

Request for Proposal (RFP): 01B68-20-0084

FOR THE PROVISION OF

Agricultural Insurance Programming

FOR

Agriculture and Agri-Food Canada (AAFC)

Contracting Authority:

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

This contract would be to explore a new approach in agricultural insurance programming. The consulting firm will review public and private programs offered in Canada and other developed countries to further compare the AAFC whole farm revenue and margin insurance program model with the programs delivered elsewhere. The study will be based on two sectors (i.e. grain and oilseeds and cattle).

2.0 SECURITY REQUIREMENTS

There is no Security component associated with this requirement.

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8 "Bidder" means a person or entity submitting a Proposal in response to this RFP;

3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **ten (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

5.0 RIGHTS OF CANADA

5.1 Canada reserves the right to:

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

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

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

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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

- 2.1 Due to the nature of this RFP electronic transmission of proposals by such means as **electronic mail** to the Department of Agriculture and Agri-Food **will be accepted. Due to file size, multiple emails will be accepted if required.**
- 2.2 The proposal **MUST BE EMAILED** to and received by the Contracting Authority named on the cover page of the RFP no later than **Wednesday, January 13, 2021 at 12:00 PM EST.**
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **THREE SEPARATE parts** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 copy
Section 2	Financial Proposal	1 copy
Section 3	Certifications	1 copy

- 3.2 The Bidder may **submit only one proposal in either official language.**
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

In the Financial Proposal, the Bidder shall provide a firm all-inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

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

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

Maximum Budget: The firm all-inclusive cost of the resulting contract must not exceed **\$106,194.00 CAD (excluding applicable taxes) for the initial contract and \$115,044 for the option period (excluding applicable taxes).** Any bids exceeding this value will be deemed non-compliant and given no further consideration.

6.0 CERTIFICATION REQUIREMENTS

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

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

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:

- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c) request, before award of any contract, specific information with respect to bidders' legal status;
- d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP #01B68-20-0084, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

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

3.0 SECURITY REQUIREMENT

3.1 **There is no security requirement associated with the work.**

4.0 CONTRACT PERIOD

The Contract shall be from the date of contract award to October 15, 2021.

4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract to March 31, 2022 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5.0 CONTRACTING AUTHORITY

5.1 The Contracting Authority is:

Rhonda DiMarco
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1341 Baseline Road, T5-2, Room 334,
Ottawa, ON K1A 0C5
Tel.: 613-773-0934
E-mail: rhonda.dimarco@canada.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

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

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

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

7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

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

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

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

8.0 PRIORITY OF DOCUMENTS

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B68-20-0084;
7. Contractor's Proposal to this RFP.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

- 9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

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

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01B68-20-0084.

10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

This section is intentionally left blank.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

13.0 BASIS OF PAYMENT

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

13.2 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award) for the initial contract and a firm price of \$_____ for the option period (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra

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

13.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

14.0 DIRECT DEPOSIT

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

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

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

15.0 METHOD OF PAYMENT

15.1 Payment will be made as follows, following the submission of all invoicing documentation as specified in Article 16.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative:

Payment Schedule:

<u>Deliverables</u>	<u>Deliverable content</u>	<u>Schedule</u>	<u>Payments</u>
Report of Phase 1a)	Study report of other countries revenue and margin insurance program in support to agriculture.	Draft report no later than March 19 th . Final report no later than March 31 st , 2021	Full payment upon delivery of Phase 1a) preliminary report.
Report of Phase 1b)	Assessment of available data in Canada to undertake whole farm revenue and margin insurance program	Draft report no later than May 14 th . Final report no later than May 31 st , 2021.	Full payment upon delivery of Phase 1b) preliminary report.
Report of Phase 1c)	Refinement of the concept with experience from Phase 1a) and Phase 1b).	Draft report no later than July 15 th Final report no later than July 30 th , 2021.	Full payment upon delivery of Phase 1c) preliminary report.
Report of Phase 1d)	Include all phase 1 preliminary reports to the final report including the risks assessment of the whole farm revenue and margin insurance concept including basis risk.	Draft report no later than October 1 st . Final report no later than October 15 th , 2021.	Full payment upon delivery of Phase 1 final report.
Report of Phase 2 (Option Period)	Costing of the proposed concept including premiums, administration and expected liability. Includes the report and the pricing model	Draft report no later than March 18 th . Final report no later than March 31 st 2022.	Full payment upon delivery of Phase 2 final report.

16.0 INVOICING INSTRUCTIONS

16.1 Payment will only be made pursuant to the general conditions specified in Appendix A of this RFP and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

- 16.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a) the date;
 - b) the invoice number;
 - c) name and address of the contractor;
 - d) name and address of Agriculture and Agri-Food Canada;
 - e) item/reference number, deliverable and/or description of work;
 - f) contract number;
 - g) period in which services were rendered;
 - h) the amount invoiced (exclusive of the appropriate taxes) with the amount of the appropriate taxes shown separately.
- 16.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

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

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

18.1 (CANADIAN CONTRACTOR)

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

18.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 INSURANCE REQUIREMENTS

- 19.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or

maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

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

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

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

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

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

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

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

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 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.

4.3 The Contractor shall:

- (a) carry out the Work in a diligent and efficient manner;
- (b) apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Statement of Work; and
 - (3) meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

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

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 L'entrepreneur doit :

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

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

CG5. Inspection et acceptation

5.1 Les travaux seront soumis à l'inspection du Canada. Le Canada a le droit de rejeter toute partie des travaux, qu'il s'agisse d'un rapport, d'un document, d'un bien ou d'un service qui, tel qu'il est soumis, n'est pas conforme aux exigences du marché d'acquisition ou n'est pas à la satisfaction du Canada, ou d'en exiger la modification aux frais de l'entrepreneur, avant d'effectuer un paiement.

5.2 L'entrepreneur est en défaut d'exécution du marché d'acquisition si les travaux sont rejetés par le Canada ou s'il ne les modifie pas dans un délai raisonnable.

CG6. Modifications et renoncations

6.1 Les modifications apportées à la conception, aux travaux ou au marché d'acquisition ne lient les parties que si elles sont intégrées au marché d'acquisition au moyen d'un document écrit à cet effet ou d'une modification technique portant la signature des représentants autorisés du Canada et de l'entrepreneur.

6.2 Bien que l'entrepreneur puisse discuter avec les représentants du Canada de modifications éventuelles à l'étendue des travaux, le Canada n'assume le coût de ces modifications que lorsqu'elles sont intégrées au marché d'acquisition conformément au paragraphe 6.1.

6.3 Une renonciation n'est valable, ne lie les parties et ne modifie leurs droits que si elle est faite par écrit par l'autorité contractante, dans le cas d'une renonciation du Canada, et par le représentant autorisé de l'entrepreneur, dans le cas d'une renonciation de l'entrepreneur.

