

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11 rue, Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Biological Inspection Kits	
<b>Solicitation No. - N° de l'invitation</b> 39903-130352/A	<b>Date</b> 2012-12-04
<b>Client Reference No. - N° de référence du client</b> 39903-130352	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-939-61691	
<b>File No. - N° de dossier</b> pv939.39903-130352	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Quinn, Laurie	<b>Buyer Id - Id de l'acheteur</b> pv939
<b>Telephone No. - N° de téléphone</b> (819) 956-3824 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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39903-130352/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv939

Client Ref. No. - N° de réf. du client

39903-130352

File No. - N° du dossier

pv93939903-130352

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Biological Inspection Kits to be delivered to multiple CFIA locations across Canada on an as and when required basis in accordance with the requirement at Annex "A". These Biological Inspection Kits will be used by CFIA Inspectors to swab kidney tissues of animals that are suspected to have been treated with antibiotics.

#### 2.1 Option to extend

This requirement includes the option to extend the Contract for two (2) additional one (1) year extension periods.

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

## 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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

# PART 3 - BID PREPARATION INSTRUCTIONS

## 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (three (3) copies)  
Section II: Financial Bid (one (1) copy)  
Section III: Certifications (one (1) copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

## 1.1 Section I: Technical Bid

In their technical bid, bidders must explain and demonstrate how they propose to meet the requirement and they will carry out the Work.

Bidders must include in their technical bid hard copies of all the literature, brochures and technical documentation that may be required to support their bid and facilitate evaluation.

The following applies to the requirement and bidders must provide the following information in their bid where applicable:

## 1.2 Contractor's Contact Information

Contact information of the person responsible for :

General enquiries

Delivery follow-up

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

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

Telephone No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

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

## 1.2 Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and must provide the information that is required in Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

Bidders must submit their total firm price Delivered Duty Paid (DDP) destination Incoterms 2000; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded, if applicable.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

## 1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 1.1 Technical Evaluation

Bidders must complete all sections of the bid solicitation in accordance with Part 3 Bid Preparation Instructions and submit the required number of signed copies indicating acceptance of all the terms and conditions herein.

Bidders submitting a bid must meet all technical criteria defined in the Statement of Work at Annex A.

#### 1.1.1 Mandatory Technical Criteria

MTC1. The Bidder must provide documentation to describe the proposed items it will include in the Biological Inspection Kit in accordance with Section 3 of Annex "A" Statement of Work.

MTC2. The Bidder must demonstrate that they are capable of producing at least 300 Kits (or 9000 swab tests) annually by providing information on their annual capacity for production (e.g. Similar kits).

## 1.2 Financial Evaluation

SACC Manual Clause A0220T(2007-05-25), Evaluation of Price

## 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price for the Biological Inspection Kits will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## 1. Mandatory Certifications Required Precedent to Contract Award

### 1.1 Code of Conduct and Certifications - Related documentation

#### 1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed,



Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent

## **2. Additional Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

### **2.1 Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site:  
[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

Signature of authorized representative: \_\_\_\_\_. Date: \_\_\_\_\_

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Biological Inspection Kits to be delivered to multiple CFIA locations across Canada on an as and when required basis in accordance with the requirement at Annex "A". These Biological Inspection Kits will be used by CFIA Inspectors to swab kidney tissues of animals that are suspected to have been treated with antibiotics.

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010A (2012-07-16) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Requisition on Contract (ROC)

- (a) **Purpose of ROC:** Goods to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Requisition on Contract ("ROC").
- (b) **Process for Issuing a ROC:**
  - 1. Authorized ROCs against this Contract will be made using a duly completed form identified in Annex C by methods such as facsimile and electronic mail.
  - 2. A ROC will be prepared by the Project Authority and sent to the Contractor.
  - 3. The ROC will be processed in accordance with and contain the information listed in Annex A. The ROC will also include the basis of payment as specified in the Contract
- (d) **Authority to Issue a ROC:** Any ROC with a value less than or equal to \$30,000.00 (including GST/HST) may be issued by the Project Authority. Any ROC with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the

Contractor, the Contracting Authority may suspend the Project Authority's authority to issue ROCs at any time.

