



REQUEST FOR PROPOSAL – COVER SHEET	
TITLE: Development of National Facility & Construction Safety Manual DATE OF RFP: November 12, 2013	
Contracting Officer: Lisa Lacasse	Telephone: 613-773-7383 Facsimile: (613) 773-7615
ADDRESS FOR PROPOSAL DELIVERY: Proposals are to be sent via email at: Lisa.Lacasse@inspection.gc.ca	
Solicitation closes at: 13:00 hours local time (Ottawa, Ontario) On December 23, 2013	
<p>The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Annex A-Terms of reference. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.</p> <p>Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.</p>	
This Request For Proposal consists of the following: <ul style="list-style-type: none">i. This cover page;ii. Section: 1 RFP Terms and Conditions;iii. Section: 2 Selection Methodology;iv. Section: 3 Financial Proposal;v. Section: 4 Contract Terms and Conditions.vi. Annex A Terms of Reference	
Contracting Authority:	
_____	_____
Signature	Date
Name and address of the Bidder	
Telephone number:	Fax number:
Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.	
_____	_____
Signature	Date



TABLE OF CONTENTS

COVER PAGE

SECTION 1: RFP TERMS AND CONDITIONS

- 1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL**
- 2.0 REVISION OF THE DEPARTMENTAL NAME**
- 3.0 PROPOSAL DELIVERY INSTRUCTIONS**
- 4.0 BID FORMAT**
- 5.0 LOWEST BID**
- 6.0 VALIDITY OF BID**
- 7.0 LANGUAGE**
- 8.0 APPLICABLE LAW**
- 9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME**
- 10.0 PROPOSALS PREPARATION INSTRUCTIONS**
 - 10.1 PREPARATION OF TECHNICAL PROPOSAL**
 - 10.2 PREPARATION OF FINANCIAL PROPOSAL**
- 11.0 ENQUIRIES – SOLICITATION STAGE**
- 12.0 CONTRACTING AUTHORITY**
- 13.0 PROPOSAL AND PRE-AWARD COST**
- 14.0 PROCUREMENT BUSINESS NUMBER**
- 15.0 PRICE SUPPORT**
- 16.0 RIGHTS OF THE CFIA**
 - 16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:**
 - 16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING CIRCUMSTANCES IS PRESENT**
- 17.0 FINANCIAL STATEMENTS**
- 18.0 AMENDMENT**
- 19.0 AVAILABILITY OF PERSONNEL**
 - 19.1 WORK FORCE REDUCTION PROGRAMS**
- 20.0 STATUS OF PERSONNEL**
- 21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE**
- 22.0 INDEPENDENT SERVICES**
- 23.0 SUBSTANTIATION OF ALLEGATIONS**
- 24.0 SECURITY REQUIREMENTS**
- 25.0 SITE VISIT/JOB SHOWING**
- 26.0 EMPLOYMENT EQUITY**
- 27.0 SET-ASIDE FOR ABORIGINAL BUSINESS**
- 28.0 CONFLICT OF INTEREST**

SECTION 2: SELECTION METHODOLOGY – TECHNICAL EVALUATION

- 1.0 TECHNICAL PROPOSAL**
 - 1.1 MANDATORY EVALUATION CRITERIA**
 - 1.2 POINT RATED EVALUATION CRITERIA**
 - 1.3 CERTIFICATIONS**
 - 1.4 BIDDER CLARIFICATIONS**
- 2.0 EVALUATION CRITERIA**
- 3.0 MANDATORY EVALUATION CRITERIA**
- 4.0 POINT RATED EVALUATION CRITERIA**
- 5.0 BASIS OF SELECTION**
- 6.0 REFERENCE PAGE**