6.4 La renonciation par une partie à exercer un recours pour inexécution de toute condition du marché d'acquisition n'empêche pas cette partie d'exiger l'exécution de cette condition lors d'une inexécution subséquente, et n'est pas réputée être une renonciation à exercer en recours pour une inexécution subséquente, ni interprétée comme telle.

CG7. Délais de rigueur

Il est essentiel que les travaux soient exécutés dans le délai ou au moment fixé

Contract.

GC8. Excusable delay

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

8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.

8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

(a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and

(b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance

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, 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

with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfilment of the Contract.

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) if the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) to the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
- c) if the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1 (c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

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

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

9.3 En plus du montant qui lui est payé en vertu de l'article CG9.2, l'entrepreneur a droit au remboursement des frais liés à la résiliation, consécutivement à cet avis, des engagements qu'il a pris et des frais connexes, ainsi que des engagements qu'il a pris ou des obligations qui lui incombent relativement aux travaux.

9.4 L'entrepreneur ne peut réclamer de dommages-intérêts, d'indemnité, de perte de profits ou d'autre compensation pour aucune raison se rapportant directement ou indirectement à une mesure prise par le Canada ou à un avis donné par lui en vertu des dispositions de l'article CG9, sauf de la façon et dans la mesure qui y sont expressément indiquées.

9.5 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG9.1, le Canada peut exiger que l'entrepreneur lui remette, de la façon et dans la mesure qu'il précise, tout travail complété qui n'a pas été livré avant l'arrêt des travaux ainsi que les matériaux, les biens ou les travaux en cours que l'entrepreneur a acquis ou produits expressément pour l'exécution du marché d'acquisition.

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

10.1 Le Canada peut, par avis à l'entrepreneur, résilier le marché d'acquisition, en tout ou en partie :

- a) si l'entrepreneur ne s'acquitte pas de toutes ses obligations en vertu du marché d'acquisition ou, de l'avis du Canada, ne fait pas avancer les travaux, au point de compromettre l'exécution du marché d'acquisition conformément à ses conditions;
- b) dans la mesure permise par la loi, si l'entrepreneur fait faillite ou devient insolvable, fait l'objet d'une ordonnance de séquestre, fait cession de ses biens au profit de ses créanciers, fait l'objet d'une ordonnance ou d'une résolution de liquidation, ou se prévaut de quelque loi concernant les débiteurs faillis ou insolubles; ou
- c) si l'entrepreneur fournit une fausse déclaration en contravention des articles GC 37 ou GC 38 ou s'il contrevient à l'une des conditions prévues aux articles GC 16.3 ou GC 39.

10.2 Au moment de la résiliation du marché d'acquisition en vertu de l'article CG10, l'entrepreneur remet au Canada tout travail exécuté qui n'a pas été livré et accepté avant cette résiliation ainsi que les matériaux et les travaux en cours se rattachant spécifiquement au marché d'acquisition et tous les matériaux, textes et autres documents fournis à l'entrepreneur relativement au marché d'acquisition.

10.3 Sous réserve de la déduction de toute réclamation que le Canada peut avoir envers l'entrepreneur aux termes du marché d'acquisition ou par la suite, le Canada versera à l'entrepreneur un paiement pour la valeur des travaux complétés, livrés et acceptés par le Canada, ladite valeur devant être établie conformément aux dispositions tarifaires du marché d'acquisition ou, s'il n'est pas précisé de tarif, selon une base proportionnelle.

10.4 Si le marché d'acquisition est résilié en vertu du paragraphe 10.1 (c), en plus des autres recours qui peuvent être exercés contre lui, l'entrepreneur doit immédiatement rembourser tout paiement anticipé.

CG11. Suspension des travaux

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

GC12. Extension of Contract

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

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

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

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;

CG12. Prolongation du marché d'acquisition

12.1 Si, de l'avis du ministre, des travaux additionnels de même nature que les travaux décrits dans le marché d'acquisition sont nécessaires, l'entrepreneur effectue les travaux et, au besoin, la durée du marché d'acquisition est prolongée en conséquence, et les parties confirment cette prolongation par écrit.

12.2 Le paiement des travaux décrits au paragraphe 1 est calculé et effectué selon la formule exposée à l'article CG12 et, au besoin, est établi au prorata.

12.3 Si le ministre décide de payer à l'entrepreneur des dépenses relatives aux travaux exposés à l'article CG12.1, les parties confirment par écrit la nature des dépenses et leur montant.

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

(d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

(e) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this 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.

receveur général du Canada et remis aux fins de payer une somme exigible;

d)« exigible » s'entend de la somme due par le Canada et payable à l'entrepreneur aux termes du marché d'acquisition;

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

15.2 Le Canada verse à l'entrepreneur des intérêts simples, au taux d'escompte moyen de la Banque du Canada du mois précédent majoré de 3 % par année, sur toute somme en souffrance à partir du premier jour où la somme est en souffrance jusqu'au jour qui précède la date de paiement. L'entrepreneur n'est pas tenu d'aviser le Canada pour que l'intérêt soit payable.

15.3 Le Canada ne verse pas d'intérêts en vertu du présent article lorsqu'il n'est pas responsable du retard du paiement à l'entrepreneur.

15.4 Le Canada ne verse pas d'intérêts sur les paiements anticipés qui sont en souffrance.

CG16. Registres à conserver par l'entrepreneur

16.1 L'entrepreneur tient des comptes et des registres appropriés du coût de l'exécution des travaux et de toutes les dépenses qu'il effectue ou de tous les engagements qu'il prend relativement aux travaux, y compris les factures, les reçus et les pièces justificatives qui s'y rattachent. L'entrepreneur conserve ces registres, y compris les connaissements et les autres preuves de transport ou de livraison, pour toutes les livraisons faites en vertu du marché d'acquisition.

16.2 Si le marché d'acquisition prévoit des paiements pour le temps consacré par l'entrepreneur, ses employés, ses représentants, ses mandataires ou ses sous-traitants à l'exécution des travaux, l'entrepreneur tient un registre du temps réel consacré chaque jour par chaque personne à l'exécution de toute partie des travaux.

16.3 À moins que le Canada n'ait consenti par écrit à leur disposition, l'entrepreneur conserve tous les renseignements décrits dans cette section pendant six (6) ans après réception du paiement final effectué en vertu du marché d'acquisition, ou jusqu'au règlement des litiges ou réclamations en cours, selon la plus tardive des deux dates. Pendant ce temps, l'entrepreneur met ces renseignements à la disposition des représentants du Canada pour vérification, inspection et examen, et les représentants du Canada peuvent en faire des copies et en prendre des extraits. L'entrepreneur met à leur disposition les installations nécessaires pour toute vérification et inspection et fournit tous les renseignements que les représentants du Canada lui demandent à l'occasion pour effectuer une vérification complète du marché d'acquisition.

