

For Agriculture and Agri-Food Canada (AAFC)

**For the provision of Financial Expert Services
related to Farm Debt Mediation Services (FDMS)
For **British Columbia****

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

On: **January 25, 2022** at the following email address:

E-mail address: andre.gravelle@agr.gc.ca

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PART 1 - GENERAL INFORMATION

1. Introduction

The *Farm Debt Mediation Act* (FDMA) received Royal Assent on April 25, 1997 and came into force on April 1, 1998. The Farm Debt Mediation Service (FDMS) was established to deliver the FDMA. The service provides a streamlined process of mediation to assist insolvent farmers and their creditors to negotiate settlement arrangements, rather than have those disputes result in costly legal proceedings for all parties. Offerors work with farmers to support them during the mediation process. Offerors will visit the farm to get an understanding of how the operation works, will collect financial information in order to prepare a financial statement, explore options and if required, will help the farmer develop a recovery plan. The Offerors will also be present at the mediation session to provide assistance to the farmer, as may be required. A Mediator is assigned to assist the farmer and creditors explore options for the successful resolution of the case.

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

Only farmers:

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

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

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

Once the administrator confirms eligibility, an Offeror is assigned to perform a detailed review of the farm's financial affairs. The Offeror, referred to as an 'expert' in the Act, will be required to complete a Farm Financial Statement. This will require a review of the farmer's business records, tax returns, etc. as well as account balances from creditors and information on prices from real estate agents, auctions and machinery dealerships.

Following that, the Offeror may help the farmer prepare a recovery plan that outlines what the farmer proposes to do to recover from financial difficulty. The Offeror then assists the farmer to make projections to assess the plan's feasibility. The recovery plan may be prepared by someone requested by the farmer.

The Offeror responsible for the recovery plan will attend the mediation meeting and assist the farmer as required at that meeting.

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

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

2. Summary

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

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

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

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

The total budget for the SOs will be approximately \$499,200.00, based on a maximum of three (3) standing offers being issued.

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

3. Debriefings

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

4. Office of the Procurement Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$26,400 for goods and under \$105,700 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.

5. Interpretation

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

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

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

1. Instructions, Clauses and General Conditions

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

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

2. Submission of Offers

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

3. Late Offers

- 3.1 AAFC will return offers delivered after the stipulated RFSO closing date and time to the Offeror.

4. Electronic Transmission or Facsimile

- 4.1. Due to the nature of this RFP electronic transmission of proposals by electronic mail to the Department of Agriculture and Agri-Food will be accepted.

5. Legal Capacity

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

6. Rights of Canada

- 6.1. Canada reserves the right to:

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

7. Rejection of Offer

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

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

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

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

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

8.0 Communications - Solicitation Period

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

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

8.3 Amendment of RFSO:

12.3.1. To ensure consistency and quality of information provided to Offerors, any amendment to the RFSO will be posted on buyandsell.gc.ca.

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

9.0 Enquiries

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

10. Offer Costs

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

11. Conduct of Evaluation

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

12. Conflict of Interest - Unfair Advantage

12.1 In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:

- a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

12.2 The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.

12.3. Where Canada intends to reject an offer under this section, the SO Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the SO Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

13. Entire Requirement

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

14. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

2. Joint Venture

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

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

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

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

3. Offer Preparation Instructions

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

Section I: Technical Offer, 1 electronic copy

Section II: Certification, 1 electronic copy

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

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

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

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

4. Section I: Technical Offer

4.1 The technical proposal should identify the following information:

- a. Type of legal entity;
- b. the name of the official and if different, contact name of the company;
- c. the address, telephone, fax number, e-mail address of the company; and
- d. the reference number of this RFSO: 01B68-21-0088

4.2 In the Technical Proposal, the Offeror should:

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

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

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

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

6. Multiple Resources Proposed

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Offers will be assessed in accordance with the requirements of the RFSO, including the technical evaluation and certifications.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.
- c. The objective of the technical evaluation is to award a maximum of 80 points for the technical components.
- d. The technical component of the proposal will be deemed compliant if it achieves a score equal to or in excess of the pass mark of 70% overall on the rated criteria, and will be ranked accordingly.

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

2. Method of Selection

For purposes of evaluation, the technical component is awarded a maximum of 80 points. Each proposed resource will be assessed individually against the evaluation grid, included as Annex "C". Where an Offeror has identified more than one resource in their Offer, the average score of all proposed resources will be used in ranking of the Offerors.

