

Solicitation/Request for Proposal: # 01B68-9-0282

**The Development of a Story Board to Deliver a
Web-based Training Course**

Agriculture and Agri-Food Canada (AAFC)

January 22, 2010

The French version of this Request for Proposal and Statement of Work will be provided upon request by contacting:

La version française de la présente Demande de proposition et de l'énoncé de travail pourra être fournie sur demande, en communiquant avec:

Contracting Authority:

Stephanie Sehn

Senior Contracting Officer

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GENERAL INFORMATION

1.0 PROJECT SUMMARY

- 1.1 The Canada Brand Division of Agriculture and Agri-Food Canada (AAFC) is seeking proposals from companies with the capability to develop on-line training tools for Canadian food and agriculture exporters. The objective of the tool is to help stakeholders understand the core attributes of the Canada Brand and what these attributes mean to their long-term business strategy and also their day-to-day operations and interactions with customers.

2.0 SECURITY REQUIREMENTS

- 2.1 There is no Security Requirement associated with this contract.

3.0 INTERPRETATION

In the RFP,

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Article 6.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;
- 3.6 "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42;
- 3.7 "Project Authority or authorized representative" means the AAFC official, identified in Article 7.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.8 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.9 "Offeror" means a person or entity submitting a Proposal in response to this RFP;
- 3.10 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

PART 1: OFFEROR INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named below.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Offerors, the Contracting Authority will provide, simultaneously to all Offerors any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual Offerors prior to the closing date/time of this RFP.

4.6 CONTRACTING AUTHORITY:

Stephanie Sehn
Agriculture and Agri-Food Canada
Professional Services Contracting Unit
1285 Baseline Road, Tower 3, Floor 5, Room 344,
Ottawa, Ontario K1A 0C5

Tel.: (613) 773-0935 Fax: (613) 773-0966
E-mail: stephanie.sehn@agr.gc.ca

5.0 RIGHTS OF CANADA

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

6.0 SOLE PROPOSAL - PRICE SUPPORT

- 6.1 In the event that your Proposal is the sole Proposal received, Government Contract Regulations require price support be submitted in conjunction with the Proposal. Acceptable price support is one or more of the following:
1. Current published price list indicating the percentage discount available to the Department of Agriculture and Agri-Food Canada; or
 2. Paid invoices for like items (like quality and quantity) sold to other customers; or
 3. Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, etc.

7.0 MANDATORY CLAUSES

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

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 OFFERORS 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 OFFEROR ACKNOWLEDGES THE APPLICABLE LAW SPECIFIED IS ACCEPTABLE TO THE OFFEROR.

2.0 ELECTRONIC SUBMISSIONS AND SUBMISSION OF PROPOSAL

Notice: Proposals submitted by Facsimile or other electronic means will not be accepted.

- 2.1 Due to the nature of this RFP electronic transmission of Proposals by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The Proposals **MUST** be delivered to and received by the Contracting Authority no later than **(12:00PM EST, MONDAY, FEBRUARY 8, 2010)** at the following location below. In addition, the outside of the envelope containing the Proposals must include the following address and contact name:
- Agriculture and Agri-Food Canada
Professional Service Contracting Unit
1285 Baseline Road, Tower 3, Floor 5, Room 344,
Ottawa, Ontario K1A 0C5
Attention: Stephanie Sehn
Telephone: (613) 773-0935
- 2.3 The onus for submitting proposals on time at the specified location rests with the Offeror. It is the Offeror's responsibility to ensure correct delivery of their proposal to the person named above.
- 2.4 The Offeror must also ensure that its name, return address, solicitation number "**01B68-9-0282**" and closing date appear legibly on the outside of the envelopes containing the technical and price Proposals.
- 2.5 The Offerors are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned **in-person delivery of Proposals between 8:00 a.m. and 12:00 p.m. Monday through Friday** except on Government holidays and weekends. Failure to do so may result in late receipt of a Proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal must be structured in **THREE SEPARATELY BOUND parts** as indicated below:

Section I	Technical Proposal (with no reference to price)	1 original and 3 copies
Section II	Financial Proposal	1 original and 1 copy
Section III	Certifications	1 original and 1 copy

3.2 The Offeror should provide a reference web link(s) (URL) to three working web based training courses to demonstrate the Offeror's capability of rated requirements R.1 and R4 as stated in the point rated requirements section 3.0, Appendix D Evaluation Procedures and Criteria.

3.2.1 The Offeror should provide a user name(s), password(s) and instructions as needed and applicable for evaluation members to validate the features and functionality of the demonstrated training courses.

3.3 The Offeror may **submit a proposal in either official language**.

3.4 Each copy of the Proposal is to include the Offeror's legal entity name, the name of the Offeror's contact, address, telephone number, facsimile number, email address and Request for Proposal Number.

3.5 It is the responsibility of the Offeror to obtain clarification of the requirements contained herein, if necessary prior to submitting a Proposal.