SECTION 3: FINANCIAL PROPOSAL

- 1.0 TERMS OF PAYMENT**
- 2.0 BASIS OF PAYMENT**
- 3.0 METHOD OF PAYMENT**

SECTION 4: CFIA CONTRACT TERMS AND CONDITIONS *EXAMPLE ONLY*

- 1.0 DEFINITIONS**
- 2.0 AGREEMENTS**
- 3.0 CFIA REPRESENTATIVES**
- 4.0 CONTRACTOR REPRESENTATIVES**
- 5.0 LEGAL JURISDICTION**
- 6.0 TERMS OF THE SERVICE CONTRACT AND DURATION OF THE WORK**
- 7.0 CONTRACT AMOUNT AND TERMS OF PAYMENT**
 - 7.1 BASIS OF PAYMENT
 - 7.2 INVOICING INSTRUCTIONS
 - 7.3 INCOME TAX ACT
 - 7.4 ACCEPTANCE OF THE WORK
 - 7.5 PAYMENT DUE DATE
 - 7.6 FINANCIAL ADMINISTRATION ACT
 - 7.7 GST/HST
 - 7.8 CFIA's LIABILITY
 - 7.9 PRICE CERTIFICATION
- 8.0 OWNERSHIP OF COPYRIGHT AND INVENTIONS**
- 9.0 DISPUTE RESOLUTION**
- 10.0 HEALTH AND SAFETY**
- 11.0 SECURITY**
- 12.0 ADDITIONAL CONDITIONS (IF APPLICABLE)**

ANNEX A TERMS OF REFERENCE



Section 1
RFP TERMS AND CONDITIONS

1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to seek proposals for developing national facility & construction safety manual.

2.0 REVISION OF THE DEPARTMENTAL NAME

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

3.0 PROPOSALS DELIVERY INSTRUCTIONS

Proposals must be submitted by facsimile or email.

The proposals **must be received by the time and date indicated** on the cover page.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted.

4.0 BID FORMAT

Proposals submitted in response to this RFP must be accompanied with a signed bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.

5.0 LOWEST BID

The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.

6.0 VALIDITY OF BID

Bids will remain open for acceptance for a period of not less than **90** days from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.

7.0 LANGUAGE

Bid documents and supporting information may be submitted in either English or French.

8.0 APPLICABLE LAW

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as **CONFIDENTIAL**.

10.0 PROPOSAL PREPARATION INSTRUCTIONS

It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage.

10.1 PREPARATION OF TECHNICAL PROPOSAL

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology.



10.2 PREPARATION OF FINANCIAL PROPOSAL

This section of the proposal shall include a cost summary of the services required as detailed in section 3. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 ENQUIRIES – SOLICITATION STAGE

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

Enquiries must be in writing.

Enquiries must be received prior to 15:00 hours, Ottawa time, **(two) 2 days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency
Procurement and Contracting Service Centre
59 Camelot Drive
Ottawa, Ontario K2E 1B9

Attention: Lisa Lacasse
Telephone: 613-773-7383
Fax: (613) 773-7615
E-Mail: lisa.lacasse@inspection.gc.ca

13.0 PROPOSAL AND PRE-AWARD COST

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

No cost incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

14.0 PROCUREMENT BUSINESS NUMBER

For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada revenue Agency Business Number.

All Canadian suppliers are required to have a PBN prior to contract award in order to receive a CFIA contract. In exceptional circumstances, CFIA may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.

Suppliers may register for a PBN in the Supplier Registration Information (SRI) service online at the Contracts Canada internet site at: <http://contractscanada.gc.ca>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.



For non-Internet registration, contact the Contracts Canada Info Line at 1-800-811-1148 or (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

15.0 PRICE SUPPORT

The CFIA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, as determined by CFIA at the time of the request:

- a) Current published price list;
- b) paid invoices for like items (like quality and quantity) sold to other customers;
- c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

16.0 RIGHTS OF THE CFIA-ACIA

16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:

- a) Without any cost to CFIA, submit questions or conduct interviews to seek clarification or verify any or all information provided by the Bidder with respect to the RFP. The CFIA will provide 48 hours to allow Bidders to respond.
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with one or more Bidders or any or all aspects of its proposal;
- d) Accept any proposal in whole or in part without prior negotiation;
- e) Cancel and/or re-issue this RFP at any time;
- f) Award one or more contracts, if applicable;
- g) Retain all proposals submitted in response to this RFP;
- h) Not accept any deviations from the stated terms and conditions;
- i) Incorporate all or any portion of the Terms of Reference, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING RECOURSE IS PRESENT:

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
 - i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
 - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
 - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
 - iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and



conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

17.0 FINANCIAL STATEMENTS

In order to confirm a Bidder's financial capability to perform the subject requirement, the CFIA reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.

