to provide services under the resulting SO.

Each potential mediator providing work under this RFSO will have to respond to each of the criteria.

The technical proposal must not refer specifically to personal or confidential information gained under a previous contract for similar services. As well, it is forbidden to make specific references to individuals or businesses that might directly or indirectly reveal personal or confidential information.

**MANDATORY CRITERIA**

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

The Offeror is requested to use the table provided to identify where the information can be found in the proposal – replicate the table for each proposed resource.

<b>Mandatory Criteria Number</b>	<b>MANDATORY CRITERIA</b>	<b>CROSS REFERENCE TO PROPOSAL</b>
<b>MT1</b>	The Proposer must demonstrate that each proposed Mediator has <u>a minimum of 40 hours</u> conflict resolution training. Copies of the training certificate(s) must be provided to demonstrate successful completion of the training.	
<b>MT2</b>	The Proposer must include for each proposed Mediator, a list (including dates of mediation and type of dispute) of mediation cases conducted within the last three (3).  The Proposer must demonstrate that each proposed Mediator has conducted a minimum of five (5) cases of mediation within the past three (3) years in a subject relevant* to this RFSO.  *Relevant is defined as: Agriculture, Business Valuation, Bankruptcy / Insolvency, Debtor-Creditor, Family Business, Real Estate / Property, Financial, Commercial, Family disputes.	



<b>MT3</b>	<p>The Proposer must submit three (3) references for each proposed Mediator. The reference must have participated or observed a mediation case with the proposed mediator, and the mediation case must have taken place within the last five (5) years.</p> <p>For each reference, the following information must be provided:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Current Email Address</li> <li>• Timeframe of Mediation Case</li> <li>• Summary of Mediation Case</li> </ul> <p>References from the Farm Debt Mediation Services of AAFC will not be acceptable.</p> <p>The references will be contacted (as part of rated criterion #3) and will be required to comment on the following aspects of the mediation process:</p> <ul style="list-style-type: none"> <li>• Knowledge of techniques of mediation</li> <li>• Clarity of written documents.</li> <li>• Understanding and ability to summarize issue.</li> <li>• Leadership and control of situation.</li> <li>• Timeliness</li> </ul>	
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**POINT-RATED CRITERIA**

The technical component of the proposal will qualify if it achieves **an overall score** equal to or in excess of 70%.

The Offeror is requested to use the table provided to identify where the information can be found in the proposal – replicate the table for each proposed resource.

Rated Criteria Number	Description	Scoring Grid	Cross Reference to Proposal
1	<p>The Proposer should demonstrate, for each proposed Mediator, the commitment of on acquiring and improving its professional skills with mediation and conflict resolution techniques and theory.</p> <p>Points will be awarded based on:</p>	<p>A maximum of 20 points will be awarded as follows:</p> <p>Number of hours achieved on training related to mediation</p>	

	<ul style="list-style-type: none"> <li>Number of hours achieved on training related to mediation (max 10 points)</li> <li>Participation in activities linked to the Mediator profession such as conferences, workshops, symposiums (max 10 points)</li> </ul>	<ul style="list-style-type: none"> <li><i>1 point for each hour for training over the minimum of 40 hours (MT1) up to 10 points</i></li> </ul> <p>Participation in activities linked to the Mediator profession such as conferences, workshops, symposiums</p> <ul style="list-style-type: none"> <li><i>1 point per activity, up to 10 points</i></li> </ul>	
2	<p>The Proposer should describe, for each proposed Mediator, the mediation mandates completed by the Mediator over the last three (3) years.</p> <p>The proposer should include the following in the description of each mandate to permit a complete evaluation:</p> <ul style="list-style-type: none"> <li>number of participants in the mediation meeting</li> <li>type of dispute</li> <li>who was the lead</li> <li>issue mediated</li> <li>outcome</li> </ul> <p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>Complexity – defined by number of participants (max 30 points)</li> <li>Variety of dispute types covered (max 20 points)</li> </ul>	<p>A maximum of 50 points will be awarded as follows:</p> <p>Complexity</p> <ul style="list-style-type: none"> <li><i>1 point per mandate involving 1 to 4 participants</i></li> <li><i>2 points per mandate involving 5-14 participants</i></li> <li><i>3 points per mandate involving 15 or more participants</i></li> </ul> <p>Variety of Dispute Type</p> <ul style="list-style-type: none"> <li><i>5 points per type of dispute identified.</i></li> </ul> <p>Types of disputes include:</p> <p>Agriculture, Business Valuation, Bankruptcy / Insolvency, Debtor-Creditor, Family Business, Real Estate / Property, Financial, Commercial, Family disputes.</p>	
3	<p>For each proposed Mediator, the references submitted in MT3 will be contacted and asked to rate the proposed mediator against the following:</p> <ul style="list-style-type: none"> <li>Knowledge of techniques of mediation</li> <li>Clarity of written documents.</li> <li>Understanding and ability to summarize issue.</li> <li>Leadership and control of situation.</li> <li>Timeliness</li> </ul>	<p>A maximum of 10 points will be awarded for this criterion.</p> <p>For each of the areas points will be awarded as follows:</p> <p>Good: 2 points Average: 1 point Poor: 0 Points</p> <p>Each reference will be evaluated and a</p>	

