

**RETURN BIDS TO:**  
Agriculture and Agri-Food Canada

**Address:**  
**Attention:** Kyle Harrington

**Email:**     kyle.harrington@agr.gc.ca

**REQUEST FOR STANDING OFFER**

Regional Master Standing Offer (RMSO)

**Offer to: Agriculture and Agri-Food Canada**  
Canada, as represented by the Minister of Agriculture and Agri-Food Canada hereby requests a Standing Offer on behalf of the Identified Users herein

**Comments:**

**Vendor/Firm Name and Address:**

**Issuing Office**  
Agriculture and Agri-Food Canada  
  
Corporate Materiel Management Centre

Title: Mediation Services for the Farm Debt Mediation Service (FDMS) in the province of Manitoba	
Solicitation Number 01B68-23-0045	Date of solicitation: 2023-11-01
Solicitation Closes: At: 14:00 On: 2023-12-12	Time Zone: EDST
Address Enquiries to: Name : Kyle Harrington Email : kyle.harrington@agr.gc.ca	
Name: Kyle Harrington Email: kyle.harrington@agr.gc.ca	
Telephone Number:	FAX Number:
Destination of Goods, Services and Construction: MANITOBA	
<b>Instructions:</b> 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	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist

### **1.2 Summary**

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

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

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

Only farmers:

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

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

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

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

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

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

<https://agriculture.canada.ca/en/programs/farm-debt-mediation-service>

1.2.2 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.

1.2.3 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 Manitoba.

The total budget for the SO will be approximately \$510,000.00 based on a maximum of four (4) standing offers.

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

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-12-01\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete “Public Works and Government Services Canada” and Insert “Agriculture and Agri-Food Canada”. Delete “PWGSC” and Insert “AAFC”.

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2006 is amended as follows:

Delete: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

### **2.2 Submission of Offers**

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to AAFC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** 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. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- a. **Copies of Bid:** Canada requests that Offerors provide their offer in separately bound sections as follows:

- i. Section I: Technical Offer
- ii. Section II: Financial Offer
- iii. Section III: Certifications not included in the Technical Offer

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, offerors are encouraged to submit offers electronically. If hard copies are required, offerors should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. 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, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment".

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

### **3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

- 3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

- 3.1.2.2** The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Each offer will be reviewed to determine whether it meets the mandatory requirements of the request for standing offer. Any element of the request for standing offer that is identified specifically with the words "must" or "shall" or "mandatory" is a mandatory requirement. Offers that do not comply with every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex C Technical Evaluation Criteria.

##### 4.1.1.2 Point Rated Technical Criteria

Each offer will be rated by assigning a score to the rated requirements, which are identified in the request for standing offer by the word "rated" or by reference to a score. Offerors who fail to submit complete offers with all the information requested by this request for standing offer will be rated accordingly. The rated requirements are described in Annex C Technical Evaluation Criteria.

- i. A Technical Offer Score (out of 100 points), will be computed for each technically responsive Offeror using the following formula:

Actual Score	x 100 =	<b>Final Score</b>
Maximum Score Attainable		<i>100% of Offerors Calculated Score</i>

**Note:** Scores will be computed to a maximum of three decimal places.

**Technically Responsive Offer:** A technically responsive offer is a offer that

- A. Meets the mandatory requirements and obtains the required minimum points specified in the request for standing offer for the criteria that are subject to point rating.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** *SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

#### **4.2 Basis of Selection**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**4.2.1** *SACC Manual* Clause [M0034T](#) (2007-11-30), Basis of Selection - Minimum Point Rating

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. 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, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

#### 5.2.3.2 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5.2.3.3 Price/Rate Certification**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5.2.3.4 Validity Of Offer**

It is requested that offers submitted in response to this Request for Standing Offer be:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5.2.3.5 Availability And Status Of Personnel**

The Offeror certifies that, should it be authorized to provide services under any contract resulting from this RFSO, 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 Offeror has proposed any person in fulfilment of this requirement who is not an employee of the Offeror, the Offeror 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 Offeror 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 Offeror agrees that failure to comply with such a request may lead to disqualification of the Offeror's proposal from further consideration.

---

Name

---

Signature

---

Date

### **5.2.3.6 FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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

#### **Definitions**

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

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

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

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



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

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

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

**Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5.2.3.7 JOINT VENTURES**

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

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

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

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

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

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

3. Definition of joint venture

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

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

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

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

---

Name

---

Signature

---

Date

### 5.2.3.8 INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges

and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;

- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
  - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
  - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **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.*

- 7.2.3 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.

### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

[2005 \(2022-12-01\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from the date of signature of the Standing Offer award to March 31<sup>st</sup> 2028 inclusive.