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

PART 5 – SECURITY REQUIREMENTS

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

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

1.2 The Offeror understands and agrees that:

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

2. Clauses and General Conditions

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

3. Period of the Standing Offer

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

3.2. Amendment of Standing Offer

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

4. Authorities and Identified Users

4.1. Standing Offer Authority

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

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4.2. Identified Users

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

4.3 Offeror Representative

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

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

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

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

5. Call-up Instrument

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

6. Limitation of Call-ups

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

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

7. Financial Limitation

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

8. Call-up Procedures

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

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

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

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

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

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

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

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

9. Priority of Documents

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

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

10. Certifications

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

11. Applicable Laws

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

12.0 Orientation and Information Sessions

12.1. Mandatory Orientation

The qualified resources must attend an orientation session.

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

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

12.2. Information Sessions

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

13. Professional Association and Code of Ethics

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

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

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

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

14. NON-PERMANENT RESIDENT

14.1 CANADIAN CONTRACTOR

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

15. Replacement of Personnel

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

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

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

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

B. CALL-UP

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

1. Statement of Work

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

2. Period of the Call-up

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

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

3. Call-up Amendment

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

4. Basis of Payment

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

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

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

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

5. Method of Payment

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

6. Invoicing Instructions

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

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

7. Approval of Services

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

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

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

8. Security Requirements

8.1 Personnel Clearance

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

8.2 Security and Protection of Information Related to the Work

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

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

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

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

Note: Under the context of the Work to be provided, the web site address hereunder may serve as a guide to the Contractor: <https://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>

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

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

8.3 Personal, Third Party and Government Information

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

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

9. Conflict of Interest

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

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

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

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

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

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

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

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

ANNEX “A”

STATEMENT OF WORK

FDMS – FINANCIAL EXPERTS

SW1 Introduction and Deliverables

The Financial Expert is required to meet with individual farmers, upon the issuance of a call-up over the period of the SO agreement, and to gather information relevant to the farmer's farm operation and its financial situation (FDMS case).

1.1. Each FDMS case undertaken by the Financial Expert must be comprised of the following or as determined by the Regional Manager:

1.1.1. A review of any information that may be provided by the Regional Manager.

1.1.2. An analysis of the farmer's operation and financial situation including but not limited to production systems, farm and other assets, supplier arrangements and payables, creditor arrangements, and marketing arrangements and payables. This includes a physical onsite inspection of the farm and major assets.

1.1.3. All creditors of a farmer may be contacted as required to determine the current balance owing, the amount of arrears and accrued interest, the security held and payment schedule and any other pertinent information. Any outstanding issues between the farmer and creditor(s) that might be addressed through the mediation must also be identified.

1.1.4. The Financial Expert is required to review credit verification searches where applicable.

1.1.5. Income tax returns for the past two years must be obtained from the farmer as well as any other relevant financial statements. Both supplier and marketing arrangements and options will be examined.

1.1.6. Production records must be reviewed and the physical premises must be inspected. The Financial Expert must assess and determine the current value of any assets, prepare a balance sheet and income statement for the last two years, and identify projected losses or potential gains.

1.1.7. A cash flow projection and income statement for the next two years must also be prepared and any projected cash flow shortfall or potential gain must be identified.

1.1.8. The Financial Expert must prepare a written report, on completion of each individual FDMS case, in the language required by the Regional Manager. The report must include the following:

- a. current balance sheet
- b. historic income and expense statement for two or three consecutive years

The report may also include but is not limited to the following:

- c. projected cash flow for two or three consecutive years
- d. projected income and expense statement for two or three consecutive years
- e. assessment of viability
- f. other appropriate information

1.1.9. The Financial Expert may be required to develop a recovery plan as defined by the Regional Manager.

- 1.1.10. The Financial Expert responsible for the recovery plan may be required to attend the mediation meeting(s), provide a verbal summary of his report, and further assist the mediation as determined by the Regional Manager.

SW2 Financial Report Format

The Financial Expert will be required to provide an electronic version of the report, which summarizes the work done on the Farm Financial Assessment. The electronic version must be uploaded to the Farm Debt Mediation Service Regional Office.

SW3 Required Equipment and Software

At all times, the Financial Expert will be required to have computer hardware and software and a facsimile machine in good working order to adequately meet the requirements of this work. The minimum requirement for computer hardware and software is a Windows 7 operating system, modem connection, internet connection and a financial software capability based on Microsoft Excel 2002 spreadsheet software or capability to run another software platform. This requirement may change throughout the life of the SO and the Financial Expert will be required to acquire new hardware and software to meet the requirements resulting from the change(s).

SW4 Performing Work as a Guardian

Where required by the FDMS, the Financial Expert may perform the work of a guardian as described in section 16 of the *Farm Debt Mediation Act*. In such an event, he will not be required to do the work described in sections SW1 in regards to that particular FDMS case.