Should the Bidder provide the requested information to the CFIA in confidence while indicating that the disclosed information is confidential, then the CFIA will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

18.0 AMENDMENT

No amendments to this RFP shall be deemed valid unless effected by a written amendment issued by the CFIA.

19.0 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work to the fulfillment of this requirement.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from said person (or the employer of said person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

19.1 WORK FORCE REDUCTION PROGRAMS

As a result of the implementation of various programs to reduce the public service, Bidders 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 early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- 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.

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 beginning the contract.

This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax and of Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

For the purpose of this solicitation, former public servants are defined as:

- a) An individual
- b) An individual who is 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.

20.0 STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from such person (or the employer of such person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

During the bid evaluation, the Bidder 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 Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal for further consideration.

20.1 FORMER FEDERAL PUBLIC SERVANTS

The Bidder must identify all individuals, officers and employees assigned to the bid/proposal that are former federal public servants in receipt of a pension of any department or agency of the Public Service of Canada.

21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

The Bidder hereby certifies that all of the information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be accurate.

Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described therein.

Should a verification by CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from RFP as being in default and terminate it accordingly.

22.0 INDEPENDENT SERVICES

It is understood and agreed that the personnel which will be provided to perform the services set forth in the proposal are and will remain the Bidder's employees or resources providing independent services to the Agency and nothing in this RFP shall be read or construed as constituting such personnel as employees or servants of the Agency.

23.0 SUBSTANTIATION OF ALLEGATIONS

The CFIA reserves the right to ask the Bidder to substantiate any claims made in the proposal.



The CFIA reserves the right to verify any allegations or substantiations and to declare the bid non-responsive for any of the following reasons:

- a) Unverifiable or untrue statements;
- b) Unavailability of any person(s) proposed on whose statement of education and experience the CFIA relied upon in determining the successful bidder.

24.0 SECURITY REQUIREMENTS

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: N/A

11.1 Requirements for the Access of the Laboratory Facility/Site:

11.2 The Contractors personnel requiring access to specific areas of the Laboratory facility/site will be escorted at all times by CFIA personnel or a designate.

11.3 As and where requested by CFIA personnel, the Contractors personnel shall submit a local proof of identity (by means of photo ID) prior to admittance to the facility/site.

11.4 The CFIA reserves the right to deny access to any facility/site, or part thereof, of any Contractors personnel at any time.

25.0 SITE VISIT/JOB SHOWING-N/A

Mandatory: N/A	Non-Mandatory:N/A
Date and	
Address:	

26.0 EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity (FCP EE) requires that Canadian organizations bidding for federal government contracts, \$200,000.00 and over, make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared "Ineligible Contractor" by Human Resources Development - Labour (HRDC - Labour) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations (currently \$25,000, including all applicable taxes), either as a result of finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the Program for a reason other than reduction in their workforce. Any bid from ineligible contractors will not be considered for award.



- a) The program requirements do not apply to organizations which:
- () have fewer than 100 permanent part-time and/or full time employees across Canada or;
 - () are a federally regulated employer.
- (Please check the appropriate item above if applicable)**
- b) If the bidder's organization does not fall within the parameters of items above, the program requirements do apply and, as such the bidder is required to submit a duly signed Certificate of Commitment as referenced below, or its Certificate number confirming its adherence to the program.

In all cases, the bidder is required to produce evidence of supporting information on demand, if such evidence is not provided with its bid. Under no circumstance will a contract be awarded to an organization that does not comply with the requirements of the FCP EE, unless it is exempt from the Program.

NOTE:

- The FCP EE applies to Canadian-based bidders only.
- The Certificate of Commitment, criteria and other information about the FCP EE, are available in the Standard Acquisition Clauses and Conditions Manual, Section 2, and on the PWGSC Internet site at: <http://www.pwgsc.gc.ca/sacc/choice-e.html>

27.0 SET-ASIDE FOR ABORIGINAL BUSINESS
N/A

28.0 CONFLICT OF INTEREST

CFIA has employed the assistance of private sector Bidders in the preparation of this solicitation. Responses to this solicitation from any such bidders or with respect to which such bidders is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.



Section 2
SELECTION METHODOLOGY
TECHNICAL EVALUATION

1.0 TECHNICAL PROPOSAL

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein.