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

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

2. An 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.

4.0 PREPARATION OF TECHNICAL PROPOSAL (SECTION 1)

In the Technical Proposal, the Offeror should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Offeror will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

5.0 PREPARATION OF FINANCIAL PROPOSAL (SECTION 2)

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

Offerors must submit a **Firm, all-inclusive price** to complete the work.

In the Financial Proposal, the Offeror shall include a cost summary of the services requested in accordance with **Appendix "B", Statement of Work** and **Appendix "C", Basis of Payment**. **Cost items shall be broken down as follows:**

5.1 Cost items shall be broken down as follows:

a) Professional fees

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

b) Initial Set up Costs and Training

The Offeror **must** clearly identify the set up costs and professional fees associated with delivering the storyboard for the web based training course. The costs will involve **all charges for delivering the initial product** for AAFC to download application including a brief description of each cost.

c) Disbursements

The Proposer is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are not reflected in the professional fee. A list of acceptable direct out-of-pocket expenses

is as follows: courier expenses; telecommunications (facsimile, long distance phone calls); printing / photocopying.

Total excluding taxes: \$ _____

The Offeror is to provide a combined **TOTAL COST** for all fees plus taxes (GST and HST). All taxes must be included, where applicable, and shown on a separate line in the proposal.

5.2 Total Cost of Financial Proposal

The Offeror is to provide a combined **TOTAL COST** for the contract period including all fees plus taxes (GST and HST). All taxes must be included, where applicable, and shown on a separate line in the proposal.

6.0 CERTIFICATION REQUIREMENTS

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

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

7.0 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Appendix D. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this Request for Proposal and in conjunction with the accompanying Statement of Work (Appendix B).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada and other federal/provincial government representatives will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
 - a) Seek clarification or verify any or all information provided by the Offeror with respect to this RFP, at the sole costs of the Offeror;
 - b) to contact any or all of the references supplied and to interview, at the sole costs of the Offeror, the Offeror and/or any or all of the resources proposed by the Offeror to fulfill the requirement, at AAFC or by teleconference, on 48 hours notice, to verify or validate any information or data submitted by the Offeror.

8.0 REQUEST FOR PROPOSAL AMENDMENT(S)

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted on MERX.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B68-9-0282, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

- 2.1 The Canada Brand Team of AAFC is seeking proposals from companies with extensive experience in developing effective web-based training or educational tools to a business or marketing audience. The Contractor will be developing a step-by-step detailed storyboard for AAFC to implement a web based training course for the Canada Brand.
- 2.2 The contractor should have a strong understanding of branding and marketing, knowledge of the Canada Brand Initiative, brand architecture development, country branding and the agriculture and food sector.
- 2.3 The contractor should have strong written communication skills and apply pedagogy methods or teaching principles to develop effective content with concrete outcomes. Course design/development must be written in a clear, concise style and written in a way that stimulates user engagement and learning. The on-line course will be located in the Canada brand pass-word protected web site.
- 2.4 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 CONTRACT PERIOD

- 3.1 The period of the contract shall be valid from contract award (upon signing of the articles of agreement) extending to **May 31, 2010**.

5.0 CONTRACTING AUTHORITY

- 5.1 The Contracting Authority is:

Stephanie Sehn
Senior Contracting Officer,
Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
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Ottawa, ON K1A 0C5
Tel.: (613) 773-0935 Fax: (613) 773-0966 E-mail: stephanie.sehn@agr.gc.ca

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

6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

To be determined following contract award.

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

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

7.0 CONTRACTOR REPRESENTATIVE

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

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

8.0 PRIORITY OF DOCUMENTS

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

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number **01B68-9-0282**;
7. Contractor's Proposal.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to 6.4 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

10.1 In addition to the condition "Direction and Control of Work" (GC25) of the Appendix A, General Conditions, the following will be applicable:

1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
2. Should the Contractor at any time be unable to provide their services or those of research personnel, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in the Appendix D, Evaluation Procedures and Criteria.
3. **The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.**
4. Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
5. The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
6. The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the work plan. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP # 01B68-9-0282.
7. In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

12.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

- 12.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- (a) AAFC's premises;
 - (b) Documentation;
 - (c) Personnel for consultation;
 - (d) Office space, telephones, desk space, manuals and terminals.
- 12.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
- 12.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

13.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

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

14.0 SECURITY AND PERSONNEL IDENTIFICATION

- 14.1 As a security precaution, it is required that all employees engaged in work or business for the Contract is readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them.

15.0 BASIS OF PAYMENT

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

16.0 METHOD OF PAYMENT

- 16.1.1 Payment shall be made upon completion of deliverables as described below, and upon submission of an invoice containing information specified in Article 17.0, Invoicing Instructions, herein.