16.4 Le montant réclamé en vertu du marché d'acquisition, calculé conformément au marché d'acquisition, peut faire l'objet d'une vérification du gouvernement avant et après le versement du montant. Si une vérification a lieu après le paiement, l'entrepreneur convient de rembourser immédiatement tout paiement en trop sur demande du Canada. Le Canada peut retenir ou déduire tout crédit dû en vertu du 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 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

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

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

GC18. Right of Set off

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

GC19. Assignment

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

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

GC20. Subcontracting

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

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

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

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from

17.2 Les factures doivent indiquer :

- a) la date, le nom et l'adresse du ministère client, les numéros d'articles ou de référence, les biens livrables ou la description des travaux, le numéro du marché d'acquisition, le numéro de référence du client, le numéro d'entreprise approvisionnement et le ou les codes financiers;
- b) des renseignements sur les dépenses (comme le nom des articles et leur quantité, l'unité de distribution, le prix unitaire, les tarifs horaires fermes, le niveau d'effort et les sous-contrats, selon le cas) conformément avec la base de paiement, excluant les taxes applicables;
- c) la déduction correspondant à la retenue de garantie, s'il y a lieu;
- d) la composition des totaux, s'il y a lieu;
- e) s'il y a lieu, le mode d'expédition, avec la date, les numéros de cas et de pièce ou de référence, les frais d'expédition et tous les autres frais supplémentaires.

17.3 Les taxes applicables doivent être indiquées séparément dans toutes les factures, ainsi que les numéros d'inscription correspondant émis par les autorités fiscales. Tous les articles détaxés, exonérés ou auxquels les taxes applicables ne s'appliquent pas doivent être identifiés comme tels sur toutes les factures.

17.4 L'entrepreneur atteste que la facture correspond aux travaux qui ont été livrés et qu'elle est conforme au marché d'acquisition.

CG18. Droit de compensation

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

CG19. Cession

19.1 L'entrepreneur ne cède ni la totalité ni une partie du marché d'acquisition sans le consentement écrit préalable du Canada. Toute cession effectuée sans ce consentement est nulle et sans effet.

19.2 La cession du marché d'acquisition ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada.

CG20. Sous-traitance

20.1 L'entrepreneur doit obtenir le consentement écrit du ministre avant d'adjuger un marché d'acquisition de sous-traitance.

20.2 La sous-traitance ne libère l'entrepreneur d'aucune des obligations qui lui incombent aux termes du marché d'acquisition et elle n'impose aucune responsabilité au Canada envers un sous-traitant.

20.3 Dans tout marché d'acquisition de sous-traitance, l'entrepreneur soumet le sous-traitant aux conditions auxquelles il est lui-même soumis en vertu du marché d'acquisition.

CG21. Indemnisation

21.1 L'entrepreneur indemnise le Canada des réclamations, pertes, dommages, coûts, dépenses, actions et autres poursuites, faits, soutenus, présentés, intentés, ou qu'on menace de présenter ou d'intenter, de n'importe quelle manière, et consécutifs à une blessure ou au décès d'une personne ou à des dommages ou à la perte de biens découlant d'une action, d'une omission

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.

GC26. Taxes

26.1 Municipal Taxes
Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

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

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

26.6 Tax Withholding of 15 Percent

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.

CG26. Taxes

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

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

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

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

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

26.6 Retenue d'impôt de 15 p. 100

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

GC27. International Sanctions

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

Details on existing sanctions can be found at:
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

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

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

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has

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

CG27. Sanctions internationales

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

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

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

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

CG28. T1204 Paiements contractuels de services du Gouvernement

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

CG29. Successeurs et ayants droit

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

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

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

CG31. Pots-de-vin

L'entrepreneur déclare qu'aucun pot-de-vin, cadeau, bénéfice ou autre

been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

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

GC35. Survival

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

GC36. Severability

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

GC37. Contingency Fees

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

GC38. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

GC39. Public Disclosure

avantage n'a été ni ne sera payé, donné, promis ou offert, directement ou indirectement, à un représentant ou à un employé du Canada ni à un membre de sa famille, en vue d'exercer une influence sur l'attribution ou la gestion du marché d'acquisition.

CG32. Erreurs

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

CG33. Exécution

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

CG34. Genre

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

CG35. Prorogation

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

CG36. Dissociabilité

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

CG37. Honoraires conditionnels

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

CG38. Dispositions relatives à l'intégrité

La Politique d'inadmissibilité et de suspension (la « Politique ») et toutes les directives connexes (2016-04-04) sont incorporées au contrat et en font partie intégrante. L'entrepreneur doit respecter les dispositions de la Politique et des directives, lesquelles se trouvent sur le site Web de Travaux publics et Services gouvernementaux Canada à l'adresse [Politique d'inadmissibilité et de suspension](#).

CG39. Communication Publique

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

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

GC41. Accuracy

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

GC42. Dispute Resolution Services

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

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

GC44. Entire Agreement

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

39.1 L'entrepreneur consent à la communication des principaux éléments d'information concernant le marché d'acquisition si la valeur de celui-ci excède 10 000 \$, à l'exception des renseignements visés à l'un des alinéas 20 (1) a) à d) de la *Loi sur l'accès à l'information*.

39.2 L'entrepreneur consent, dans le cas d'un contrat conclu avec un ancien fonctionnaire qui reçoit une pension aux termes de la *Loi sur la pension de la fonction publique* (LPFP), à ce que la qualité d'entrepreneur, pour ce qui est d'être un ancien fonctionnaire qui reçoit une pension, sera déclarée sur les sites Web ministériels dans le cadre des rapports de divulgation proactive décrits à l'article 39.1.

CG40. Avis

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

CG41. Exactitude

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

CG42. Services de règlements des différends

Les parties reconnaissent que l'ombudsman de l'approvisionnement nommé en vertu du paragraphe 22.1 (1) de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux* proposera, sur demande d'une partie, un processus extrajudiciaire de règlement des différends en vue de régler tout différend entre les parties au sujet de l'interprétation ou de l'application d'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 par téléphone au 1-866-734-5169 ou par courriel à boa.opo@boa.opo.gc.ca

CG43. Administration du contrat

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

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.

APPENDIX “B” **STATEMENT OF WORK**

TITLE:

Whole farm revenue and margin insurance as an alternative approach.

BACKGROUND:

The federal-provincial-territorial (FPT) suite of Business Risk Management (BRM) programs provide Canadian farmers with protection against severe income declines. These programs are governed through five year policy frameworks, with the next slated for implementation in 2023. In advance of this, FPT governments have tasked officials with developing options to make the suite more effective, agile, timely, and equitable for producers.