#### 7.4.2 Extension 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.

#### 7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kyle Harrington

Title: Senior Contracting Specialist

Organization: Professional Services Contracting Unit, Agriculture and Agri-Food Canada

E-mail address: [kyle.harrington@agr.gc.ca](mailto:kyle.harrington@agr.gc.ca)

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

### 7.5.2 Project Authority

*[To be provided at time of Contract award]*

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

*[To be provided at time of Contract award]*

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [\*Public Service Superannuation Act\*](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [\*Contracting Policy Notice: 2019-01\*](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [\*Financial Administration Act\*](#), R.S.C., 1985, c. F-11.

## 7.8 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 Project Authority 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 Offeror's resource is already engaged to provide Mediation Services on a 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 Project Authority 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 Project Authority 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 Project Authority 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.

## **7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$127,500.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$127,500.00 (*Applicable Taxes included*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

If there is a discrepancy between the wording 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.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Security Requirements Check List;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

## 7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2035 \(2022-12-01\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Term of Contract**

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

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

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

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

**7.5.1.1** 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.

**7.5.1.2** 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.

**7.5.1.3** 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.

## **7.5.2 Limitation of Price**

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

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

## **7.5.3 Electronic Payment of Invoices – Call-up**

The Offeror accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

## **7.6 Invoicing Instructions**

- a. The Offeror must submit invoices in accordance with the information required in the General Conditions.
- b. The Offeror's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Offeror is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Offeror must provide the original of each invoice to the Project Authority. On request, the Offeror must provide a copy of any invoices requested by the Contracting Authority.

## **7.7 Insurance Requirements**

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

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## **7.8 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **FDMS – MEDIATION SERVICES**

##### **1. TITLE**

The Farm Debt Mediation Service (FDMS) offers free financial counselling and mediation services to farmers who are having difficulties meeting their financial obligations. It is a voluntary, private and confidential service that brings farmers and their creditors together with a Mediator in a neutral forum to reach a mutually acceptable solution.

##### **2. OBJECTIVE**

The Mediator is responsible to ensure a fair and unbiased mediation process and to remain neutral throughout all discussions. Confidentiality is extremely important to the quality and effectiveness of the service. Information obtained from the farmer and their creditor(s) is used for the sole purpose of mediation and is shared only among the parties involved in the mediation process.

The Mediator has no decision-making power and is at the meeting only to help the farmer and their creditor(s) reach their own mutually acceptable arrangement. The Mediator will lead a discussion encouraging both the farmer and their creditor(s) to:

- participate
- communicate effectively
- explore and clarify options for arrangement

When the farmer and their creditor(s) agree upon a solution, the Mediator will draw-up an arrangement.

##### **3. BACKGROUND**

The Farm Debt Mediation Act (FDMA) received Royal Assent on April 25, 1997 and came into force on April 1, 1998. The 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.

To apply for assistance under the FDMA, the applicant must be engaged in farming for commercial purposes and, must also be "insolvent", which is defined in article 6 of the FDMA as follows:

Only farmers:

- who are for any reason unable to meet their obligations as they generally become due; or
- 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 either:

- a stay of proceedings against the farmer by all the farmer's creditors, a review of the farmer's financial affairs, and mediation between the farmer and all the farmer's creditors for the purpose of assisting them to reach a mutually acceptable arrangement; or

- a review of the farmer’s financial affairs, and mediation between the farmer and all the farmer’s secured creditors for the purpose of assisting them to reach a mutually acceptable arrangement.

Applicants that meet the eligibility criteria are appointed a Financial Expert and a Mediator by FDMS. The Financial Expert completes a financial review of the farming operation and prepares of a recovery plan in collaboration with the farmer. The Mediator plays a crucial role in facilitating communication and negotiation between farmers and their creditors. The Mediator organizes the mediation meeting, which can either be in-person, virtual or a combination of both, to bring together the farmer and their creditors to negotiate an arrangement. The Mediator will document the agreed-upon terms reached during the mediation process and draft an arrangement to be signed by all parties.

#### 4. ACRONYMS

AAFC      Agriculture and Agri-Food Canada  
 FDMA      Farm Debt Mediation Act  
 FDMS      Farm Debt Mediation Service

#### 5. APPLICABLE DOCUMENTS & REFERENCES

The following resources are qualified to provide services under the Standing Offer.

*(list will be provided at Standing Offer award)*

#### 6. SCOPE OF WORK

After the Financial Expert completes the financial review of the farming operations and prepares a recovery plan, the FDMS Administrator appoints an impartial mediator to convene a meeting with the farmer and their creditors. The Mediator is responsible for selecting the meeting date, format, location, and coordinating with the FDMS Administrator regarding the meeting room setup. During the mediation meeting, the farmer, with the assistance of a Financial Expert, presents the recovery plan to the creditors and seeks their approval for resolving the current financial challenges. If the negotiation concludes with an agreement, the Mediator will draft the arrangement and collect signatures from both the farmer and the relevant creditors. Subsequently, the Mediator must electronically transmit the deliverables to the FDMS Administrator within five business days.