Upon approval of the deliverable(s), AAFC will accept invoices based on the following stages

Payment Schedule:

- 1) Draft Storyboard Training Course (80% of contract value)
- 2) Final Storyboard (20% of contract value)

- 16.2 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A, General Conditions.
- 16.2.1 Payment by Canada to the Contractor for the work shall be made within:

- a) thirty (30) days following the date on which all of the work has been delivered at the delivery point specified in the Contract, not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
- b) Thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract; whichever is date is the later.

16.2.2 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within (15) days will only result in the date specified in the first paragraph of this clause to apply for the sole purpose of calculating interest on overdue accounts.

17.0 INVOICING INSTRUCTIONS

- 17.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 17.2 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
 - 1. The date;
 - 2. Name and address of the Contractor;
 - 3. Name and address of Agriculture and Agri-Food Canada;
 - 4. Reference number;
 - 5. Period in which services were rendered;
 - 6. Contract number; **01B68-9-0282**;
 - 7. The amount invoiced (exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST)) as appropriate and the amount of GST or HST, as appropriate, shown separately;
 - 8. Contractor's GST number/Procurement Business Number.
- 17.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 7.0 hereof.

18.0 T1204 GOVERNMENT SERVICE CONTRACT PAYMENT

- 18.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the Federal 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 identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.
- 18.2 The Contractor shall provide the information listed below at the time of Contract signing. Where the required information includes a Social Insurance Number (SIN) (when the Contractor is an individual or in partnership), the information should be provided in a separate envelope marked "protected" and attached to the invoice:
 - 1. The legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;

2. The status of the Contractor, i.e. individual, partnership, or corporation;
3. For individuals, the Contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) number;
4. For partnerships and corporation, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and
5. The following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

19.0 MANDATORY CERTIFICATIONS

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

20.0 INTERNATIONAL SANCTIONS

- 20.1 Persons and companies in 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 subject to economic sanctions. Details on existing sanctions can be found at:

<http://www.international.gc.ca/trade/sanctions-en.asp>

- 20.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 20.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

21.0 NON-PERMANENT RESIDENT (CANADIAN CONTRACTOR)

- 21.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of a Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

22.0 NON-PERMANENT RESIDENT (FOREIGN CONTRACTOR)

- 22.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

23.0 TAX WITHHOLDING OF 15 PERCENT

- 23.1 The Contractor agrees that, pursuant to the provisions of the Federal Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

APPENDIX A, GENERAL CONDITIONS

GC1. Interpretation

1.1 In the contract,

1.1.1 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf.

1.1.2 "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. Successors and Assigns

2.1 The contract shall ensure 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.

GC3. Assignment

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

3.2 Where an assignment of the contract is made pursuant to section GC3-1, such assignment shall not relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty.

GC4. Indemnification

4.1 The Contractor shall indemnify and save harmless Her Majesty 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 wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

4.2. The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5. Notices

5.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned herein and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6. Termination or Suspension (No Fault)

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work immediately with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under section GC6.2, 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.
- 6.4. Payment and reimbursement under the provisions of section GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 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 the Minister under the provisions of section GC6 except as expressly provided therein.
- 6.6 Upon termination of the work under section GC6.1, the Minister may require the contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered prior to such termination and any material, goods or work-in-progress which the Contractor specifically acquired or produced for the fulfilment of the contract.

GC7. Termination due to Default of Contractor

- 7.1. The Minister may by notice to the Contractor, terminate the whole or any part of the work if:
 - 7.1.1 the Contractor fails to perform any of the Contractor's obligations under the contract or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms, or
 - 7.1.2 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 for the time being in force relating to bankrupt or insolvent debtors.
- 7. 2. Upon termination of the work under section GC7.1, the Contractor shall deliver to the Minister 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.
- 7.3. Subject to the deduction of any claim which Her Majesty may have against the Contractor arising under the contract or out of termination, payment will be made by the Minister to the Contractor for the value of all finished work delivered and accepted by the Minister, 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.

GC8. Records to be kept by Contractor

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for a period of six (6) months following completion of the work.

GC9. Conflict of Interest

- 9.1. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.
- 9.2. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.
- 9.3 Where the contractor is an individual, sole proprietorship or partnership, in addition to the requirements of section GC9.1 and GC9.2, any persons engaged in the course of carrying out this principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

GC10. Member of House of Commons

- 10.1 No member of the House of Commons shall be admitted to any 101 share or part of this contract or to any benefit to arise there from.

GC11. Amendments

- 11.1 No amendment of the contract or waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC12. Confidentiality

- 12.1 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.

GC13. Errors

- 13.1 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 the Minister the contract may be terminated, and in that event the Contractor shall receive payment only as determined under section GC7.

GC14. Waiver

- 14.1 Unless a waiver is given in writing by the Minister, Her Majesty shall not be deemed to have waived any breach by the Contractor of any of the terms or conditions of this contract.