Under this procurement, the Department of Agriculture and Agri-Food Canada (AAFC) is seeking the services of a multi-disciplinary firm experienced in agriculture, insurance, accounting and actuarial services, in order to explore the concept of a new approach in agricultural insurance programming. The intent at this time is to have a consultant undertake a complete analysis of how whole farm revenue insurance and margin insurance could work for the Grains and Oilseeds and livestock sectors in Canada.

This study could potentially drive the policy development under AAFC's suite of risk management tools including Business Risk Management programs.

OBJECTIVE:

The objectives of this project is first to study the revenue and margin insurance programming offered to the agricultural sector in other countries. For the Grains & Oilseeds and Livestock sectors, the project will then focus on, data availability in Canada, refinement of a revenue and margin insurance concept and finally on risk assessment, premium and administration cost.

The project is separated in two distinct phases: Phase 1 is the risk assessment of a revenue and margin insurance product, which is derived from a concept and refined based on similar programs available elsewhere and data availability in Canada. Phase 2 is the cost assessment of the product and is triggered if Phase 1 results are satisfactory.

Phase 1a) Details of available revenue and margin insurance programming in a number of countries

Phase 1b) Assessment of data availability in Canada to administer revenue and margin insurance

Phase 1c) Refinement of a proposed concept into a revenue and margin insurance product

Phase 1d) Risk assessment of the revenue and margin insurance product

Depending of the results of the first phase, this procurement includes an option to undertake an actuarial assessment and estimate the costs of this whole farm revenue and margin insurance program.

Phase 2 (optional): Cost assessment of the product (administration, premium and liability)

Definitions

Revenue insurance means insurance program that covers the expected revenue (multiplication of the expected production by the expected price for a given commodity) from a revenue decline triggered by either a production shortfall or a price decline.

Margin insurance means insurance program that covers the expected margin (expected revenue minus expected input cost) from a margin decline triggered by either a production shortfall, a price decline or an increase of input cost.

For the purpose of this project, the word program, in the context of Phase 1a) and Phase 1b), means any tools, insurance plans or programs. The terminology might differ whether it is in a public or a private setting.

SCOPE OF WORK:

PROJECT SPECIFICATIONS – PHASE 1

PHASE 1: Available programming study, data availability, refinement to the proposed concept and risk assessment

Under Phase 1, AAFC requires the services of a consulting firm to develop three preliminary result reports for steps 1a) to 1c) and one final report (including a presentation) for the entire Phase 1

PHASE 1A) AVAILABLE PROGRAMMING STUDY

This preliminary report will explore programming (public and private) covering revenue and margin insurance as defined above for the agricultural sector in specified countries and in Canada. The objective of this report is to explore what other countries are doing and whether it can be offered in Canada.

Identification of all revenue and margin insurance programs specific to agriculture, currently offered, soon to be offered or discontinued in the last 10 years, in the public and private sectors for the countries listed below and in the private sector in Canada. The consultant will select the six (6) most relevant countries (including Canada) for this study in order to complete this section. The consultant will share and seek approval from AAFC for the list of countries identified from that list.

United States
Canada (private tools only)
China
India
Spain
Japan
Brazil
France
Italy
Turkey

Switzerland

NOTE: Canadian public programing information will be provided by AAFC and the Consultant will integrate that information in the report for comparative purposes.

NOTE: The following elements must be detailed for each program identified. Please note that elements marked with * might be difficult to acquire. AAFC Project authority will not penalize the consultant should the information is not provided in the report. Evidence of research will be expected.

Description

- a) Name of the program.
- b) Name of the country where the program is offered.
- c) Description of the insurance program – Overview of the program identified.
- d) Does the program provide commodity specific or whole farm coverage?
- e) *History of the program uptake.
- f) *How is the program perceived by producers?
- g) *Are there indications of predictability, timeliness and affordability of the program.

Administration

- a) How is the program administered (private/public administrators).
- b) *What are the administration costs relative to different metrics (liability insured, total premiums, number of policies sold, etc.)?
- c) *What were the set up costs for an administration (system, processes etc.)
- d) *Who is bearing the liability and how is the liability managed (e.g. managed internally, private reinsurance, public reinsurance)?.

Design

- a) How is coverage established – What is used by the program authority to establish the coverage and indemnity payments?
For example:
 - Benchmark;
 - Producers self-declaration;
 - Farm enterprise's financial statements (current and historical);
 - Forecast;
 - Individual or area based;
 - Invoicing (purchase of input costs/sale of commodities);
 - Whether the revenue coverage is set by its own or is derived by an expected production coverage and an expected price coverage, etc.
- b) Where unit price is part of the coverage, what methods are used to establish the unit price (historical based, forward looking or combination of both).
- c) At what geographical level is the unit price established (area, region, country)?
- d) If considered, identify and enumerate the input costs covered by margin insurance product.
- e) Perils covered and perils excluded
- f) Trigger – what proof/situation is required to trigger a payment
- g) Coverage level (deductible) offered – i.e. 60%, 70%, 80% etc.
- h) Coinsurance – Does the program requires coinsurance?
- i) Level of subsidy (if applicable)
- j) *How are losses assessed? Required proof, self declaration, others.

Data

- a) Identify an exhaustive list of data that is used for this program

- Where the data is coming from (who provides it - industry, individual producers...), and what data is provided to whom.
 - *Confirm whether the prices and input costs are willingly reported/shared by individual producers or the industry?
 - Are there any indications of issues with access to data? Is the data publicly available or data sharing agreement are used?
- b) Is the program using a benchmark or individual data to set coverage and indemnities?

Comments and additional information

- a) Concerns or problems identified by the program administration.
- b) Lessons learned either from discontinued or active program.
- c) Should the study of not selected countries revealed revenue or margin insurance was studied but later dismissed, information must be shared.
- d) In reviewed country, list with a brief description, product similar to other public program in Canada (Business Risk Management Program i.e. AgriStability and AgriInvest).
- e) Any additional pertinent information

DELIVERABLE 1: *Preliminary report with all details pertaining to Phase 1a).*

PHASE 1B) DATA AVAILABILITY IN CANADA

For Grains and Oilseeds sector and cattle in Canada, the consultant will provide a detailed analysis of data requirements and availability, including data fields and data sources in order to undertake a premium pricing analysis of this concept (to be undertaken in Phase 2).

The data requirement and availability is required before assessing the program feasibility and estimate costing through actuarial analysis (in Phase 2).

The consultant will be expected to establish a list of all data fields needed to offer:

- (1) whole farm revenue insurance coverage, and
- (2) whole farm margin insurance coverage.

NOTE: The work completed in A.1 will be used to set these lists.