	<p>If the named individual is unavailable when required during the evaluation period, the Offeror will be provided <u>one</u> opportunity to provide the name and contact information of an alternate contact from the same mediation case. If the Offeror or the reference does not respond within the specified deadline, no points will be awarded.</p>	<p>mathematical average score will be calculated and used to determine the total technical score of each proposed Mediator.</p>	
<p>4</p>	<p>The Proposer should demonstrate that each proposed mediator has a good understanding of how mediation supports the dispute resolution system and what are the responsibilities of a mediator under the Farm Debt Mediation Act.</p> <p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>• What are the benefits of mediation in a dispute resolution process (max 10 points).</li> <li>• Describe and explain the key responsibilities of a mediator under the Farm Debt Mediation Act (max 10 points).</li> </ul>	<p>A maximum of 20 points will be awarded as follows:</p> <p>Benefits</p> <ul style="list-style-type: none"> <li>• <i>2 points per benefit to a maximum of 10 points.</i></li> </ul> <p>Responsibilities</p> <ul style="list-style-type: none"> <li>• <i>2 points per responsibility to a maximum of 10 points.</i></li> </ul>	
		<p style="text-align: right;">TOTAL SCORE:</p> <p style="text-align: right;">MINIMUM POINTS REQUIRED TO PASS:</p>	<p>100 points</p> <p>70 points</p>

**ANNEX "D"****APPENDIX D****GENERAL CONDITIONS****GC1. INTERPRETATION**

- 1.1 In the contract,
- 1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
- 1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;
- "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
- 1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

**GC2. Powers of Canada**

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

**GC3. General Conditions**

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

**GC4. Conduct of the Work**

- 4.1 The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
- (b) it has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) it has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

**ANNEXE D****CONDITIONS GÉNÉRALES****CG1. DÉFINITIONS**

- 1.1 Dans le présent marché d'acquisition :
- 1.1 « Canada », « Couronne », « Sa Majesté » ou « gouvernement » signifient Sa Majesté la Reine du chef du Canada;
- « entrepreneur » signifie la personne, l'entité ou les entités nommées dans le marché d'acquisition pour la fourniture de biens ou la prestation de services ou les deux au Canada;
- 1.2 « Ministre » signifie le ministre d'Agriculture et Agroalimentaire Canada ou toute personne autorisée;
- 1.3 « partie » signifie le Canada, l'entrepreneur ou tout autre signataire du marché d'acquisition; « parties » signifie l'ensemble d'entre eux;
- 1.4 « Taxes applicables » signifie la taxe sur les produits et services (TPS), la taxe de vente harmonisée (TVH) et toute taxe provinciale payable par le Canada selon la loi, tel que la taxe de vente du Québec (TVQ) à compter du 1er avril 2013;
- 1.5 « travaux » signifie, à moins d'indication contraire, tout ce que l'entrepreneur doit faire, fournir ou livrer pour remplir ses obligations en vertu du marché d'acquisition.

**CG2. Pouvoirs du Canada**

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

**CG3. Conditions générales**

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

**CG4. Exécution des travaux**

- 4.1 L'entrepreneur déclare et atteste ce qui suit :
- a) il a la compétence pour exécuter les travaux;
- b) il a les qualifications nécessaires, y compris les connaissances, les compétences et l'expérience, et la capacité de les utiliser efficacement pour exécuter les travaux;
- c) il a le personnel et les ressources nécessaires pour exécuter les travaux.
- 4.2 Sauf pour les biens du gouvernement nommément prévus au marché d'acquisition, l'entrepreneur fournit tout ce qui est nécessaire à l'exécution des travaux, y compris les ressources, les installations, la main-d'œuvre et la supervision, la gestion, les services, le matériel, les matériaux, les dessins, les données techniques, l'assistance technique, les services d'ingénierie, les procédures d'inspection et d'assurance de la qualité, et la planification nécessaire à l'exécution des travaux.