GC15. Performance

- 15.1 The failure of the Minister to require performance by the Contractor of any provision of this contract shall not affect the right of Her Majesty thereafter to enforce such provision, nor shall the waiver by the Minister 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.

GC16. Gender

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

GC17. Extension of Contract

- 17.1 Where the Minister determines that additional work of the same nature as the work described in Appendix B 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.
- 17.2 Payment for the work described in section GC17.1 shall be calculated and paid on the same basis as in section 7 and where required pro rated.
- 17.3 Where the Minister has determined that the Contractor shall be paid expenses related to the work described in section GC17.1, the type of expenses and amounts shall be confirmed in writing between the parties.

GC18. Interpretation

- 18.1 In the contract,
- 18.1.1 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 18.1.2 "prototypes" includes models, patterns and samples,
- 18.1.3. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC19. Indemnification - Inventions, etc.

- 19.1 The Contractor shall indemnify Her Majesty from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all 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 Her Majesty of anything furnished pursuant to the contract.

GC20. Indemnification - Copyright

- 20.1 The Contractor shall indemnify Her Majesty from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all 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 Her Majesty of anything furnished pursuant to the contract.

GC21. Time of the Essence

- 21.1 In this contract, time is of the essence.
- 21.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which 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. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes, and unusually severe weather.
- 21.3 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 Departmental Representative, 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.
- 21.4 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.
- 21.5 Notwithstanding that the Contractor has complied with the requirements of section GC21.3, Her Majesty may exercise any right of termination contained in section GC7.

GC22. Canadian Labour and Materials

- 22.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious out of the work.

GC23. Ownership of Inventions, etc.

- 23.1 Prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 23.2 Inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of Her Majesty. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such inventions other than in performing the work under the contract, and shall not sell other than to Her Majesty any articles or things embodying such inventions.

GC24. Ownership of Copyright

- 24.1 Technical documentation produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 24.2 Technical information conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of Her Majesty, and the Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information other than in performing the work under the contract and shall not sell other than to Her Majesty any articles or things embodying such technical information.

GC25. Direction and Control of Work

- 25.1 Section 2 may be amended upon the mutual consent in writing of both parties to this contract.
- 25.2 If the person described in section 2 of the contract is incapable of doing or continuing to do the work for whatever reason and mutual consent in writing as required by section GC25.1 cannot be reached by the parties hereto, the contract shall be treated as if it were terminated in accordance with section GC6.

GC26. Provincial Sales Tax

- 26.1 Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the taxable goods or services are delivered to federal government departments and agencies.

TERMS OF PAYMENT

GC27. Method of Payment

27.1 Payment in the case of progress payments

- 27.1.1 Payment by Her Majesty to the Contractor for the work shall be made other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- 27.1.2 Payment by Her Majesty to the Contractor for the work shall be made in the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- 27.1.3 If the Departmental Representative has any objection to the form of the claim for payment or the substantiating documentation, he shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

27.2 Payment in the case of payment on completion (one payment only)

- 27.2.1 Payment by Her Majesty 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;
- 27.2.2 If the Departmental Representative has any objection to the form of the claim for payment or the substantiating documentation, he shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC28. Basis of Payment

- 28.1 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 Departmental Representative.
- 28.2 Travel and other expenses shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC29. Interest on Overdue Accounts

- 29.1 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, where the "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;
 - (b) "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;
 - (c) 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
 - (d) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 29.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than fifteen (15) days overdue. No interest will be payable or paid in respect of payment made within such fifteen (15) days unless the Contractor so requests after payment has become due.
- 29.3 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.
- 29.4 Canada shall not be liable to pay interest on overdue advance payments.

GC30. International Sanctions

- 30.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions:
 - (a) United Nations Iraq Regulations;
 - (b) United Nations Libya Regulations;
 - (c) United Nations Federal Republic of Yugoslavia (Serbia and Montenegro) Regulations.
- 30.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions as described in paragraph 1 above.

- 30.3 During the performance of the Contract, should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

GC31. General Conditions

- 31.1 "This is a contract for the performance of a service and the contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the contractor nor any of the contractor's personnel is engaged by the contract as an employee, servant or agent of her Majesty. The contractor agrees to be solely responsible for any and all payments and/or deductions require to be Worker's Compensation, or Income Tax."

GC32. GST/HST

- 32.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or 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.
- 32.2 The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Revenue Canada any amounts of GST and HST paid or due.

GC33. Conflict of Interest and Post-Employment Code

- 33.1 "It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions; and that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative."

GC34. Work Force Reduction Programs:

- 34.1 It is a term of this contract:
- 34.1.1 That the Contractor has declared to the Contracting Authority whether the Contractor has received lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service.
- 34.1.2 That the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump payment and the rate of pay on which the lump sum payment was based, and

34.1.3 That the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

34.2 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 representation to enter into this Contract. Such representation may be verified in such manner as the Minister may reasonably require.