This section will then analyze the availability of the data and its sources. The consultant will likely have to outreach to various stakeholders in order to assess the existence of data in Canada and preliminary validate their willingness to share data with potential program administrators to establish revenue and margin insurance coverage and assess potential premiums and indemnities.

In summary, based on data used by the identified countries for establishing revenue and margin insurance, Phase 1a) , Phase 1B consist of;

- a. Establish the list of data fields needed;
- b. Identify the existence of data;
- c. Identify how many years of data is required and available;
- d. Identify the publicly available data fields;
- e. Identify the data available by partnership with other stakeholders;
- f. Identify the non publicly available but required to develop the concept;
- g. Identify the stakeholders to consult for non publicly available data;
- h. Determine the costs of accessing the data, if any.

DELIVERABLE 2: Preliminary report with all expected details of **Phase 1b**).

PHASE 1C) REFINEMENT OF THE CONCEPT OF WHOLE FARM REVENUE AND MARGIN INSURANCE FOR GRAINS & OILSEEDS AND CATTLE IN CANADA

This section provides details on the second report. The consulting firm will provide recommendations on the proposed whole farm revenue and margin insurance program to enhance its feasibility in Canada. Using the insurance model developed by AAFC, the consultant will be expected to conduct a detailed study including a comparison with what is done elsewhere (using results from Phase 1a and 1b)) to determine the merits of the concept, identify the basis risk (and other risks) and formulate recommendations of improvements to the model.

In order to confirm expectations, the consultant will be expected to meet with AAFC prior to starting the work for this second report. The virtual meeting will be set in the first week of Phase 1c). Below is a brief description of the proposed model and illustrative and numerical examples are provided in ANNEX 1 & 2.

Description of the proposed model:

The proposed model is a program that insures the entire¹ farm enterprise for a revenue decline (revenue insurance) and for margin decline (margin insurance).

The proposed model is based on expected revenue and margin per production unit (e.g. acre, cwt, etc.) to facilitate the establishment of the whole farm coverage, specially for mixed production. The farm revenue or margin coverage guaranteed would be proportionate to the level of revenue depending on the coverage level (deductible) selected.

All agricultural commodities forming the farm enterprises that represent a set percentage of the total farm revenue (e.g. 10% minimum) could be accounted for under this whole farm concept. With this example, any agricultural commodity not accounting for 10% or more could be “excluded” from the coverage setting for administration simplicity.

Specific variables considered for revenue insurance:

¹ “entire” might not necessarily include 100% of commodities depending on the relevance of the commodity grown to the enterprise revenue.

Coverage:

Expected individual production per production unit
Expected benchmark market dollar value per production unit

Indemnity payment:

Actual individual production per production unit
Actual benchmark market dollar value per production unit

Consequently, to establish coverage under this insurance product, the individual expected production per production unit along with benchmark expected market dollar value per production unit would be used. In order to determine whether a producer would be eligible for an indemnity payment (based on the chosen coverage level or deductible), the actual individual production and actual benchmark market dollar value per production unit would then be used.

Additional specific variables considered for margin insurance:**Coverage:**

Expected benchmark input costs per production unit

Indemnity payment:

Actual benchmark input costs per production unit

The expected revenue per production unit under revenue insurance would be used to set margin coverage when deducted from the expected benchmark input costs. To establish a potential indemnity payment (based on the chosen deductible), the actual input costs per production unit would be used.

Producers would receive their payments (should the program triggers) when the policy expires at the end of the production cycle or at the end of the year depending on the sector, regardless of whether producers decide to sell their commodities.

Under this margin insurance component, the area (or region) where the producer is located will be used to determine the expected input costs (Benchmark) as well as the actual input costs (Benchmark). The area would be determined by the administration based on specific requirements: for example, area set by : risk area (application de fungicide), use of specific indices to determine rise in input costs (regional or provincial). The individualized component in the margin insurance will come from the production (that will not be approximated or based on benchmark). The expected input cost in the formula will be regional or provincial (based on specific input costs volatility).

In ANNEX 1 & 2 you will find a Numerical Example and an Illustrative Placemat that will provide additional details on the concept and might help to understand the intricacy of what is proposed.

Refinement of the concept

The objective of this section is to obtain the consultant's opinion on the concept as presented. The consultant is expected to recommend improvements to refine the proposed design based on their experience and findings of Phase 1a) and Phase 1b) and address, at a minimum, the following elements and questions.

Comparison and potential issues

- a) Based on experience and comparison with other countries (in Phase 1A), the consultant is expected to provide an opinion on the proposed concept.
- b) What are the differences, and similarities between the AAFC concept and the others?
- c) Identify and evaluate any potential issues with the proposed concept.

Benefits coordination

- d) Recommendation of how the refined concept could be coordinated with WLPPI and AgrilInsurance to avoid duplication of benefits.

Input costs analysis

- e) Identify the specific inputs per sector based on comparison and experience.
- f) Determine whether the input costs can be benchmarked.
- g) Determine whether the usage of the input costs can be benchmarked.
- h) Recommend a list of inputs per sector:
 - a. Are the "benchmarkable" input costs of sufficient magnitude (importance) to represent a significant portion of total farm expenses?
 - b. What proportion of all input costs can be benchmarked?

- i) Would “benchmarkable” input costs be volatile enough to trigger under such a program?
 - c. Should margin volatility be too minimal to trigger, should only revenue insurance be designed, given that the coverage level covers, at a minimum, the input costs?

Data availability

- j) Comment on the data availability and the measures to implement in order to access data (or to proxy).

Opinion on revenue insurance

- k) With all the information gathered and study undertaken, does revenue insurance seem feasible?

Opinion on margin insurance

- l) With all the information gathered and study undertaken, does margin insurance seem feasible?

Additional recommendation on specific situation

- m) How would the refined concept work for a mixed operation (grains and cattle producers).
- n) Suggestions for the treatment of quality loss in this whole farm revenue and margin insurance concept.

Refinements proposed

- o) The consultant is expected to propose specific refinements to the presented concept of whole farm revenue and margin insurance.
- p) The consultant is expected to suggest when (month) the policy should be sold and potential indemnity be processed.

DELIVERABLE 3: *Preliminary report with all expected details of Phase 1c).*

PHASE 1D) RISK ASSESSMENT OF THE REFINED CONCEPT FOR G&O AND CATTLE

Under this section, the consultant will be expected to supply a risk assessment for the concept refined in Phase 1c). When benchmarks are used, one of the underlying insurance risk is basis risk. Analysis of the basis risk presents in the whole farm revenue and margin insurance concept for G&O and cattle will help inform policy direction.

The objective of this section is to better understand the risks facing this concept as well as have an in-depth understanding of the basis risk to determine their potential effects on the future program development.