SW5 Performing Other Similar Services such as:

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

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

SW6 Bilingual Services

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

SW7 Qualified Resources

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

(list will be provided at standing offer award)

SW8 Region

The services will be rendered in **British Columbia**.

ANNEX “B” BASIS OF PAYMENT

FDMS – FINANCIAL EXPERTS

Payment will be based on a firm all inclusive per diem rate of \$700.00 for each day worked up to a firm all-inclusive price of \$4,200.00 for an FDMS case which includes the preparation of a Farm Financial Assessment and Recovery Plan, participation at the mediation meeting, travel time and travel expenses within a round trip up to 200 km from the selected Financial Expert's place of business.

(a) Lump sum per diem price

- Completion of the mandate as per the Statement of Work in a round trip up to 200 km
- If there must be a second meeting for the same case, the time of the financial expert will be paid on the basis of the hourly rate of \$93.33, to a maximum of \$700.00 per day.

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

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

A unit price is defined as follows and includes the following inputs without limiting its scope:

- For each portion of 90 km beyond the 200 km round trip, one (1) unit rate is acknowledged per hour of travel.
- One unit rate (\$125.00) comprises (without limiting its scope):
 - 1 hour of professional time
 - 90 km of physical distance (MapQuest, Mapblast or equivalent will be used)
 - Usage of personal vehicle
 - Meals and incidentals
 - Gas
 - Operation and maintenance of personal vehicle
 - Insurance
 - Any other cost.

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

Example: A case where the services are to be rendered at 190 KM from the Financial Expert's place of business (380 KM round trip):

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

$$\$4,200.00 + (2 \text{ units} \times \$125.00) = \$4,450.00 \text{ for the case.}$$

Mileage between each 90 km will be prorated.

Example: A case where the services are to be rendered at 210 km from the Financial Expert's place of business (420 round trip):

$$(420 \text{ km} - 200 \text{ km}) \div 90 \text{ km} = 2.44 \text{ units}$$

$$\$4,200.00 + (2.44 \text{ units} \times \$125.00) = \$4,505.00$$

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

- Hourly rates for professional services: when additional hours of work are required on a complex case (a) or (b): \$93.33/hr.

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

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

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

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

(e) Land title reimbursement

If required by the Regional Manager on a call up, the Financial Expert will be reimbursed for research of land title on presentation of an original receipt.

(f) Performing other similar services

These include:

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

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

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

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

(g) Orientation meetings and training

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

(h) Information Sessions

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

ANNEX “C”

PROPOSAL TECHNICAL EVALUATION CRITERIA

POINT RATING

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

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

Each potential financial expert providing work under this RFSO will have to respond to each of the criteria in the overall requirements.

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

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

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

POINT-RATED CRITERIA

Rated Criteria Number	Description	Scoring Grid	Cross Reference to Proposal
1	<p>The Offeror should demonstrate that the proposed financial expert has relevant education / designation. Relevant education includes the following:</p> <ul style="list-style-type: none">• university degree in Accounting or Agriculture or Business Administration• Accounting Designation: CA or CMA or CGA• college Diploma in Accounting or Agriculture or Business Administration• certification of completed training course(s) in Accounting or Agriculture or Business Administration. <p>Proof of education / certification (copy of certificate) should be provided to demonstrate compliance.</p>	<p>A Maximum of 10 Points will be awarded as follows:</p> <ul style="list-style-type: none">• University Degree: 10 points OR• Accounting Designation: 10 points OR• College Diploma: 7 points AND• Completed training course: 1 point for each certification for each completed training course, with a maximum of three (3) certificates	

2	<p>The Offeror should demonstrate that each proposed resource has a minimum of three (3) years of experience in financial/accounting matters pertaining to agriculture or small business such as preparing and analyzing historic and pro-forma financial statements (balance sheets, revenue and expense statements, business ratio analysis, source and use of funds schedules, cash flow statements) on both a cash and accrual basis.</p> <p>The Offeror should include relevant work history with a description of the work.</p>	<p>A maximum of 15 Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 11 points for a minimum of three (3) years of experience <p>AND</p> <ul style="list-style-type: none"> • 1 point for each additional year (maximum of 4 additional years) 	
3	<p>The proposed financial expert should explain how they would conduct third party verification of liabilities and how you would determine the current valuation of assets.</p>	<p>A maximum of 10 Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Up to 5 points for the description of how to conduct third party verification of liabilities AND • Up to 5 points for the description of how to determine the current valuation of assets. 	
4	<p>The proposed financial expert should provide a brief summary of their understanding of the role of the financial expert as outlined in the Farm Debt Mediation Act.</p>	<p>Up to 5 points will be awarded.</p>	
5	<p>The proposed financial expert should provide 2 examples with outcomes that demonstrate experience in preparing and analyzing a financial statement, formulating options and developing solutions for financial recovery as per the statement of work included in the RFSO. The examples should be provided on computer spreadsheet.</p>	<p>Up to 15 points per example will be awarded for a maximum of 30 points.</p>	
6	<p>The proposed financial expert should provide one example that describes experience in assisting individuals or groups in stressful situations including marital,</p>	<p>A maximum of 10 Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Identification of situation 2 points; 	