GC35. T1204 Government Service Contract Payment

35.1 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 identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC36. Procurement Business Number

36.1 Public Works and Government Services Canada (PWGSC) is adopting the Procurement Business Number (PBN) for all its purchasing databases and now requires that its suppliers have one for each of their offices that may be awarded contracts. Consequently, as an existing or potential supplier to the Department, you should obtain a PBN now to avoid possible delays of any contract award. We urge you to register with Contracts Canada's Supplier Registration Information (SRI) service to get your Procurement Business Number.

36.2 SRI is a database of suppliers who have registered to do business with the Government of Canada. The PBN is created using your Canada Customs and Revenue Agency Business Number to uniquely identify a branch, division or office of your company. Your information in SRI is accessible to all federal government buyers unlike many existing departmental vendor databases. SRI can help to open up new opportunities with the federal government for requirements not posted on the electronic tendering service, MERX(tm).

36.3 If you have Internet access, you can get more information and register by visiting the Contracts Canada Internet site at:
<http://contractscanada.gc.ca/en/busin-e.htm>

36.4 If you do not, contact a Supplier Registration Agent at: 1-800-811-1148 or 613-956-3440 (in the National Capital area).

APPENDIX B, STATEMENT OF WORK

TITLE The Development of a Storyboard to Deliver a Web-based Training Course

(To help Canada brand members integrate the Canada brand attributes of quality, commitment, customer focus and trust)

1.0 BACKGROUND

Federal and provincial governments, in close partnership with Canada's food and agriculture sector developed and are implementing the Canada Brand for Food and Agriculture. The Canada Brand is designed to help take Canada's strong international image and leverage it to increase the sales and profile of Canadian food and agriculture products in international markets. One way to accomplish this is by developing tools that help industry better understand what the Canada brand represents to buyers and how Canadian suppliers and products can better line up with customers' perceptions of Canada.

The Canada Brand is strengthened and equity is built if stakeholders understand the core attributes of the Canada Brand and what these attributes mean to their long-term business strategy and also their day-to-day operations and interactions with customers.

By linking the Canada Brand attributes of **quality, commitment, customer focus, nature and trust** to their own businesses – understanding how they deliver the attributes associated with Canada, or identifying and working on improvements needed to deliver the attributes -- industry stakeholders are in a better position to meet customers' demands. As a result, they strengthen their relationships with customers, and develop compelling, fact-based messages that reinforce their competitive position in global markets.

2.0 OBJECTIVE(S)

- 2.1 To develop the storyboard of a user-friendly, interactive, on-line, training course for Canada brand members (companies and associations) to integrate the Canada brand attributes in their business plans, (i.e. to help them develop brand architecture in line with the Canada brand attributes). The content of the storyboard for this training course will cover specifically branding and marketing components and 'Features and Functionality (refer to Section 3.3)' for AAFC to upload, run and host the course internally.

3.0 SCOPE OF WORK

- 3.1 The contractor will be required to use his/her training tools development expertise, understanding of branding and the Canada Brand International Initiative to develop a storyboard for AAFC to deliver a web-based training course with concrete outcomes.
- 3.2 In order to develop the content of the online training course, the contractor will be required to attend a brand architecture development presentation provided by the Canada Brand Division of AAFC and use Canada brand resources, such as: a brand integration deck, brand architecture development process material, web site, branding guide, photography and visuals and market research, as a starting point. The contractor is expected to use their expertise to enhance the content of the online training tool.
 - 3.2.1 The online training course should be developed in modules and may take participants up to four hours to complete.
 - 3.2.2 The content of the online training course should include (but is not limited to) the following key branding elements, such as:

- a) Branding basics (what is branding; what is a brand; what is country branding; what is the Canada Brand International Initiative; examples of current sub-sectors brand architectures, etc.)
- b) Identification of key attributes of the brand (strengths and what customers want)
- c) How to line up identified attributes with the core attributes of the Canada brand (quality, commitment, customer focus, nature and trust)
- d) Identification of proof points that demonstrate how attributes are delivered
- e) Identification of customer touch points (interactions a company's products and people have with customers)
- f) Identification of systems and infrastructures to deliver the brand (systems and infrastructures in place help to assess the ability to deliver and demonstrate the attributes)
- g) Examples of potential gaps and ways to address them
- h) Segmenting and positioning in key markets using existing AAFC market research and contractor's own knowledge
- i) Other elements integral to a marketing strategy

3.3 The contractor should address and include the following 'Features and Functionality' in the storyboard for the training course:

- 3.3.1 **User Tutorial:** a tutorial for users to reference as a guide in completing the training course. The tutorial should provide instructions on the basics of navigating through and completing course material.
- 3.3.2 **User Profile:** the ability to create a basic individual profile for each user, which includes name of person taking the course and name of company.
- 3.3.3 **User Glossary:** a user glossary that provides key terminology/online tutorial for users to reference, it is preferred that key terms are available through hyperlinks throughout the training program.
- 3.3.4 **Evaluation Tools & User Performance:** evaluation tools should be incorporated throughout the training course that includes a review of major subjects to assist users in determining their strengths and weaknesses for each major topic area.
- 3.3.5 **User "Help Menu":** an online help menu should be available that addresses "how-to" in terms of completing the training program and questions and answers regarding course comprehension.