- (e) **Contents of a ROC:** The ROC must contain the following information, if applicable:
- (i) a ROC number;
  - (ii) the details of any financial coding to be used;
  - (iii) quantity and description of goods being ordered;
  - (vi) the delivery date(s);
  - (viii) the specific delivery location;
  - (x) the firm unit price payable to the Contractor and
- (f) **Charges for Goods under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

## 5. Term of Contract

### 5.1 Period of the Contract

The period for issuing a Requisition on Contract against the Contract is for a period of one year *from the date of contract award*.

### 5.2 Extension of the Contract

If the Contract is authorized for use beyond the initial period, the Contractor offers to extend its bid for up to two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Contract.

The Contractor will be advised of the decision to authorize the use of the Contract for an extended period by the Contracting Authority ten (10) days before the expiry date of the Contract. A contract amendment will be issued by the Contracting Authority.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:  
 Laurie Quinn  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Commercial Consumer Products Directorate  
 11 Laurier Street, 6A2, Phase III  
 Place du Portage, Hull, Quebec, K1A 0S5  
 Telephone: (819) 956-3824

Facsimile: (819) 956-3814

E-mail address: laurie.quinn@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 6.2 Technical Authority (to be filled in only at contract award)

The Project Authority for the Contract is:

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

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.3 Contractor's Representative (to be filled in only at contract award)

The telephone number of the person responsible for:

### General enquiries

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### Delivery Follow-up

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 7. Identified Users

The Identified User authorized to make ROC's against the Contract is:

The Canadian Food Inspection Agency, Food Safety Program, Food Safety Science Directorate.

## 8. Payment

### 8.1 Basis of Payment - Firm Price - Individual Requisition on Contracts

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract (ROC), the Contractor will be paid the firm prices in accordance with the Basis of Payment in Annex B, as specified in the Contract. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

## 8.2 Limitation of Expenditure - Cumulative Total of all Requisition on Contracts

1. Canada's total liability to the Contractor under the Contract for all authorized Requisition on Contracts (ROCs), inclusive of any revisions, must not exceed the sum of \$ (to be added at Contract award). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 8.3 Minimum Limitation of Expenditure

1. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$20,000.00.
2. Canada's obligation under the Contract is to request goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to supply the goods described in the Contract. Canada's maximum liability for goods supplied under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request goods in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the goods requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 9. Periodic Usage Report - Contract with Requisition on Contract (ROC)

The Contractor must compile and maintain records on its provision of work to the federal government under authorized Requisition on Contracts issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If work is not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized work must be kept for each contract with a Requisition on Contract process. This record must contain:

For each authorized ROC:

- (i) the authorized ROC number or ROC revision number(s);
- (ii) a title or a brief description of each authorized ROC;
- (iii) the total estimated cost specified in the authorized ROC of each work, GST or HST extra;
- (iv) the start and completion date for each authorized ROC; and
- (v) the active status of each authorized ROC, as applicable.

For all authorized ROC:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized ROCs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized ROCs.

## 10. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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**11. Certifications**

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

**12. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

**13. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Requisition on Contract (ROC) Sample;
- (f) Annex D, Periodic Usage Report;
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid).

**14. Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Destination, Incoterms 2000 for shipments from a commercial contractor.

2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## ANNEX A STATEMENT OF WORK

### 1. Background

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Inspection Kits to be delivered to multiple CFIA locations across Canada on an as and when required basis. These biological inspection kits will be used by CFIA Inspectors to swab kidney tissues of animals that are suspected to have been treated with antibiotics. The use of these biological inspection kits reduces the holding time of retained carcasses, reduces the time spent in packing and mailing specimens and results in decreased mailing and laboratory costs.

### 2. Anticipated Quantity of Kits

It is estimated that Kits will be delivered across Canada as follow:

West (BC, AB, SK, and MB): 30% of orders

Ontario : 34% of orders

Quebec: 35% of orders

Atlantic (NS, NB, PEI, NFLD): 1% of orders

The inclusion of estimates in this document does not represent a commitment by Canada that Canada's future purchase of the goods described in the Statement of Work will be consistent with this data.