1.1 MANDATORY EVALUATION CRITERIA:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

1.2 POINT RATED EVALUATION CRITERIA:

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (months and years) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

1.3 CERTIFICATIONS:

N/A

1.4 BIDDER CLARIFICATIONS:

The Bidder warrants that clarifications shall be made available upon request within two calendar days of a request by the CFIA. If the bidder does not provide any required information within the time limit requested, its proposal will be considered non-responsive and will receive no further consideration.

2.0 EVALUATION CRITERIA

Bidders should use the main headings below under the Mandatory Evaluation Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.



3.0 MANDATORY EVALUATION CRITERIA
The mandatory evaluation criteria of this RFP are:

ITEM #	MANDATORY CRITERIA	PROPOSAL PAGE #	FOR CFIA USE ONLY	
			PASS	FAIL
3.1	The bidder must have experience with facility management operations			
3.2	The bidder must have experience creating a safety procedure manual in real property.			

4.0 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain an overall minimum pass mark of **38.5 points** out of a maximum of **55 points** in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

ITEM #	POINT RATED CRITERIA	SUPPORTING INFORMATION	PROPOSAL PAGE #	FOR CFIA USE ONLY
				Total Points Achieved
4.1	<p>Evaluation of the proposed work plan (Total 25 points) The Bidder SHALL:</p> <p>a) indicate the approach and methodology that will be used by the bidder (10 points)</p> <p>b) provide a step by step timetable of work required along with milestones (5 points)</p> <p>c) indicate the human resources proposed: - level of competence (5 points) - a contingency plan for handling potential problems (5 points)</p>	<p><i>5 Very strong evidence that the criteria assessed is present.</i> <i>4 Strong evidence that the criteria assessed is present.</i> <i>3 Evidence that the criteria assessed is present at an acceptable level</i> <i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i> <i>1 Strong evidence that the factor assessed is not present.</i></p>		/25
4.2	<p>Evaluation of the Firm (Total 20 points) The bidder SHALL:</p> <p>a) provide a description of the firm's history and related experience (10 points)</p> <p>b) describe the technical capability of the firm - language, systems, software, and facilities used (5 points) - quality/control plan (5 points)</p>	<p><i>9-10 Very strong evidence that the criteria assessed is present.</i> <i>7-8 Strong evidence that the criteria assessed is present.</i> <i>5-6 Evidence that the criteria assessed is present at an acceptable level</i> <i>3-4 Some evidence that the criteria assessed is present but not at an acceptable level.</i> <i>1-2 Strong evidence that the factor assessed is not present.</i></p> <p><i>5 Very strong evidence that the criteria assessed is present.</i></p>		/20



		<p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		
4.3	<p>The Bidder SHALL:</p> <p>a) provide examples of two (2) projects with similar scope of work within the last five (5) years.</p> <p>Each project is to be supported by reference. Please provide their contact information (5 points per project for a total of 10 points)</p>	<p><i>5 Very strong evidence that the criteria assessed is present.</i></p> <p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		/10
Grand total out of points				/55
Minimum Overall Pass mark of 38.5 points (70%)				

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP; and
- b) Obtain an overall minimum pass mark of **38.5 points** out of a maximum of **55 points (70%)**;

Selection of the successful bidder for each position shall be determined on the ratio of technical merit: **70%** and cost **30%** to determine the best value.

The highest technically scored proposal is allocated the maximum points of 70 and the other technical proposals are prorated accordingly. The lowest priced technically responsive proposal is allocated the maximum points of 30 and the other technically responsive proposals are prorated accordingly. The Bidder with the most point (technical merit and cost) is considered as the proposal representing the best value.



Formula:

$$\frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 + \frac{\text{Lowest Bidder Price}}{\text{Bidder's Price}} \times 30$$

Example Only:

Description	Bidder A	Bidder B	Bidder C
Bidder Technical Points Received	70	60	50
Bidder Proposed Price	\$75,000	\$80,000	\$70,000

Final Evaluation Score Calculation:

Bidder	Points for Technical Score	Points for Price	Total Points
Bidder A	$(70 / 70) \times 70 = 70$	$(70,000 / 75,000) \times 30 = 28$	98
Bidder B	$(60 / 70) \times 70 = 60$	$(70,000 / 80,000) \times 30 = 26.25$	86.25
Bidder C	$(50 / 70) \times 70 = 50$	$(70,000 / 70,000) \times 30 = 30$	80

In this example, **Bidder A** will be recommended for Contract award.

