





REQUEST FOR PROPOSAL – COVER SHEET	
TITLE: French and English language training for Canadian Food Inspection Agency's (CFIA's) senior management and executive level employees. DATE OF RFP: December 24 th , 2014	
Contracting Officer: Karine Chretien	Telephone: (613) 773-7606 Facimile: (613) 773-7615
ADDRESS FOR PROPOSAL DELIVERY: Email Submissions: Karine.Chretien@inspection.gc.ca Mail Submission: Canadian Food Inspection Agency Bid Receipt Office 1400 Merivale Road Ottawa, Ontario K1A 0Y9	
Attention: National Procurement & Contracting Service Centre (NPCSC) Ref. No K0029 Note: If bid is delivered in person, the Shipping and Receiving Unit is accessible to the loading dock behind Tower 2.	
Solicitation closes at: 14:00 hours local time (Ottawa, Ontario) On: February 6th, 2014	
The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. 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. 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.	
This Request For Proposal consists of the following: i. This cover page; ii. Section: 1 RFP Terms and Conditions; iii. Section: 2 Selection Methodology; iv. Section: 3 Statement of Work v. Section: 4 Financial Proposal; vi. Section: 5 Contract Terms and Conditions. vii. Annex: I Federal contractors program for employment equity - certification	
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 _____



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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 services related to the provision of French and English language training for Canadian Food Inspection Agency's (CFIA's) senior management and executive level employees.
- 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 PW/GSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).
- 3.0 PROPOSALS DELIVERY INSTRUCTIONS**
Proposals submitted by facsimile or other electronic means will not be accepted.
The proposals **must be received** at the address on the cover date **by the time and date indicated**.
The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will be returned unopened.
It is imperative and mandatory that the Bidder use a double sealed envelope system when submitting the bid.
The envelopes containing the proposals must be properly sealed and identified with the Bidder's name, return address, the RFP reference number (in large bold print) and the RFP closing date and time.
The Bidder sending proposals by courier are asked to include the RFP reference number on the mailing address label of the courier envelope.
- 4.0 BID FORMAT**
Proposals submitted in response to this RFP must be accompanied with a signed original of the 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. Bidders are requested to send their proposal in three (3) separate sections as follows:
- | | | |
|--------------------|--------------------------------|------------------------------|
| Technical Proposal | (4 hard copies or 1 soft copy) | “with no reference to price” |
| Financial Proposal | (1 hard copy or 1 soft copy) | |
| Certifications | (3 copies or 1 soft copy) | |
- 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 in section 3.
- 10.2 PREPARATION OF FINANCIAL PROPOSAL
Costs shall not appear in any other area of the proposal except in the Financial Proposal section.
This section of the proposal shall include a cost summary of the services required as detailed in section 4.
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, 7 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 K1A 0Y9

Attention: Karine Chretien
Telephone: (613) 773-7606
Fax: (613) 773-7615
E-Mail: Karine.Chretien@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 Statement of Work, 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 (ERJ) 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

This Security Clearance is required at Bid closing – See cover page for the closing date.

Security Clearance:

Reliability: X	Confidential:	Secret:	Top Secret:	Other:
File number, name and date of birth:				

All resources used under any resulting contract must possess a valid Federal Government security clearance at the level of "Reliability"

An electronic version of a Security Clearance application is available at the following Treasury Board Secretariat website: http://www.tbs-sct.gc.ca/tbsf-fsct/tbsf-fsct_e.asp#security

For Reliability clearance please fill in the "Personnel Screening, Consent and Authorization Form" (TBS/SCT 330-23e). For all other clearances, please fill in the "Personnel Screening, Consent and Authorization Form" (TBS/SCT 330-23e) and "Security Clearance Form" (TBS/SCT 330-60e)

26.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/fis/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

25.0 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:

Bidders must submit the certifications specified in Section 1 of this RFP with their proposal or within two calendar days of a request by the CFIA. Demonstration of compliance with all items in Section 1 is mandatory prior to the issuance of any resulting contract. If the bidder does not provide any required information within the time limit requested, their proposal will be considered non-responsive and will receive no further consideration.