Risk identification and mitigation

- a) Identify all risks facing this concept (including, but not limited to, basis risks)
- b) Identify their likelihood of the risk happening,
- c) Identify their potential effect on the project, and;
- d) Propose mitigation measures.

Basis risk in-depth analysis

1. For each of the followings, please confirm the existence of farm level basis risk in the concept and describe its anticipated effect on producers' decision to participate:
 - Revenue insurance basis risk when the indemnities are settled: it is the difference between the actual market value (using benchmark market prices) and the actual value the producer received for his commodity.
 - Margin insurance basis risk in addition to the revenue basis risk:
 - Margin insurance basis risk when the indemnities are settled: it is the difference between the actual input cost (using benchmark actual input cost) and the actual input cost the producer spent for his commodity.
2. Basis risk per commodity should then be rolled up at the farm level to see whether over estimating a commodity price is cancelled out by underestimating the price of another commodity, and vice versa, assuming typical commodity mix.
3. Consultant will present the basis risk results for the last 5 years (with an annual result per regions) in Alberta and Ontario.
4. Present different basis risk measurements
 - Variability indices, standard deviation, percentiles of the farm level revenue basis risk.
 - Assessed twice (when coverage is set and when indemnities are settled)
 - Variability indices, standard deviation, percentiles of the farm level margin basis risk.
 - Assessed twice (when coverage is set and when indemnities are settled)
5. Comment on the adverse selection the basis risk could create.

Expected prices established for AgrilInsurance could be used for the G&O sector and forward prices established for WLPPI could be used for the cattle sector.

DELIVERABLE 4: Final report with all details pertaining to Phase 1.

Note: In addition to the final report, the consultant will provide a presentation and present the results of Phase 1 to the AAFC project Management team.

PHASE 2: ACTUARIAL ANALYSIS

After receiving and analyzing the findings and results of the two reports from Phase 1, AAFC Management will decide if this phase 2 (**option**) will be exercised. The consultant will then be expected to estimate the cost of premiums and administration costs as well as quantify the increased provincial liability with revenue and margin insurance approaches compared to the current programming.

At the end of this phase, AAFC hopes to have gathered sufficient information should it decide to approach stakeholders, in the future, with a proposed program design.

NOTE: In order to price the right “refined concept”, the consultant will be expected to meet virtually with AAFC prior to starting the work for this Phase.

The program design as presented in the previous phase could be modified based on the refinement and other findings of the two previous reports delivered by the consultant. However, the main conceptual elements will remain (i.e. whole farm, revenue and margin insurance based on benchmark as well as individual producers production component).

The “refined concept” design is the one taken into account in the premium, costs and liability development hereafter.

PHASE 2A) PREMIUM PRICING MODEL

The objective of Phase 2A is for the consultant to develop a premium pricing model to establish premium rate per unit of production along with associated loads to build a sufficient reserve for whole farm revenue and margin insurance for G&O and cattle sectors in Alberta and Ontario. The developed model could be applied, afterwards, to other commodities and provinces.

1. Data based on the sectors in the two provinces: Alberta and Ontario will be required for this actuarial analysis. For the G&O sector, provinces will be providing actual production data. And AAFC will be providing forecast price information, as presented by the forecasting unit at AAFC.
2. Regarding cattle data, price and production data should be made available based on findings from Phase 1.
3. The input costs data to be used in this model are the relevant input costs defined in Phase 1. During the meeting to be set at the beginning of Phase 2, the consultant will have the final list to be included in this model.
4. The premiums are expected to be calculated for different coverage level (30%, 40%, 50%, 60%, 70%, 80%).
5. To deepen the analysis, the consultant is also expected to validate and compare the reaction of the concept (in retrospect) for various historic years of difficult production (specific events) in agriculture to establish how the whole farm revenue and margin insurance would have covered losses in specific historical events (i.e. drought in 2002, drought/flood and excess moisture in 2011, BSE event, transportation issues in 2017 and COVID-19 in 2020) as well as a normal year.

NOTE: The pricing model developed will be a deliverable under this phase. There will be an understanding that it could be reused by AAFC in the future. AAFC maintains property of the model developed and has the option to modify it shall it be needed in the future.

PHASE 2B) ADMINISTRATION COSTS ASSESSMENT

For Phase 2b), the objective is to roughly estimate the administration cost of the refined concept. In order to estimate these costs, the consultant will base their analysis on other similar programs (from Phase 1 results).

Two different costs will be estimated:

- Initial set up costs
- Ongoing costs

The report will also include suggestions to manage the delivery of revenue and margin insurance programs in smaller jurisdictions.

The hypothesis and assumptions used to forecast the estimated administration costs should be detailed in this section.

PHASE 2C): PROGRAM LIABILITY

Under this section, the consultant will be expected to roughly estimate the program liability based on different participation scenario under a whole farm revenue and margin insurance concept for Alberta (cattle) and Ontario (G&O)). Then, propose options to reduce the impact on the provinces' balance sheets.

- Use Statistics Canada value of production data to estimate the insured value.
- Propose various scenarios to estimate participation rate.
- Use coverage levels of 50%, 60%, 70% and 80%.
- Quantify the liability for the two provinces.
 - Value of the commodity multiplied by the coverage level multiplied by the participation rate.
- Include an analysis to compare to the “current” liability of the AgriStability program of the Business Risk Management suite in both provinces with the estimated liability of this section.

DELIVERABLE 5: Pricing model and report on the results of Phase 2.

Note: The consultant will submit a report, prepare a presentation and present the results the AAFC project Management team under Phase 2.

DELIVERABLES AND SCHEDULE:

Under this procurement, there are a total of five deliverables (including the option period) and draft reports which are expected at the dates noted below.

<u>Deliverables</u>	<u>Deliverable content</u>	<u>Schedule</u>
Report of Phase 1a)	Study report of other countries revenue and margin insurance program in support to agriculture.	Draft report no later than March 19 th . Final preliminary report no later than March 31 st , 2021
Report of Phase 1b)	Assessment of available data in Canada to undertake whole farm revenue and margin insurance program	Draft report no later than May 14 th . Final preliminary report no later than May 31 st , 2021.
Report of Phase 1c)	Refinement of the concept with experience from Phase 1a) and Phase 1b).	Draft report no later than July 30 th Final preliminary report no later than July 30 th , 2021.
Report of Phase 1d)	Include all phase 1 preliminary reports to the final report including the risks assessment of the whole farm revenue and margin insurance concept including basis risk	Draft report no later than October 1 st . Final report no later than October 15 th , 2021.
Report of Phase 2 (Option Period)	Costing of the proposed concept including premiums, administration and expected liability. Includes the report and the pricing model	Draft report no later than March 18 th . Final report no later than March 31 st 2022.

Meetings:

One meeting prior to starting Phase 1c) with project authorities to provide verbal details on the proposed concept and answer specific questions the successful contractor may have.