##### 6.1. TASKS

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

Task Reference	Description of the Task
6.1.1	The Mediator shall inform the FDMS Program Manager immediately of any conflict of interest or other circumstance which could be interpreted as a potential conflict of interest or otherwise bring the impartiality of the Mediator into question with respect to the issues between any of the parties to the mediation.
6.1.2	The Mediator shall inform the FDMS administrator of the meeting date, format (in-person or virtual), location, and meeting room setup requirements 15 business days prior to the mediation meeting.
6.1.3	In carrying out the mediation, the Mediator will observe the requirements of subsection 10(2) of the FDMA and shall not provide advice to the farmer or a creditor.
6.1.4	In carrying out the mediation, the Mediator shall endeavour to instill participation by the parties in the negotiation, assist the parties to communicate effectively, help to explore

	and clarify options for mutually agreeable solutions, summarize any agreements in principle and obtain a signed arrangement between the parties where possible.
<b>6.1.5</b>	The Mediator may be required to perform preparatory work as required and defined by the FDMS Program Manager. This could include contacting participants in mediation to describe their roles, clarifying the agreement to mediate, explaining principles of the process.
<b>6.1.6</b>	At the end of the mediation, the Mediator shall provide a report to the FDMS Program Manager. This report will include a summary of all discussions and options presented as well as the detailed arrangement reached during the mediation, in a format determined by the FDMS Program Manager. The Mediator shall inform the FDMS office on the day of the meeting of the result of the meeting and if an arrangement was reached. The Mediator must collect the signatures of the arrangement of all participants within 5 business days of the mediation meeting. Once the mediation case is complete, the Mediator will send all original documents to the FDMS Program Manager and will destroy any or all copies in their possession (Treasury Board Privacy Act (R.S., 1985, c.P-21)).
<b>6.1.7</b>	Any change in the contract requested by the Mediator must be requested to the FDMS Program Manager PRIOR to the ending date of the mandate and MUST be negotiated with the FDMS Program Manager and, if approved, will be adjusted, and an amendment to the contract will be issued by the Contracting Authority.
<b>6.1.8</b>	At all times, the Mediator shall be required to have, in good working order, computer hardware and software, and videoconference software such as Microsoft Teams Business, to adequately meet the requirements of this work.

The Mediator may perform other similar duties 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".

## 7. DELIVERABLES

Number	Description of the Deliverables	Acceptance Criteria
<b>7.1</b>	Agreement to Mediate and Attendance Report	Electronic format
<b>7.2</b>	Mediator Report	Electronic format
<b>7.3</b>	Arrangements between a farmer and creditors	Electronic format
<b>7.4</b>	Invoice	Electronic format

## 8. DATE OF DELIVERY

Deliverable	Delivery date
<b>7.1</b>	Within 5 business days after the mediation meeting
<b>7.2</b>	Within 5 business days after the mediation meeting
<b>7.3</b>	Within 5 business days after the mediation meeting
<b>7.4</b>	Within 5 business days after the mediation meeting

## 9. LANGUAGE OF WORK

For a Mediator who has a Standing Offer providing bilingual service, the Mediator must have resources that can provide the services in the language of the applicant's choice, as directed by AAFC.

## **10. LOCATION OF WORK**

The service will be predominantly rendered in Manitoba and, if mutually agreed upon by the Mediator and FDMS Program Manager, in other provinces and territories as needed.

## **11. TRAVEL**

Travel can be arranged if necessary for mediation meeting(s). Project activities, including travel and meetings must comply with public health guidelines.

## **12. MEETINGS**

The Mediator will be required to attend all orientation meetings and training sessions deemed mandatory by the FDMS Program Manager.

Participation at these sessions will be paid according to the financial limits outlined in Annex "B".

If Mediators choose not to attend meetings and/or training/orientation sessions deemed mandatory, their Standing Offer may be terminated.



## **ANNEX “B” BASIS OF PAYMENT**

### **FDMS – MEDIATORS**

Payment will be based on a firm all inclusive per diem rate of \$900.00 for each day worked up to a firm all-inclusive price of \$1,800.00 for an FDMS case which includes the preparation of the mediation meeting, leading the mediation meeting, drafting the arrangement , preparing a report to the administrator and travel time. Travel and travel expenses above 100KM will be paid the kilometric rate applicable to the province or territory of the mediator`s place of business as posted by National Joint Council (NJC) plus an hourly rate.

**a) Lump sum per diem price**

- Completion of the mandate as per the Statement of Work in a round trip up to 100 km.
- If there must be a second meeting for the same case, professional time will be paid on the basis of the hourly rate of \$120.00.