### 3. Kit Contents

The Biological Inspection Kits must include contents enough to perform 30 tests:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
1	30	100mm Petri dish with antibiotic media #5 (individually wrapped)
2.	30	6x9 poly storage bag
3.	30	Neomycin discs - N5
4.	60	Sterile cotton tipped applicators
5.	1	Bacillus subtilis spore suspension (vial)

### 4. Additional Kit Requirements

The biological inspection test and control standards (that comprise the kit);

- Must produce quick results, less than 24 hours.
- Must detect multiple sulphonamide residues (not sulfamethazine alone, also sulfadimethoxine, etc.) As a minimum requirement;
- Must not require the use of a fumehood when performing the test;
- Must only require visual analysis by the end user to assess the result (no technology/instrumentation needed to read the result);



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- 
- Must require no calibrated laboratory glassware, pipettes/pipettors, or chemical solvents (disposal syringes are acceptable);
  - Must utilize a negative control standard that is not blank urine/kidney;
  - Must be rugged enough to produce reliable results in an abattoir (slaughter) setting; (NOTE: this test will not be performed in a lab setting)
  - Must be applicable to bovine kidney tissue;
  - Must be stable unused for at least six (6) months (minimum) from time of purchase.

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## ANNEX B

### BASIS OF PAYMENT

The Contractor will be paid in accordance with the following. Pricing is all-inclusive including shipping, GST/HST extra, if applicable and customs duties are included.

Description	Firm unit price	1st Option Year Firm unit price	2nd Option Year Firm unit price
Biological Inspection Kits			

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**ANNEX "C" - REQUISITION ON CONTRACT**

(Note: Will be applicable during the contract period)

<b>REQUISITION ON CONTRACT (ROC) SAMPLE</b>	
<b>1. CONDITIONS</b>	
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:	
CONTRACT NUMBER :	ROC NUMBER :
<b>TO:</b>  Contractor: Address:	<b>DELIVERY DATE:</b>  <b>BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (GST/HST included):</b>  <b>VALUE OF THIS REQUISITION ON CONTRACT (ROC) (GST/HST included):</b>  <b>BALANCE REMAINING ON THE CONTRACT (GST/HST included):</b>

<b>2. REQUIREMENT</b>				
<b>2.1 FOR THE SUPPLY OF EQUIPMENT, :</b> The Contractor shall be paid firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination) Incoterms 2000, with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.				
Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total
				\$
				\$
				\$
				\$
<b>Total cost of items</b>				\$
<b>Rush Shipping cost</b>				\$
<b>GST/HST</b>				\$
<b>Total cost including GST/HST</b>				\$
<b>DELIVERY DESTINATION(S) Delivery Duty Paid (destination) Incoterms 2000:</b>				
The Contractor shall not charge Canada for any costs exceeding this total price.				
<b>3. APPROVALS</b>				
<b>Project/Technical Authority:</b>		<b>Administrative Authority (Procurement):</b>		<b>Contracting Authority at PWGSC (For any ROC over \$25,000):</b>
Name:		Name:		Name:
Signature:		Signature:		Signature:
Date:		Date:		Date:

## ANNEX D

### PERIODIC USAGE REPORT

Instructions for submission of Requisition on Contracts usage data. The Contractor must e-mail the information identified below in an electronic spreadsheet in the format below, to the Contracting Authority identified herein.

The report must include as a minimum the following:

- The contract number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the contract;
- Item description;
- Quantity ordered, Unit price;
- Value of individual ROCs; and
- The total spend per reporting period by CFIA.

Contract	(Insert Contract #)	Start Date of Contract (DD/MM/YYYY)	End Date of Contract (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
ROC Number	Item Description	Firm Unit Price, Quantity Ordered	Date of Delivery / Value of Order (not including GST/HST, if applicable)

Department	Total <u>Number</u> of all ROCs during <u>reporting period</u>	Total <u>Number</u> of all ROCs <u>to date</u> .	Total <u>Dollar Value</u> (\$ <u>)</u> of all ROCs during <u>reporting</u> <u>period</u> .	Total <u>Dollar</u> <u>Value (\$\$)</u> of all ROCs <u>to date</u>