Compliance with the certifications the Bidder provides to Canada is subject to verification by CFIA during the proposal evaluation period (prior to contract awarded) and after contract award. The Contracting Authority shall have the right to ask for additional information to verify the Bidder's compliance to the applicable certification made knowingly, or any failure to comply with certifications or comply with request of the Contracting Authority for additional information will render the proposal non-responsive.

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 and Point Rated 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:

	Mandatory technical criteria (MT)	Cross reference to proposal
MT1	The supplier must demonstrate that the proposed teaching resources have, at a minimum, an undergraduate degree from a recognized Canadian university.	
MT2	The supplier must demonstrate that the proposed teaching resources have a minimum of three (3) years of experience teaching French or English as a second language to federal public servants.	
MT3	The supplier must have existed for at least three (3) years and have provided part-time and/or full-time language training in French or English in the past three (3) years to federal public servants.	
MT4	The supplier must submit an up-to-date résumé for each proposed teaching resource.	
MT5	The supplier must demonstrate that the proposed resources have a valid Reliability security clearance. A copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required	
MT6	The supplier must demonstrate that it has the ability to provide distance training through a video conference system.	
MT7	The supplier must submit a sample progress report written at the end of the training that reflects a teacher's classroom observations of a learner.	
MT8	The supplier must submit an example of a weekly plan for a group course and/or an individual course.	



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 a minimum pass mark of 60% for each point rated evaluation criteria and an overall minimum pass mark of 100 points out of a maximum of 160 points in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

Point-Rated Technical Criterion	Rating Guide	Minimum and Maximum Points	Cross Reference to Proposal
RT1 The proposed teaching resources have a university degree with a specialization in linguistics, literature, French, English, education or any other discipline related to language training.	4 points will be awarded for each resource evaluated, up to a maximum of 20 points	Max : 20 Min : 12	
RT2 The proposed teaching resources have given language training to EX candidates (senior managers) in the past three (3) years.	5 points will be awarded for each resource evaluated, up to a maximum of 30 points	Max : 30 Min : 18	
RT3 The proposed teaching resources have given language training at the B and C levels in the past three (3) years.	5 points will be awarded for each resource evaluated, up to a maximum of 30 points	Max : 30 Min : 18	
RT4 The proposed teaching resources have experience in preparing for the Public Service Commission's second-language tests (reading comprehension test, written communication test and oral proficiency test).	English resources: 10 points per resource Max.: 30 Min.: 20	Max : 50 Min : 30	
	French resources: Max.: 20 Min.: 10		
RT5 The proposed teaching resources have experience teaching the Canada School of Public Service's second-language training path (PFL2 B and C) and are able to integrate the use of technologies into their teaching.	5 points will be awarded for each resource evaluated, up to a maximum of 30 points	Max : 30 Min : 18	
Total		Min.: 100 Max.: 160	

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP;
- b) Obtain a minimum pass mark of 60% for each point rated evaluation criteria; and
- c) an overall minimum pass mark of 100 points out of a maximum of 160 points;

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.

Example of Best Value Determination

The highest combined number of points (70% of the score for the point-rated requirements and 30% of the score for the price)

Bidder	Bidder 1	Bidder 2	Bidder 3
Total score for the point-rated technical criteria	88	82	92
Evaluated bid price	C\$50,000	C\$55,000	C\$60,000
Calculation	Score for Technical Merit	Score for Price	Combined Rating
Bidder 1	88 / 100 x 70 = 61.6	50,000* / 50,000 x 30 = 30	91.6
Bidder 2	82 / 100 x 70 = 57.4	50,000* / 55,000 x 30 = 27.27	84.67
Bidder 3	92 / 100 x 70 = 64.4	50,000* / 60,000 x 30 = 25	89.4

These are hypothetical figures. This is merely an example of how we will determine best value for the CFIA.