- 3.4 The contractor is expected to include recommendations in the storyboard regarding appropriate imagery: e.g. photography to reflect brand attributes, Canada brand graphic to create visual impact (divide chapters), illustrate a point, etc. AAFC will provide access to royalty-free photography and Canada brand visuals.
- 3.5 The contractor will be responsible for translating the course content into French and developing the storyboard design lay-out and flow for the course in French.
- 3.6 The training course must take into account different learning styles and levels of sophistication/knowledge of marketing and branding.
- 3.7 The contractor will use existing sector brand architectures developed by AAFC as examples for the development of the course content and build exercises based on them.
- 3.8 Work will also include consulting with Canada Brand Team as necessary to meet objectives and deliverables.

- 3.9 Target Audience: The training course is intended for Canadian agriculture and food exporters that are brand members

4.0 TIMING AND DELIVERABLES

The Contractor will deliver the following associated with the Web-Based Training Course:

4.1 Project Kick-off Meeting:

The Contractor will meet with the Project Authority and departmental representatives to review and discuss the detailed work plan, project outline and recommendations as per the Contractor's approach to be approved by AAFC. At this time, the contractor will attend a Canada brand presentation.

(TBD – To be completed immediately following contract award).

4.2 Draft Storyboard for Training Course:

To be submitted to the Project Authority electronically for approval, the format will be agreed upon prior to submission (MS Office, etc).

4.2.1 The draft storyboard course will include the following content:

- a) 'Features and Functionality' as outlined in section 3.3
- b) Branding basics (what is branding; what is a brand; what is country branding; what is the Canada Brand International Initiative; examples of current sub-sectors brand architectures, etc.)
- c) Identification of key attributes of the brand (strengths and what customers want plus exercise of how to identify key attributes)
- d) How to line up identified attributes with the core attributes of the Canada brand (quality, commitment, customer focus, nature and trust) plus exercise of how to line up the identified key attributes
- d) Identification of proof points that demonstrate how attributes are delivered
- e) Identification of customer touch points (interactions a company's products and people have with customers) plus example of touch points and exercise
- f) Identification of systems and infrastructures to deliver the brand (systems and infrastructures in place help to assess the ability to deliver and demonstrate the attributes) plus exercise on identification of systems and infrastructures and gaps
- g) Examples of potential gaps and ways to address them
- h) Segmenting and positioning using existing AAFC market research and contractor's own knowledge
- i) Other elements integral to a marketing strategy

4.2.2 The draft storyboard course will also include and incorporate the following content:

- Recommendations regarding appropriate imagery to include, (e.g. to divide chapters, illustrate a point, demonstrate a brand attribute, etc).

To be completed and submitted electronically no later than March 31, 2010 in MS Word format or another format agreed upon prior to submission.

NOTE: The Contractor will liaise with the Project Authority and representatives to revise and take Project Authority through the storyboard training course (possibly 3 or more rounds of revisions).

All suggested revisions and necessary changes will be made until the Draft Storyboard is approved by Project Authority to move forward with the final copy.

4.3 Final Story board for Training Course:

To be submitted to the Project Authority electronically for approval, the format will be agreed upon prior to submission (MS Office, etc).

The final, ready-to apply storyboard will include the web page content layout (design and flow), in English and French and will be submitted to the Project Authority as required in the agreed upon downloadable format.

(To be completed and submitted no later than May 31, 2010 in MS Word format or another format agreed upon prior to submission)

5.0 LOCATION OF WORK AND CLIENT SUPPORT:

5.1 AAFC will not be providing accommodation to outside contractors; all work will be done directly from their corporate offices and will communicate with AAFC Project Manager.

5.2 AAFC will provide information such as: a brand architecture presentation, power point presentation on how to integrate the Canada Brand, market research, branding guide, and access to the password protected Web site.

5.2.1 The contractor is expected to use this information as a base for content development. The contractor will meet and coordinate with the project authority as needed.

APPENDIX C, BASIS OF PAYMENT

The Contractor shall be paid in accordance with the following basis of payment for work performed pursuant to the resulting contract.

The contract shall be **A FIRM ALL INCLUSIVE PRICE (shall be finalized upon contract award by signing of both parties).**

Payment shall be in accordance with article 14.0 of Part 3, Method of Payment. The following terms shall form part of any resulting payment schedule.

- 1.0 All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) for the labour will be shown separately.
- 2.0 The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid due.
- 3.0 The Crown shall not accept any travel and living expenses incurred by any Contractor as a consequence of any relocation required to satisfy the terms of any resulting contract.
- 4.0 Inspection and Acceptance

All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Project Authority or his/her designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

APPENDIX D, EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team. Please also refer to the instructions in Part 2, Section 4.0 of the main text of this document.