Bi-weekly meetings to update project authority on the project development (as required).

LANGUAGE OF WORK:

All of the deliverables will be delivered in English.

LOCATION OF WORK AND TRAVEL:

The work for this project will be conducted at the Contractor's location. Any travel expense incurred as a result of this project will be the sole responsibility of the Contractor. AAFC will not assume any travel expense resulting from this contract.

INSPECTION AND ACCEPTANCE:

All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Departmental Representative or his/her designate. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative should have the right to reject it or require its correction at the sole expense of the Contractor.

APPENDIX “C”
BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 15.0 of Part 3, Method of Payment and 14.0 of Part 3, Direct Deposit.**

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

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

2.0 Pricing Basis

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

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the work described in Appendix B, Statement of Work, and the Firm all-inclusive price in the Basis of Payment below for Work performed pursuant to the Contract.

(Table below to be completed at time of contract award)

<u>Deliverables</u>	<u>Deliverable content</u>	<u>Schedule</u>	<u>Firm Price Amount</u>
Report of Phase 1a)	Study report of other countries revenue and margin insurance program in support to agriculture.	Draft report no later than March 19 th . Final report no later than March 31 st , 2021	
Report of Phase 1b)	Assessment of available data in Canada to undertake whole farm revenue and margin insurance program	Draft report no later than May 14 th . Final report no later than May 31 st , 2021.	
Report of Phase 1c)	Refinement of the concept with experience from Phase 1a) and Phase 1b).	Draft report no later than July 15 th Final report no later than July 30 th , 2021.	
Report of Phase 1d)	Include all phase 1 preliminary reports to the final report	Draft report no later than October 1 st . Final report no later	

	including the risks assessment of the whole farm revenue and margin insurance concept including basis risk	than October 15 th , 2021.	
Report of Phase 2 (Option Period)	Costing of the proposed concept including premiums, administration and expected liability. Includes the report and the pricing model	Draft report no later than March 18 th . Final report no later than March 31 st 2022.	

Payment shall be made based on the deliverables described in the Statement of Work and the acceptance and satisfaction of the deliverables by the Project Authority.

This is an all-inclusive fixed price contract not to exceed \$106,194.00 CAD (plus applicable taxes) for the initial contract and \$115,044.00 CAD (plus applicable taxes) for the option period, inclusive of all project related costs, related travel, etc. Invoices will be based on the deliverables and be submitted to the Project Authority / Departmental Representative for approval. Progress payments, shall be in accordance with Article 14, Method of Payment.

All prices and amounts of money in the Contract are exclusive of harmonized SalesTax (HST), as applicable, unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.

Travel and Living Expenses - no travel will be reimbursed under this contract.

APPENDIX “D”
EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

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

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

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

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

Technical Proposal = 80%
 Financial Proposal = 20%
 Overall Proposal = 100%

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (80)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (20)}}{\text{Bidder's Price}} = \text{Overall Score}$$

(Example of formula)

Highest Combined Rating Technical Merit (60%) and Price (40%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 80}{100} = 70.4$	$\frac{*50 \times 20}{60} = 16.67$	= 87.07
Proposal 2	$86 \times 80 = 68.8$	$*50 \times 20 = 18.18$	= 86.98

- Tech = 86/100 - Price = \$55,000	100	55	
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 80}{100} = 60.8$	$\frac{*50 \times 20}{50} = 20$	= 80.8
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 87.07			

1.5 **To be considered Responsive, a Proposal Must:**

1. Meet the mandatory requirements specified in section 2.0 below;
2. Achieve the minimum number of points (60%) identified **in the overall** rated criteria.

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

1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proposers are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

The Proposer must address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Proposer for clarifications.

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

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

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

1.11 Specific Bidder Instructions:

1. Cutting and pasting wording from the RFP into the project description template does not constitute demonstrating the requirement. This must be demonstrated by specific examples of work performed by the Bidder.
2. AAFC reserves the right to verify any information provided by the Bidder in response to the mandatory and point-rated requirements. This will be done by contacting the reference contact, using the contact information provided by the Bidder, and providing the reference with a copy of the information submitted by the Bidder (applicable to that specific client only) for independent verification. If verification is required for a project for which AAFC does not have the contact information, the Bidder will be requested to provide this information.

2.0 MANDATORY REQUIREMENTS

Failure to comply with the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The proposer must include the necessary documentation to demonstrate the compliance.

Criteria	Mandatory Evaluation Criteria	Page No.	Pass/Fail
	Team Composition and Experience		
M.1	The proposal must identify all project team members and provide curriculum vitae (CV) highlighting education and work-related experience in the last five years.		

3.0 POINT RATED REQUIREMENTS

Only those proposals which first meet the Mandatory Requirements will be considered in the second stage of the evaluation, the Point Rated Technical Evaluation.

To be considered compliant, bidders must obtain a minimum passing mark of 60% overall for the point rated criteria of the Technical Evaluation. Proposals scoring less than 60% overall for the point rated criteria of the Technical Evaluation will not be given further consideration.

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not

addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

Criteria	RATED REQUIREMENTS	Page No.	Max Points
R.1	Relevant Work Experience		
	<p>The proposal will be evaluated based on two examples of previous work completed within the past five years. These examples should demonstrate that the bidder/project team has the capability, qualifications and experience in the following areas:</p> <ul style="list-style-type: none"> a) Collecting and synthesizing technical data related to agriculture public sector programming or agriculture private insurance like products. (maximum of 5 points) <ul style="list-style-type: none"> i. Information provided in a) includes information coming from different countries. (2 points) b) Reviewing the design and critiquing insurance programs related to the agricultural sector. (maximum of 5 points) c) Completing an in-depth risk assessment of an agricultural program or an agricultural policy. (maximum of 5 points) <ul style="list-style-type: none"> ii. Information provided in c) includes basis risk experience. (2 points) d) Performing an actuarial premium assessment of an agricultural insurance program (either this can be demonstrated with experience “in-house” or from an alliance with an actuarial firm). (maximum of 5 points) <p><u>Descriptions in support of the experience above must identify the project name, timeline, the type of client (industry, government, not-for-profit, etc.), project lead and relevant team members, reporting relationships and tasks completed.</u></p> <p><u>RATING SCALE:</u></p> <ul style="list-style-type: none"> 5 - Excellent – <u>Strongly</u> demonstrated experience in both examples 4 - Very Good – <u>Clearly</u> demonstrated experience in both examples 3 - Good – <u>Fair</u> demonstrated experience in both examples 2 - Moderate – Demonstrated <u>some</u> experience in only one of the examples 1 - Weak – <u>Weakly</u> demonstrated experience in only one of the examples 		24