4.3 The Contractor shall:

4.3 L'entrepreneur doit:

- (a) carry out the Work in a diligent and efficient manner;
  - (b) apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
  - (c) ensure that the Work:
    - (1) is of proper quality, material and workmanship;
    - (2) is in full conformity with the Statement of Work; and
    - (3) meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

#### **GC5. Inspection and Acceptance**

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

#### **GC6. Amendments and Waivers**

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

#### **GC7. Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **GC8. Excusable delay**

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means,

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

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

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

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

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

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

#### **CG7. Délais de rigueur**

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

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

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

constitutes an excusable delay.

- 8.2. The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
  - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

#### **GC9. Termination of convenience**

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and

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 terminés.
- 9.2 Les travaux terminés par l'entrepreneur à la satisfaction du Canada avant l'envoi d'un tel avis sont payés par le Canada conformément aux 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,

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

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

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

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

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.

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:
- 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;
  - 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 faillis ou insolvables; ou
  - si l'entrepreneur fournit une fausse déclaration en contravention des articles GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou GC 39.
- 10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.
- 10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.
- 10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

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

- 11.1 Le ministre peut à tout moment, par avis écrit, ordonner à l'entrepreneur de suspendre ou d'arrêter les travaux ou une partie des travaux prévus au marché d'acquisition. L'entrepreneur doit se conformer sans délai à l'ordre de suspension, de manière à minimiser les frais liés à la suspension.

#### **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 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.

12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

#### TERMS OF PAYMENT

##### GC13. Method of Payment

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

##### GC14. Basis of Payment

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

##### GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

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.

#### MODALITÉS DE PAIEMENT

##### CG13. Mode de paiement

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.

##### CG14. Base de paiement

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.

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

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) 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) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.
- 15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 15.4 Canada shall not be liable to pay interest on overdue advance payments.

#### GC16. Records to be kept by Contractor

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:

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

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

#### CG16. Registres à conserver par l'entrepreneur

- 16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.
- 16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.
- 16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.
- 16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du présent article et impayé, et le porter en compensation de toute 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) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **GC18. Right of Set off**

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

#### **GC19. Assignment**

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

#### **GC20. Subcontracting**

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

#### **GC21. Indemnification**

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other

- 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 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,

proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

#### **GC22. Confidentiality**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality

#### **GC23. Indemnification - Copyright**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

#### **GC24. Indemnification - Inventions, etc.**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

#### **GC25. Ownership of Copyright**

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

#### **GC26. Taxes**

- 26.1 Municipal Taxes  
Municipal Taxes do not apply.
- 26.2 Federal government departments and agencies are required to pay Applicable Taxes.

intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission ou d'un retard volontaire ou négligent de la part de l'entrepreneur, de ses préposés, sous-traitants ou mandataires dans l'exécution des travaux ou par suite des travaux.

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

#### **CG22. Confidentialité**

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

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

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

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

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

#### **CG25. Propriété du droit d'auteur**

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

- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)
- ou
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year).

- 25.2 À la demande du ministre, l'entrepreneur fournit au Canada, à la fin des travaux ou à tout autre moment déterminé par le ministre, une 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 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:  
[http://www.dfait-maeci.gc.ca/trade/sanctions\\_en.asp](http://www.dfait-maeci.gc.ca/trade/sanctions_en.asp).

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

#### GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *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

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.dfait-maeci.gc.ca/trade/sanctions\\_fr.asp](http://www.dfait-maeci.gc.ca/trade/sanctions_fr.asp).

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

27.3 L'entrepreneur doit se conformer aux changements de règlement imposés pendant la période du marché d'acquisition. L'entrepreneur doit immédiatement informer le Canada s'il est incapable d'accomplir les travaux par suite de l'imposition de sanctions économiques contre 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

of the information.

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.

#### **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 maybe.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **GC36. Severability**

#### **CG36. Dissociabilité**

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

#### GC37. Contingency Fees

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

#### GC38. Criminal Offense

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

#### GC39. Public Disclosure

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

#### GC40. Notice

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

#### GC41. Accuracy

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

#### GC42. Dispute Resolution Services

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

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. 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* (LFPF), 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'une 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

[boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

par téléphone au 1-866-734-5169 ou par courriel à [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**

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.

#### **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**

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.



## ANNEX "E"

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

<b>Contract #:</b>	As per standing offer and related call up number
<b>Department:</b>	AAFC-AAC
<b>Contractor/Supplier:</b>	As per Standing Offer

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## 1. INTRODUCTION

This document outlines the Department's IT Security requirements, in conjunction with any other Canadian Industrial Security Directorate (CISD) requirements, in support of the Contractor/Supplier obtaining an official CISD written approval to use their IT system to process and store Protected B information.