6.0 REFERENCE PAGE - EXAMPLE
N/A



Section 3
FINANCIAL PROPOSAL

1.0 TERMS OF PAYMENT

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

The total estimated amount of GST and HST is to be shown separately. Proposals will be assessed on an FOB destination basis.

2.0 BASIS OF PAYMENT

For this RFP, the Bidder must submit a firm amount to perform the work described herein, plus applicable taxes.

Amount	Taxes	Total all-inclusive price

The above amount will be broken down, showing the labour rate for each resource as well as an itemized list of expenses.

***The contracting amount shall not exceed \$85,000.00 excluding of HST.**

3.0 METHOD OF PAYMENT

Invoicing to be paid on a monthly basis for actual time spent in the performance of the work set out in the Annex A Terms of Reference.



Section 4

CFIA CONTRACT TERMS AND CONDITIONS

*****EXAMPLE CONTRACT ONLY*****

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

1. DEFINITIONS

1.1 For the sole purpose of this Service Contract the parties agree that:

“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

2. AGREEMENT

2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:

- 2.1.1 These Articles of Agreement;
- 2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;
- 2.1.3 The document attached hereto as Appendix “A” and entitled “Terms Of Reference”;
- 2.1.4 The request for proposal, where applicable; and
- 2.1.5 The Contractor’s Proposal dated <date> and attached hereto as Appendix “B”.

2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.

2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: <http://sacc.pwgsc.gc.ca/sacc/>

2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.

2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.

3. CFIA REPRESENTATIVES

3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:

Lisa Lacasse 613-773-7383



or such other person as may be designated by the CFIA.

- 3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix "A" of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>
or such other person as may be designated by the CFIA.
TBD at contract award

4. **CONTRACTOR REPRESENTATIVES**

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Terms of Reference under the direction and control of <if applicable>

5. **LEGAL JURISDICTION**

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario, Canada

6. **TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK**

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the date of contract award.

6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the 31st day of March 2014.

7. **CONTRACT AMOUNT AND TERMS OF PAYMENT**

7.1 **Basis of Payment - Firm Price**

Subject to the terms and conditions of this Service Contract and in consideration for the satisfactory performance of the Work, the CFIA shall pay to the Contractor the firm amount not in any circumstances to exceed \$<amount in numbers> plus applicable taxes.

7.2 **Method of Payment**

Payment by CFIA shall be made as follows:

Invoicing to be paid on monthly basis for actual time spent in the performance of the Work set out in the Terms of Reference.



7.3 Invoicing Instructions

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA
<Address>

Attention of: <project authority>

7.4 Income Tax Act

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip. Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

- 7.4.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal
- 7.4.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company ;
- 7.4.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;
- 7.4.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

7.5 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

7.6 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

7.7 Financial Administration Act

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an



appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

7.8 GST/HST

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

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 and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

7.9 CFIA's Liability

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

7.10 Price Certification

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.

7.10.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.

7.10.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.

8. OWNERSHIP OF COPYRIGHT AND INVENTIONS

8.1 All intellectual property, intellectual property rights or other similar property or property rights, in whatever format produced by the Contractor or Contractor representatives in the performance of the Work, hereinafter "Intellectual Property", shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA. For greater clarity, all prototypes, including but not limited to those subject to intellectual property protection, and inventions produced, developed or first reduced to practice by the Contractor or Contractor representatives in the performance of the Work shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA.

8.1.1 The Contractor shall notify the CFIA in writing of any intellectual property, shall provide full details of the intellectual property and shall account fully to the CFIA in respect of the intellectual property. The Contractor or the Contractor representatives shall have no right or rights in the Intellectual Property except as expressly provided for in this Service Contract. Neither the Contractor nor the Contractor representatives shall divulge or such Intellectual



Property other than as required in the performance of the Work under this Service Contract.

8.1.2 The Contractor shall assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and this Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to the Contractor.

8.1.3 The Contractor shall ensure that the Contractor representatives assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and the Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to Contractor or to the Contractor representatives.