Criteria	RATED REQUIREMENTS	Page No.	Max Points
	0 - Poor – No experience demonstrated		
	Total Points - Relevant Work Experience Minimum Points Required 14/24 (60%)		
R.2	Familiarity with the Sector		
	<p>The proposal should demonstrate that the bidder/project team has specific knowledge of the following topics and highlight the bidder’s understanding of their relevance to the project:</p> <p>a) Programs, tools and policies from different countries in support of the agricultural sector, more specifically, production of agricultural commodity, farm revenue and margin establishment. (maximum of 5 points)</p> <p>b) Program and policy in the context of the cattle and the grains & oilseeds agricultural sectors. (maximum of 5 points)</p> <p><u>RATING SCALE:</u> 5 - Excellent – Meets requirement with <u>numerous</u> strengths in key areas 4 - Very Good – Meets requirement with <u>some</u> strengths in key areas 3 - Good – Meets <u>most</u> of the requirement with <u>some</u> strengths in key areas 2 - Moderate – Meets <u>some</u> of the requirement with <u>some</u> clear strengths 1 - Weak – Meets <u>little</u> of the requirement with <u>some</u> clear strengths 0 - Poor – Meets little to none of the requirement with few or no clear strengths</p>		10
	Total Points - Familiarity with the Sector Minimum Points Required 6/10 (60%)		
R.3	Proposed Methodology and Detailed Work Plan		
	a. The proposal should provide a work plan that describes,		45

Criteria	RATED REQUIREMENTS	Page No.	Max Points
	<p>possibly in the form of a work breakdown structure, how the project would be undertaken as well as strategies to perform the project (including the specific steps, who will be responsible for completing each specific step, and timeframes proposed to achieve each section of the project objectives) (maximum of 30 points)</p> <ul style="list-style-type: none"> i. Programming review of a number of listed countries. (maximum 5 points) ii. Data availability in Canada for the information required to develop an insurance product.(maximum 5 points) iii. Refinement of the proposed concept. (maximum 5 points) iv. Assessment of the basis risk of the refined concept. (maximum of 10 points*) v. Cost estimate for premiums, administration costs and liability. (maximum 5 points) <p>b. The proposal must demonstrate how the bidder/project team plans to identify and access data required to complete each phase of the project (maximum of 10 points*)</p> <p>c. The methodology should also identify any potential challenges and/or constraints in carrying out the Statement of Work activities, and propose recommended solutions (maximum of 5 points)</p> <p><u>**Conducting online surveys or public opinion research (in-person or online) is not allowed under this contract; discussion with subject-matter experts is allowed. Direct contacts with administrators in other jurisdictions is expected.</u></p> <p><u>RATING SCALE (for maximum of 5 points requirements):</u> 5 - Excellent – Meets requirement with <u>numerous</u> strengths in key areas 4 - Very Good – Meets requirement with <u>some</u> strengths in key areas 3 - Good – Meets <u>most</u> of the requirement with <u>some</u> strengths in key areas</p>		

Criteria	RATED REQUIREMENTS	Page No.	Max Points
	<p>2 - Moderate – Meets <u>some</u> of the requirement with <u>some</u> clear strengths 1 - Weak – Meets <u>little</u> of the requirement with <u>some</u> clear strengths 0 - Poor – Meets little to none of the requirement with few or no clear strengths</p> <p><u>*RATING SCALE (for maximum of 10 points requirements):</u> 10 – Excellent – Element is well demonstrated and described with a high level of detail. 7 – Very Good – Element is well demonstrated and described in detail. 5 – Good – Element is demonstrated and described, but is missing some details. 3 – Moderate – Element is partially demonstrated and described. Details are not fully provided. 1 – Weak – Element is poorly demonstrated and described. Not many relevant details are provided, or are lacking. 0 – Poor – Element is not or very weakly demonstrated and described. No pertinent details provided.</p>		
	<p>Total Points - Proposed Methodology and Detailed Work Plan Minimum Points Required 27/45 (60%)</p>		
R.4	Document Quality		
	<p>Document quality will be assessed according to the following criteria as it is considered to be an indication of the quality of the final report:</p> <p>a) Editorial quality (e.g. spelling, grammar) (maximum of 2 points) b) Organization (maximum of 2 points) c) Clarity and conciseness (e.g. proposal should be maximum of 50 pages, plus appendices) (maximum of 2 points)</p> <p><u>RATING SCALE:</u> 2 – Fully meets/exceeds requirement</p>		6

Criteria	RATED REQUIREMENTS	Page No.	Max Points
	1 – Partially meets requirement 0 – Does not meet requirement		
	Total Points - Document Quality Minimum Points Required 4/6 (60%)		
	TOTAL AVAILABLE POINTS – RATED REQUIREMENTS – 85 Minimum Points Required to Pass – 51 (60%)		

4.0 FINANCIAL PROPOSAL

- 4.1 In the Financial Proposal, the Bidder shall provide a firm, all-inclusive price (for each of the 5 Phases) to provide the services requested in accordance with the Statement of Work **Appendix B**.

Maximum Budget:

<u>Deliverables</u>	<u>Deliverable content</u>	<u>Maximum Amount</u>	<u>Firm All-Inclusive Price</u>
Report of Phase 1a)	Study report of other countries revenue and margin insurance program in support to agriculture.	\$35,398.00	
Report of Phase 1b)	Assessment of available data in Canada to undertake whole farm revenue and margin insurance program	\$17,699.00	
Report of Phase 1c)	Refinement of the concept with experience from Phase 1a) and Phase 1b).	\$17,699.00	
Report of Phase 1d)	Include all phase 1 preliminary reports to the final report	\$35,398.00	

	including the risks assessment of the whole farm revenue and margin insurance concept including basis risk.		
Report of Phase 2 (Option Period)	Costing of the proposed concept including premiums, administration and expected liability. Includes the report and the pricing model	\$115,044.00	

4.2 The Bidder is requested to provide a cost breakdown which should include the following cost elements as applicable:

a) Professional fees

The Bidder is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note the professional fee is to include: overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Bidder is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: i.e. facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead should not be added in the cost.

c) Travel

As outlined in the Statement of Work, the Bidder should note that no travel or related expenses are applicable to this project. They are expected to conduct this work from their chosen workspace/location and using their own resources.

d) Taxes

All taxes should be included, where applicable, and shown separately in the proposal. Note that any applicable taxes will not be included in the evaluation process.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the combined financial and technical score. The compliant Bidder with the highest combined overall score will be considered for contract award. In the case of identical overall scores, the Bidder with the highest technical score will be ranked first.

APPENDIX "E"
CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

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

- i) _____
- ii) _____
- iii) _____

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name

Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date

E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date

G) JOINT VENTURES

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

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

2. A Bidder that is a joint venture represents the following additional information:

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

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

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

3. Definition of joint venture

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

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

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

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date