(* represents the lowest evaluated price



6.0 REFERENCE PAGE - EXAMPLE

The bidder must provide the page number for all criteria, example as follows:

MANDATORY CRITERIA	Page number in proposal
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____

POINT RATED CRITERIA	Page number in proposal
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____
-	_____



Section 3

STATEMENT OF WORK

1. TITLE

French and English language training for Canadian Food Inspection Agency (CFIA) employees.

2. BACKGROUND

The Canadian Food Inspection Agency (CFIA) is Canada's largest regulatory agency. Its mandate is to protect Canadians from preventable health risks, protect consumers through a fair and effective food, animal and plant regulatory regime that supports competitive domestic and international markets, sustain the plant and animal resource base and contribute to the security of Canada's food supply and agricultural resource base. The development and continuous learning of CFIA leaders are two essential factors in ensuring that the Agency is able to adapt to change and innovate in the future.

Second language training in Canada's official languages is provided for federal public servants in accordance with the provisions of the Official Languages Act. The CFIA requires French and English language training services for senior managers and National Management and Leadership Development Program (NMLDP) participants for the period from November 1, 2013, to March 31, 2016. Most CFIA employees requiring access to these training services are employed in the National Capital Region (NCR). The Contractor will use a videoconference system to serve employees working outside of the NCR.

3. Scope

3.1. Training location

Training services will be provided at the candidates' work locations, i.e., 1400 Merivale Street, 1431 Merivale Street, 59 Camelot Street or 159 Cleopatra Street in Ottawa. CFIA employees working outside of the NCR may participate in the training remotely via the videoconference system, as provided by the contractor.

3.2. Training schedule

Courses may be given in the morning, during the lunch hour, in the afternoon, in the evening or on the weekend, based on the candidates' needs. If courses fall on a statutory holiday, the Contractor must make up the missed hours the following week.

3.3. Training type

The Contractor must be able to provide clients with private or group training (French or English as a second language). There must be no more than six (6) candidates per group course.

For courses of two hours or more, the Contractor must provide a ten (10) to fifteen (15) minute coffee break.

The Contractor will provide training in French and in English as a second language to help candidates prepare for reading comprehension (RC), written communication (WC) and oral proficiency (OP) tests. Some candidates have only one expired profile, while other candidates have two or three. Some of our learners may require training to maintain their proficiency level.

Once the language training is complete, learners who must meet the language requirements of a position will be required to demonstrate that they are proficient in the second language at the required level by taking the Public Service Commission (PSC) of Canada tests. These tests are administered by the PSC or by the federal institution that has obtained a delegation of authority from the Commission to administer them. The Contractor must schedule the test date in advance, make the necessary arrangements for candidates to take the second language test and inform learners of the test date.

If the Contractor feels that a candidate is not ready to take the Second Language Evaluation (SLE) test, the Contractor must notify the CFIA at least 40 days in advance so that alternative arrangements can be made. The CFIA may decide to provide the candidate with more hours of training so that he or she can achieve the required profile.

Should a candidate fail to meet the required language objectives during the SLE test, the CFIA may ask the Contractor to provide the candidate with additional hours of training so that he or she can achieve the required language profile upon retaking the test. The Contractor is responsible for making the necessary re-test arrangements and providing the information to the learner and the designated learning advisor.

At any time, the CFIA learning advisor may conduct classroom teacher observations.

For the purposes of this contract, two thousand six hundred and fifty (2,650) hours of French or English as a second language training may be used. These 2,650 hours will be divided into four (4) blocks of six hundred and twenty (620) hours each. This means that the CFIA will release funds for a first 620-hour block of training after the contract is signed.

After eighty per cent (80%) of the 620 hours of the first block, i.e., 496 hours, have been used, the Agency may release another block of 620 hours for additional needs, and so forth. This means that the Agency may not use the full 2,650 hours.

Therefore, the Contractor must be very flexible with regard to the speed at which the block will be used and the total number of hours of this contract.