In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing and storage of Protected B information be approved by the Department's IT Security Coordinator (ITSC).

Security is based upon layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

## 2. MANDATORY PREREQUISITES

### 2.1. PWGSC Validation for Physical Security

The application of the security safeguards listed in this document are based on the *mandatory requirement* that the physical premises of the Contractor/Supplier have been inspected, certified and accredited to process and store Protected B information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services. Hence, for the duration of this contract, the Contractor/Supplier must hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected B issued by the CISD.

### 2.2. Personnel Security



All Contractor/Supplier personnel who have access to the material being processed and stored must hold a valid Government of Canada (GC) Reliability Check and Status or a Security Clearance and have the “*need to know*”.

All of the Contractor/Supplier personnel handling Protected B information, in relation to this contract, must attend a mandatory security training/briefing session coordinated and delivered by the Contractor’s/Supplier’s appointed Company Security Officer or alternates.

### 2.3. Information Security

All hard copy documents and other media formats must be handled and transported in accordance with GC guidelines. All hard copy documents and other media will be marked with the appropriate security classification. Any covering letter, transmittal form or circulation slip will be marked to indicate the highest level of classification of the attachments.

Transportation of information associated with this contract into or out of the physical premises must adhere to RCMP G1-009 “*Transport and Transmittal of Protected and Classified Information*”. All processing and storage of Protected B information must be performed within the confines of CISD approved physical locations for this contract.

### 2.4. Security Policy Compliance Monitoring

The Department retains the right to conduct inspections of the Contractor/Supplier facility to ensure compliance with GC standards and policies with respect to the handling, storage and processing of information relevant to this contract.

## 3. MINIMUM IT SECURITY REQUIREMENTS

In conjunction with any other requirements established by the CISD, the Contractor/Supplier must meet the following IT Security requirements established by the Department.

Furthermore, the Contractor/Supplier must ensure that effective security controls are in place to protect medium level Confidentiality and Integrity and, at minimum, medium level Availability. Communications Security Establishment Canada’s (CSEC’s) recommendations and guidelines must be followed. Their published ITSG-33 documentation will provide further details.

### 3.1. IT Security Policy Compliance and Monitoring

All information technology related operations must adhere to the overall requirements outlined in the GC’s Operational Security Standard: Management of Information Technology Security



(MITS). All IT Security requirements addressed to the Department are applicable to the Contractor/Supplier.

The Department retains the right to conduct inspections of the Contractor/Supplier facility to ensure compliance with GC policies and standards with respect to requirements in the Operational Security Standard: Management of Information Technology Security.

## 3.2. Prevention

As per MITS section 16, the Contractor/Supplier must have all the prevention safeguards in place for the protection of confidentiality, integrity, and availability of the information and IT assets relative to this contract.

### 3.2.1 Physical Security within the IT Security Environment

Along with providing official assurance that the CISD has approved its facilities to process and store Protected B information, the Contractor/Supplier must ensure that all equipment used for the fulfilment of this contract reside within the CISD approved physical locations.

The Contractor/Supplier must protect all equipment being used for this contract. The use of wireless technology must be approved by the Communications Security Establishment of Canada (CSEC) for the information's level of sensitivity and follow guidance in CSEC's ITSPSR-21A.

### 3.2.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store Protected B information relative to this contract must be identified and labelled accordingly.

In the event of failure and replacement of the equipment or upon termination of the contract, all devices or material must be retained and properly stored or disposed of according to CSEC recommendations. The Contractor/Supplier is also responsible for clearing and sanitizing all electronic data storage devices used for this contract according to CSEC's ITSG-06 guideline.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected information may be given to an outside vendor unless it has been cleared or sanitized according to CSEC recommendations found in the ITSG-06 guideline.



All media, when not in use, must be stored in a storage container which is RCMP-approved for the storage of Protected B information (G1-001 “*Security Equipment Guide*”). The storage container must be verified by the CISD.

### **3.2.3 Authorization and Access Control**

The Contractor/Supplier must restrict IT and information access relative to this contract only to its individuals who have been screened and authorized, have been identified and authenticated, and have a “need to know”.

In following the ‘principle of least-privilege’, the Contractor/Supplier must provide only the minimum access required for individuals to perform their duties.

The Contractor/Supplier must withdraw all access privileges relative to this contract from individuals no longer involved.

### **3.2.4 Cryptography, Network Security and Perimeter Defence**

The electronic storage of Protected B information associated with this contract must be within a CISD approved IT environment.