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

- 1.1 The evaluation process is designed to produce a list of Contractors with qualified resources in the various subject areas as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Offerors' responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Offerors must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score will be determined by adding the technical and financial points obtained.

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

Technical Proposal = 60%

Financial Proposal = 40%

Overall Proposal = 100%

1.5 To be considered Responsive, a Proposal Must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve a **total minimum of 70% in the rated requirements** as set out in section 3.0 below.
- 3- The responsive Proposal which receives the highest score of the combined points for the **Technical Proposal** rated requirements (60%) and the **Financial Proposal** rated requirements (40%) will be selected as the successful Proposal.

Formula: $\frac{\text{Technical Score} \times \text{Ratio (60)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (40)}}{\text{Bidder's Price}} = \text{Combined Score}$

Example of Method of Selection:

Highest Combined Rating Technical Merit (60%) and Price (40%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 60}{100} = 52.8$	$\frac{*50 \times 40}{60} = 33.33$	= 86.13
Proposal 2 - Tech = 82/100 - Price = \$55,000	$\frac{82 \times 60}{100} = 49.2$	$\frac{50 \times 40}{55} = 36.36$	= 85.56
Proposal 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 60}{100} = 45.6$	$\frac{50 \times 40}{50} = 40$	= 85.6
* Represents the lowest priced proposal Bidder 1 is successful with the highest combined rating of 86.13			

- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Offerors are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Offerors acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.9 Offerors shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

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 must include the necessary documentation to demonstrate this compliance.

Offerors must indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.

Criteria	Mandatory Evaluation Criteria	Page No.
	Developing Branding & Marketing Projects and Qualifications	
M.1	The bidder must provide the resumes of proposed project team members.	
M.2	At least the project leader (the content developer) must have a <u>minimum of five years of experience</u> in developing branding and marketing projects.	

Criteria	Mandatory Evaluation Criteria	Page No.
	Note: By experience in branding we mean experience that goes beyond developing logos or visual identifiers but to include the <u>development and implementation of systems and infrastructure to support or deliver on a brand.</u>	
	Bilingual Functionality	
M.2	The bidder must certify that they can provide the storyboard content for the Web-based Training course in French. The bidder shall certify the above by completing the Official Languages certification Appendix E, Certification Requirements, section F.	

3.0 POINT RATED REQUIREMENTS

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

THE TABLE BELOW MUST BE FILLED IN AND INCLUDED IN THE PROPOSAL. Reference locations in the proposal or resource(s) resume, as applicable, must be indicated by page number and/or specific section for ease of evaluation.

Point-Rated Criteria		
Evaluation of Project Experience	Max/Min Score	Demonstrated Experience
R.1 Experience in Developing Web-Based Training Tools		
Maximum 30 points The Offeror should provide a maximum of two (2) project examples including client references that demonstrate their experience in developing web based training tools –bidders are encouraged to provide links, CDs or other formats (MS Power Point). Project examples should also include: - Brief description of the scope and objectives to demonstrate how the project is relevant to the proposed project as described in the Statement of Work" - Description of the bidder's involvement in the project, e.g. central/lead firm	30	

Comment [p1]: We need to discuss size and scope. Scope would be the development, maintenance, implementation and hosting of Web Based Security Training Programs. Size would be for a minimum of 5000 users.

Comment [A2]: There will only be development. Maintenance, implementation and hosting by AAFC IT, Yes

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Point-Rated Criteria		
Evaluation of Project Experience	Max/Min Score	Demonstrated Experience
Evaluation Grid: The Offeror will receive up to fifteen (15) points for example based on relevancy of project to requirements, quality of project, depth of the bidder's involvement.		

Evaluation of Project Experience	Max/Min Score	Demonstrated Experience
R.2 Experience in Implementing or Training Organizations to Develop Branding Strategies		
Maximum of 40 points The Offerer should provide a maximum of two (2) project examples including client references that demonstrate their experience in implementing or training organizations to develop branding strategies. – bidders are encouraged to provide links, CDs or other formats (MS Office). Project examples should include: - Brief description of the scope and objectives to demonstrate how the project is relevant to the proposed project as described in the Statement of Work" - Description of the bidder's involvement in the project, e.g. central/lead firm, advisory Evaluation Grid: The bidder will receive up to twenty (20) points for example based on relevancy of project to requirements, quality of project, depth of the bidder's involvement.	40	

Evaluation of Project Experience	Max/Min Score	Demonstrated Experience
R.3 Knowledge of Country Branding		
Maximum of 15 points	15	