8.2 All Intellectual Property subject to copyright shall bear the following copyright notice once their use is approved by the CFIA:

© 2013 Her Majesty in Right of Canada (Canadian Food Inspection Agency).
All rights reserved. Use without permission is prohibited.

9. DISPUTE RESOLUTION

- (a) The parties shall first attempt to resolve disputes arising in connection with this Service Contract through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of thirty (30) working days unless resolved earlier. The parties may agree to an extension of the (30) working day period upon agreement in writing by each party.
- (b) All disputes, questions or differences arising in connection with this Service Contract which cannot be resolved by the parties as set out in section 9(a) shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least twenty (20) days unless resolved earlier. The parties may agree to an extension of this twenty (20) day period upon agreement in writing by each party.
- (c) All disputes, questions or differences arising in connection with this Service Contract, which the parties cannot resolve themselves through direct negotiations or the Appropriate Dispute Resolution efforts discussed in paragraph 9(b), shall be finally settled by binding arbitration.
- (d) The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
- (e) The arbitration shall be in accordance with the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55 and shall take place in Ottawa, Ontario.
- (f) The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary, shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.



(g) This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this Article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

10. HEALTH AND SAFETY

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.

11. SECURITY

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: N/A



Terms of Reference

Development of Facility & Construction Safety Manual

Canadian Food Inspection Agency
Laboratory Portfolio

Laboratory Planning & Operations Office
59 Camelot Dr.
Ottawa, Ontario
K1A 0Y9



Introduction

1.1 Request for proposal

- You are invited to submit, to the Canadian Food Inspection Agency, a proposal within the terms of the following document to provide the services required for the preparation of a National Facility & Construction Safety Manual.

1.2 Project Identification

- The CFIA have identified a need to define and harmonize the safety requirements and procedures for all facility management and construction-related activities within CFIA's laboratories. The primary goal of this document is to establish and consolidate all accountabilities and associated procedures for Facility Managers, facility staff and on-site contractors to safely work at CFIA facilities.

1.3 Project's main objectives

- The objective of this document is to serve as a pro-active strategy that will protect the Agency from legal or liability risks while also increasing the safety and protection of Agency employees, visitors, tenants and on-site contractors.
- The document will consist of two main areas of focus;
 - Facility Safety: identifies the necessary procedures and processes to be followed by CFIA's Facility Management Team and their staff. This will highlight the responsibilities, tasks and procedures to be performed, as well as, any mandatory or beneficial certification and/or training.
 - Construction Safety: Development of a training and awareness section for contractors and consultants in order to provide them with all necessary information regarding Occupational Health and Safety (OHS), as well as, emergency procedures and processes of the facility where they will be located. Additionally, this section will aid in the development of any agreements and standards between CFIA Real Property and any contractor/consultant companies.



1.0 Pre-qualification requirements

1.1 Coordination

- The prime consultant is responsible for coordinating the work of all consultants and ensuring the document presented meets the requirements identified in the Scope of Work. It will be his responsibility to sub-contract other capable consulting services as required to meet the outlined deliverables.

1.2 Experience

- Policy knowledge and/or operational experience in regards to National facility management
- Experience with the development of real property compliance instruments and documentation for federal departments or agencies.

2.0 Scope of services

2.1 Services required during all phases of project

- The Consultant will attend the start-up meeting and provide meeting minutes. Start-up meeting will focus on further outlining the roles and responsibilities of all parties, explaining general procedures when working with CFIA and project specific issues. The Consultant must submit an updated schedule, plans and procedures outlining the steps required to complete the work described in this document.
- The Consultant will organize project meetings where issues related to the project can be discussed with the project team.
- The Consultant will attend all project meetings and provide meeting minutes. Allow for regular bi-weekly meetings during planning, to provide information and receive feedback on the progress of the project.
- The Consultant will identify any challenges, constraints, or significant issues in writing to the Project Leader: Kim Buckland, CFIA.