Electronic transmission of Protected B information must be encrypted using CSEC approved technology such as Entrust Security Provider and the GC Public Key Infrastructure.

The Contractor/Supplier must segregate its networks into IT security zones and implement perimeter defence and network security safeguards. CSEC provides the ITSG-38 and ITSG-22 guidelines on this specific subject. As well, the

Contractor/Supplier must apply strict control of all access to the protected zone where the information associated with this contract resides. Network perimeter defence safeguards (e.g. firewalls, routers) must be used to mediate all traffic and to protect servers that are accessible from the internet. The Contractor/Supplier must use CSEC approved encryption technology to ensure confidentiality, integrity, authentication and non-repudiation.

The Need-to-Know principle must be applied and transmission must be restricted only to CISD approved recipients.

### **3.2.5 Mobile Computing and Teleworking**

All processing and storage of Protected B information must be performed within the confines of the CISD approved physical locations for this contract.

### **3.2.6 Software Integrity and Security Configuration**



The Contractor/Supplier should configure the security of their operating systems and application software being used to process Protected B information in accordance with security best practices (such as the Microsoft Security Compliance Toolkits for servers and clients). Safeguards must be implemented to "harden" servers and workstations processing Protected B information. For more information on software hardening and configuration best practices, refer to the best practices issued by CSEC, by the National Institute for Standards and Technology (NIST) and by the Center for Internet Security.

### 3.2.7 Malicious Code

The Contractor/Supplier must install, use and regularly update antivirus software and conduct scans on all electronic files from external systems.

## 3.3. Detection

It is important to have the ability to detect security related issues within the operating environment. The rigor and extent of detection must be based on a medium level of risk. To protect the information associated with this contract and ensure service delivery, the Contractor/Supplier must continuously monitor system performance to rapidly detect:

- Attempts (failed or successful) to gain unauthorized access to a system, or to bypass security mechanisms.
- Unauthorized probes or scans to identify system vulnerabilities.
- Unplanned disruption of systems or services.
- Denial-of-service attacks
- Unauthorized changes to system hardware, firmware, or software.
- System performance anomalies, and
- Known attack signatures.

At minimum, the Contractor/Supplier must include a security audit log function in all IT systems.

## 3.4. Response and Recovery

### 3.4.1 Incident Response



The Contractor/Supplier must establish mechanisms to respond effectively to IT incidents and exchange incident-related information with the Department immediately. The Contractor/Supplier must have a documented incident response process.

### 3.4.2 Incident Reporting

It is paramount that the Department is made aware of any security-related incidents with respect to the facilities and equipment used to process and store Protected B information associated with this contract.

The Contractor/Supplier must report any security-related incidents to the Department within *two hours* of an incident being detected or reported.

### 3.4.3 Recovery

Before reconnecting or restoring services, the Contractor/Supplier must ensure that all malicious software has been removed and that there is no potential for recurrence or spread.

With regards to the information associated with this contract, the Contractor/Supplier must:

- Back up the data regularly
- Test backups regularly to ensure that they can be used for recovery
- Back up all software and configuration data
- Facilitate the restoration of data and services by allowing systems to undo operations and return to an earlier state.
- Test restoration procedures regularly to ensure that they are effective and that they can be completed within the time allotted for recovery.
- Determine retention periods for essential business information and archived backups, and
- Ensure that off-site backup storage is within a CISC approved location if no CSEC approved encryption is being used.

Note that system recovery should be conducted in a manner that preserves the integrity of evidence, in the event of a criminal investigation of a security breach, for example.



## 4. CONCLUSION

In absence of a formal TRA, this document has established the Department's basic IT Security requirements for the processing and storage of up to and including Protected B information.

Through the Canadian Industrial Security Directorate's invaluable input and expertise at certifying that the Contractor/Supplier has met all IT Security requirements, the Department will be reassured that risks have, most likely, been mitigated to acceptable levels.





Annex F1

CERTIFICATIONS TO BE COMPLETED BY THE CONTRACTOR

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

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

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

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

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

2. EDUCATION/EXPERIENCE CERTIFICATION

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

3. AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

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

#### 4) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

#### 5) FORMER PUBLIC SERVANT – STATUS AND DISCLOSURE

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

##### Definitions

For the purposes of this clause:

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

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

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

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

#### 5.1 Former Public Servant

Is the Offeror a FPS?



**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

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

**YES ( ) NO ( )**

**5.3 Work Force Reduction Program**

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

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_



**Annex F2**

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

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

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

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

**2. Attestation of location**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