**b) Lump sum cases for a round trip above 100 km**

When a case will be delivered in a round trip exceeding 100 km, AAFC will pay the kilometric rate applicable to the province or territory of the mediator`s place of business as posted by NJC plus an hourly rate, in addition to the per diem price to cover the travel expenses incurred.

A Mediator has full responsibility of his time management under this travel situation.

Example: A case where the services are to be rendered at 380 KM and 3.25 hours from the mediator's place of business:

$((380\text{KM} \times 2) - 100 \text{ KM}) \times .615$  (Current kilometric rate in Ontario) = \$405.90

Hourly rate (6.5 hours – 1 hour @ \$120) = \$660.00

Total travel paid above per diem = \$1065.90

**c) In complex cases**, the AAFC National 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): \$120.00/hr.

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

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

<https://www.njc-cnm.gc.ca/directive/d10/en>

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

**e) Performing other similar services**

These include:

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

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

- \$1,800.00 per call-up, all expenses included.

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

**f) Orientation meetings and training**

The Mediator will be required to attend all orientation meetings and training sessions deemed MANDATORY by the National Manager, and will be paid at the hourly rate defined in section a) and at the defined rate in section b) for round trips above 100 km.

## **ANNEX “C”**

### **TECHNICAL EVALUATION CRITERIA**

#### **PROPOSAL TECHNICAL EVALUATION CRITERIA**

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

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

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

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

**MANDATORY CRITERIA**

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

The Offeror is requested to use the table provided to identify where the information can be found in the proposal.

<b>Mandatory Criteria Number</b>	<b>MANDATORY CRITERIA</b>	<b>CROSS REFERENCE TO PROPOSAL</b>
<b>MC1</b>	The Proposer must demonstrate that each proposed Mediator has a minimum of 40 hours of conflict resolution training. Copies of the training certificate(s) must be provided to demonstrate successful completion of the training.	
<b>MC2</b>	The Proposer must include for each proposed Mediator, a list (including dates of mediation, type of dispute and number of participants) of mediation cases conducted within the last two (2) years.  The Proposer must demonstrate that each proposed Mediator has conducted a minimum of five (5) cases of mediation within the past two (2) years in a subject relevant* to this RFSO.  *Relevant is defined as: Agriculture, Business Valuation, Bankruptcy / Insolvency, Debtor-Creditor, Family Business, Real Estate / Property, Financial, Commercial, Family disputes.	

**POINT-RATED CRITERIA**

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

The Offeror is requested to use the table provided to identify where the information can be found in the proposal.

Rated Criteria Number	Description	Scoring Grid	Cross Reference to Proposal
RC 1	<p>The Proposer <b>should</b> demonstrate that each proposed Mediator has completed a minimum of 40 hours of conflict resolution training and participated in professional development training, conferences, workshops, symposiums, etc. with a focus on mediation and/or conflict resolution techniques and theory.</p> <p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>• Certification in mediation from a recognized institution or an acceptable combination of education, training and/or experience (maximum 20 points)</li> <li>• Participation in activities linked to the mediation profession such as conferences, workshops, symposiums within the last five (5) years (maximum 10 points)</li> </ul>	A maximum of 30 points will be awarded.	
RC 2	<p>The Proposer <b>should</b> describe two (2) mediation cases conducted within the last two (2) years.</p> <p>The Proposer <b>should</b> describe the mediation cases and include, at minimum, the following:</p> <ul style="list-style-type: none"> <li>• date of mediation</li> <li>• number of participants in the mediation meeting</li> <li>• type of dispute</li> <li>• techniques used in mediation</li> <li>• issue mediated</li> <li>• outcome</li> </ul>	A total of 40 points, with a maximum of 20 points per case, will be awarded.	

	<p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>• Maximum 20 points per case</li> <li>• Complexity; number of participants and techniques used (maximum 10 points per case)</li> <li>• Variety and type of dispute (maximum 10 points per case)</li> </ul>		
RC 3	<p>The Proposer <b>should</b> demonstrate that each proposed mediator has a good understanding of how mediation supports the dispute resolution system and what are the responsibilities of a mediator under the Farm Debt Mediation Act.</p> <p>Points will be awarded based on:</p> <ul style="list-style-type: none"> <li>• Define and outline the benefits of mediation in a dispute resolution process (maximum 15 points).</li> <li>• Describe and explain the key responsibilities of a mediator under the Farm Debt Mediation Act (maximum 15 points).</li> </ul>	A maximum of 30 points will be awarded.	
		TOTAL SCORE:	100 points
		MINIMUM POINTS REQUIRED TO PASS:	70 points

**ANNEX "D"**  
**SECURITY REQUIREMENTS CHECK LIST**