2.2 Services required during Planning and Analysis

- The Consultant will be required to review and analyze current and existing procedures in order to fully comprehend the building functions and ensure that all procedures adhere to the pertinent compliance instruments.
- The Consultant will arrange to visit or communicate with CFIA, as required, in order to fully comprehend the program / building functions and develop the necessary procedures.
- The Consultant will be responsible for generating a list of required information and documentation pertinent to the project. CFIA will be responsible for collecting, gathering and delivering the required information.
- The Consultant will generate all programming and analysis documentation in MS Word format. The final version of this document will be released only after a full review has been conducted and approval has been given from the Project Leader.
- The Consultant will provide a schedule based on the selected option, forecasting the work to be completed, incorporating all aspects of the project from the initial design phase, through contracting and construction.

2.3 Deliverables

- The Consultant will allow for four (4) bound hard copies of the draft documents (66% and 99% draft versions) in addition to an electronic version.
- The Consultant will provide fifteen (15) bound copies (three ring binder format) and an electronic copy of the Final version.
- The Consultant to provide CD-ROM containing electronic versions all documents, sections, cover pages, appendices, tables, charts, digital pictures, and any other information contained in the final documents.

3.0 Issues



3.1 Electronic communications

To improve the communication speed and to reduce paperwork, all team participants must be able to communicate electronically by:

- E-mail to CFIA (e-mail addresses will be provided)
- Forwarding electronic files (documents to CFIA as attachments in e-mail)
- Using software deemed compatible by CFIA (including Word or Word Perfect, Excel, and Access, and others subject to approval)

3.2 Existing documentation

- Review/Analysis of any existing documentation before inclusion of procedures/processes. These documents will be provided by CFIA's project team to the Consultant.
- The Consultant is expected to refer to existing material throughout the development of the documentation, however, should note that these documents should not be the sole reference or source material used.
- The on-site CFIA authorities will arrange visits to suit all parties concerned.

3.3 Site access

The Consultant will have access to the necessary sites during regular business hours by pre-arranging times with the Project Leader at least 72 hours in advance.

4.0 Changes to scope

Advise the Project Leader of any changes, detailing the extent and the reasons for the changes. Changes may include directions that conflict with previous ones or that requires the reworking of previously approved submissions. The Consultant shall obtain written approval from the Project Leader before proceeding.



5.0 Acceptance

All work carried out under the conditions of the Terms of Reference must be performed to the satisfaction of the CFIA. Should the work or any portion thereof not be satisfactory, the CFIA has the right to reject or require its correction before payment is authorized.

6.0 Codes and standards

The documentation must take into account and maintain compliance with the standing requirements of the Government of Canada, and such other laws, codes, acts, regulations, etc. as may be applicable. The latest edition of each document shall apply.

7.0 Roles and responsibilities of key project team members

7.1 Consultant

- The Consultant shall be responsible for verifying the needs of the CFIA and incorporating those needs into the required project deliverables.
- The particular responsibilities of the Consultant have been set out in these Terms of Reference.
- The Consultant shall establish and maintain, throughout the duration of the project, a team capable of effectively delivering the services described in this document within the time frame and assigned budget agreed to by the Project Leader, and in accordance with the approved plan.
- The Consultant shall ensure that no member of their Project Team, including sub-consultants and specialists, grants interview(s) with the media regarding this project. Both formal and informal interviews shall be permitted only when authorized in writing and coordinated in advance by the Project Leader.
- Upon execution of the contract, the Consultant shall be responsible for producing all work described in the consultant contract and in this document, in a conscientious and professional manner.



7.2 Project Leader

The Project Leader is the "Departmental Representative" directly concerned with this project and responsible for the delivery of the project within the pre-established parameters of scope, quality, budget and schedule.

The Project Leader has the following responsibilities:

- Principal contact on issues relating to the delivery of this project;
- Controlling and monitoring overall progress of the project;
- Establishing, with the client, the procedures, approval process and time frames to be adhered to;
- Managing multidisciplinary teams of departmental professionals and consultant(s);
- Evaluating the consultant services following completion of the project;
- Participating in meetings to ensure design deliverables are consistent with the scope of work and reviewed and approved as outlined in the established procedures;
- Identifies and coordinates with key individual contacts for the duration of the project (end user groups, facilities staff, security, data, telephone, health and safety, and others as required);
- Reviews, provides comments and obtains approvals on the consultant's work within 10 working days of receipt of documentation;
- Assists in the development and the delivery of a communication plan and addresses internal communications.