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The bidder should provide information demonstrating the project team's knowledge of "country branding" and how it was obtained. (E.g. through education, experience (how many years), combination of both. The bidder should provide a brief explanation of country branding and how it relates to the proposed project.		
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Evaluation of Project Experience	Max/Min Score	Demonstrated Experience
R.4 Quality of Proposal		
Maximum of 15 points The proposal should: i. Illustrate bidder's understanding of the project requirements with respect to the scope, objectives and deliverables (6 points) ii. Outline methodology/approach, including specific steps proposed to complete all aspect of the contract deliverables (6 points) iii. Be easy to follow and not have grammatical errors (3 points) <u>Evaluation Grid:</u> The bidder will receive up to fifteen (15) points for this rated requirement.	15	
TOTAL	100 PTS	
MINIMUM OF 70%	70 PTS	

APPENDIX E, CERTIFICATION REQUIREMENTS

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

A) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA'S TERMS AND CONDITIONS

Offerors will accept Agriculture & Agri-Food Canada's terms and conditions.

The General Conditions in Appendix A and those set out in Part 3 of this RFP shall form part of the Resulting Contract

Signature

Date

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

Please certify that the Offeror is a legal entity, by indicating whether the Offeror 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) _____

Signature

Date

Print Name of Signatory

For _____
Name of Proposing Party

C) 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.

Signature Date

Print Name of Signatory For _____
Name of Proposing Party

D) 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.

Signature Date

Print Name of Signatory For _____
Name of Proposing Party

E) VALIDITY OF PROPOSAL

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

valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,

signed by an authorized representative of the Bidder in the space provided on the RFP; and,

provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Signature Date

Print Name of Signatory For _____
Name of Proposing Party

AVAILABILITY AND STATUS OF PERSONNEL

The Offeror 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 Offeror has proposed any person in fulfillment 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 fulfillment 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.

WORK FORCE REDUCTION PROGRAMS

1. As a result of the recent implementation of various programs to reduce the public service, Offerors must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

Therefore, Offerors must make available the following details:

- (a) Date and amount of lump sum payment incentive;
 - (b) Terms and conditions of the lump sum payment incentive (including termination date);
 - (c) Rate of pay on which the lump sum payment was based;
 - (d) Whether or not the \$5,000 exemption has been reached.
2. In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the Contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.
3. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.
4. For the purposes of this solicitation, former public servants is defined as:
 - (a) An individual;
 - (b) An individual who has incorporated;
 - (c) A partnership made up of former public servants; or
 - (d) A sole proprietorship or entity where the affected individual has a major interest in the entity.
5. Former public servants in receipt of a pension will additionally be subject to a contract fee reduction, in accordance with the Post-Employment Guidelines, following completion of the period covered by the lump sum payment.
6. The information specified must be provided with, and be attached to the proposal, and must be provided on, or before, the closing of the solicitation. Failure to meet this condition of the solicitation will render the proposal **non-responsive**.

WORK FORCE REDUCTION PROGRAM - DETAILS

In accordance with the requirements of the clause entitled "Workforce Reduction Programs", Offerors will provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

All Offerors' will indicate their status by checking the applicable box and sign the certification below. Proposals that are subject to the Work Force Reduction Program (s), shall also include the specified details. Failure to indicate the status will be considered as having not met this requirement and will render the proposal **non-responsive**.

_____ This proposal (is not) subject to the Work Force Reduction Program(s).

_____ This proposal (is) subject to the Work Force Reduction Program(s).

Name of Contractor: _____

Terms and Conditions of the Lump Sum Payment Incentive - copy attached:

Date of Termination of Employment as a Public Servant:

Amount of Lump Sum Payment: \$

Rate of Pay on which Lump Sum Payment is based: \$_____ / Week

Period of Lump Sum Payment: Start Date: _____ Completion Date: _____ Weeks:

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$
_____	\$
Total:	\$ _____

Signature

Date

Print Name of Signatory

For _____
Name of Proposing Party

PUBLIC ORGANIZATIONS, UNIVERSITIES, NON-PROFIT AND CHARITABLE ORGANIZATIONS

"Public organizations, universities, non-profit and charitable organizations who wish to submit a proposal for this requirement, must provide the following certification:

We hereby certify that we have established ourselves as competing with the private industry in the normal course of business and are not given unfair competitive advantage either through subsidization or through the absence of any liability to pay corporate taxes."

*Signature*_____
*Date***F) OFFICIAL LANGUAGES CERTIFICATION**

We certify that the products and or services to be provided will be performed/delivered in both of the two official languages of Canada according to the requirements of RFP # 01B68-9-0282 and resulting contract. *The Official Languages Act* and TBS policies and publications pertaining to this Act can be viewed by accessing the following websites:

http://publicservice.tbs-sct.gc.ca/ollo/index_e.asp

http://www.tbs-sct.gc.ca/index_e.asp

www.tbs-sct.gc.ca/index_e.asp

*Signature*_____
*Date*_____
*Print Name of Signatory*For _____
Name of Proposing Party