	family, partnership issues or financial difficulty in your professional capacity. Provide information on impact of the current situation, steps taken to lead to the resolution of the situation and the outcome of your intervention.	<ul style="list-style-type: none"> • Impact on participants 1 point; • steps taken (up to 4 steps) Max 4 points; • outcome 3 points 	
		TOTAL SCORE	80 points
		MINIMUM POINTS REQUIRED TO PASS	56 points (70%)

APPENDIX D

GENERAL CONDITIONS

GC1. INTERPRETATION

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

GC2. Powers of Canada

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

GC3. General Conditions

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

GC4. Conduct of the Work

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

4.3 The Contractor shall:

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

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

GC5. Inspection and Acceptance

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

GC6. Amendments and Waivers

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

GC7. Time of the Essence

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

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the

Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

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

GC9. Termination of Convenience

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

- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

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

GC11. Suspension of Work

- 11.1 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under sections GC10 Termination due to Default of Contractor or GC9 Termination of Convenience.
- 11.2 When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be

entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

- 11.3 When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

GC12. Extension of Contract

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

TERMS OF PAYMENT

GC13. Method of Payment

13.1 Payment in the case of progress payments:

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

13.2 Payment in the case of payment on completion:

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

GC14. Basis of Payment

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

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

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

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average 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.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

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

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

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

GC21. Indemnification

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

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

GC23. Indemnification - Copyright

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

GC24. Indemnification - Inventions, etc.

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

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).
- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

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

- 26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

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

GC27. International Sanctions

- 27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- Details on existing sanctions can be found at:
<http://www.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 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

- 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 agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

GC43. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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.

GC45. Compliance With On-Site Measures, Standing Orders, Policies, And Rules

45.1 The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

GC46. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

ANNEX “E”

IT Security Requirements – Technical Document

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

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

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1. INTRODUCTION

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

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

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

2. MANDATORY PREREQUISITES

2.1. PWGSC Validation for Physical Security

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

2.2. Personnel Security

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

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

2.3. Information Security

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

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

2.4. Security Policy Compliance Monitoring

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

3. MINIMUM IT SECURITY REQUIREMENTS

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

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

3.1. IT Security Policy Compliance and Monitoring

All information technology related operations must adhere to the overall requirements outlined in the GC's Operational Security Standard: Management of Information Technology Security (MITS). All IT Security requirements addressed to the Department are applicable to the Contractor/Supplier.

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

3.2. Prevention

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

3.2.1 Physical Security within the IT Security Environment

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

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

3.2.2 Storage, Disposal and Destruction of IT Media

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

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

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

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

3.2.3 Authorization and Access Control

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

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

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

3.2.4 Cryptography, Network Security and Perimeter Defence

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

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

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

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

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

3.2.5 Mobile Computing and Teleworking

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

3.2.6 Software Integrity and Security Configuration

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

3.2.7 Malicious Code

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

3.3. Detection

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

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

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

3.4. Response and Recovery

3.4.1 Incident Response

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

3.4.2 Incident Reporting

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

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

3.4.3 Recovery

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

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

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

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

4. CONCLUSION

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

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

Annex F1 – Certifications

CERTIFICATIONS TO BE COMPLETED BY THE CONTRACTOR

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

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

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

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

i) _____
ii) _____
iii) _____

2. EDUCATION/EXPERIENCE CERTIFICATION

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

3. AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

4) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

5) FORMER PUBLIC SERVANT – STATUS AND DISCLOSURE

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

Definitions

For the purposes of this clause:

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

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

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

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

5.1 Former Public Servant

Is the Offeror a FPS?

YES () NO ()

If so, the Offeror must provide the following information:

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

5.2 Former Public Servant in Receipt of a Pension

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

YES () NO ()

5.3 Work Force Reduction Program

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

Name

Signature

6) INTEGRITY PROVISION – CERTIFICATION

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

Annex F2

CERTIFICATIONS TO BE COMPLETED BY THE PROPOSED RESOURCE(S)

1. Attestation of ability to provide bilingual services

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

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

2. Attestation of location

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

Name

Signature

Date