

RETURN BIDS TO:

Agriculture and Agri-Food Canada

Address: 1305 Baseline Road, Ottawa ON

Attention: Kyle Harrington

Email: kyle.harrington@agr.gc.ca

Revision to a Request for a Standing Offer

Regional Master Standing Offer (RMSO)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Comments:

CHANGES TO SECURITY REQUIREMENT

Vendor/Firm Name and Address:

Issuing Office

Agriculture and Agri-Food Canada

Title: Financial Consultants for the Farm Debt Mediation Service (FDMS) in the province of Ontario	
Solicitation Number 01B68-22-0202	Amendment Number: 1
Date of solicitation amendment: 2023-02-08	Date of original Solicitation: 2023-01-26
Solicitation Closes: At: 14:00 On: 2023-03-07	Time Zone: EDT
Address Enquiries to: kyle.harrington@agr.gc.ca	
Name: Kyle Harrington Email: kyle.harrington@agr.gc.ca	
Telephone Number:	FAX Number:
Destination of Goods, Services and Construction:	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
Delivery required:	Delivery offered:
Vendor/Firm Name and Address:	
Name and title of person authorized to sign on behalf of vendor/firm (type or print)	
Signature	
Date	

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

DELETE:

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #9

1. The offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The offeror **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex D
 - b. Contract Security Manual (latest edition)

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

INSERT:

7.2 Security Requirements

7.2.1 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.

7.2.2 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 D 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.