4. Tasks

The Contractor will:

- Use a communicative approach, i.e., encourage learners to express themselves in their second language, maximize candidates' speaking time, have candidates practice the material taught in meaningful communication situations, use genuine documents and adjust the correction of errors on the basis of activity objectives.
- Use adult education principles, i.e., outline the objectives of each activity, provide feedback on strengths and areas for improvement, and take into account the needs and interests of candidates, as well as different learning styles, while conducting the activities.
- Use additional activities to enhance the material taught, keeping the objective in mind.
- Meet with candidates at the start of the training to identify objectives and expectations.
- Assess the learner and provide an observation report outlining the strengths, areas for improvement and number of hours needed to achieve the required language profile. The assessment report must be submitted no later than one month after the candidate's training has begun.
- Provide hard copy and/or electronic materials and all other materials required by learners as part of their language training. The CFIA may provide markers, dictionaries and Béscherelles as needed.
- Teach training paths B and C of the Canada School of Public Service's French as a second language program (PFL2 B and C). PFL2 A-B is designed to enable the learner to achieve Level B proficiency and consists of forty (40) training objectives. PFL2 C is designed to enable the learner to achieve Level C proficiency and consists of two (2) preparatory sessions and four (4) modules.
- Prepare personalized follow-up plans targeting each learner's areas for improvement. The Contractor must provide candidates with a copy of the follow-up plan and update it on a regular basis.
- Help candidates prepare for the written tests (RC and WC) and provide oral proficiency test preparatory sessions (French and English as a second language) and development courses as needed.
- Provide an attendance report signed by the learner and the teaching resource with each invoice submitted monthly to the CFIA learning advisor. Partial and full-day absences must be clearly indicated in the attendance report.
- Notify the learning advisor of any problems that arise during the language training (absenteeism, frequent tardiness, early departures, difficulties with other learners or teaching resources, etc.).
- Inform the learning advisor of any teacher's sudden or extended absence and send in a substitute to teach the material to be covered.
- Inform the learning advisor and the learner when a new teacher will be assigned.
- At the end of the session, the teaching resource will prepare a progress report indicating his or her observations and send it to the CFIA learning advisor no later than 30 days after courses have ended.

5. Administration

5.1. Working days

The working day will depend on the candidates' immediate needs. French as a second language or English as a second language courses may be given in the morning, during the lunch hour, in the afternoon, in the evening or on the weekend, based on the schedule agreed upon at the outset by the Contractor and the candidate. If courses fall on a statutory holiday, the Contractor must make up the missed hours the following week.

5.2. Statutory holidays

For the purposes of this contract, "statutory holiday" refers to any of the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day or National Patriots' Day (Fête de Dollard), June 24 or the first Monday in August (depending on the Contractor's province of work), Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

5.3. Daily schedule

For the purposes of this contract, "calendar day" refers to any working day or day of rest, excluding federal statutory holidays, in accordance with the clause above.

5.4. Cancellation Period

Participant cancellations or requests to reschedule will be accepted at no charge if a written notification is received at least 48 hours prior to the lesson date.

5.5. Cancellation/absence Fees

Participants who do not attend the lesson or who cancel or reschedule after the cancellation date will be invoiced for 75% of the fees for the lesson.

Substitutions will be accepted for a scheduled lesson. It is the responsibility of the participant to find an eligible substitute, notify the supplier of the change and to ensure that the substitute participates in their place. Participants should consult their Training Coordinator to find an eligible substitute.



6. Deliverables

6.1. The Contractor will submit monthly invoices and attendance reports to the CFIA learning advisor at the end of each month.

6.2. Progress report

The teacher must complete a progress report for each participant and provide the learner and the identified user's project authority with the results no later than five (5) calendar days following the end of each month of training.

The progress report must include, but not be limited to, the following:

- participant's name
- teacher's name
- training period (from: _____ to: _____)
- location
- number of hours
- course objectives
- material covered/language points worked on
- overall assessment (poor/average/good/very good)
- message clarity/consistency
- appropriate use of grammar
- understanding
- pronunciation
- ease/flow
- vocabulary
- communication strategies
- self-correction
- learning pace
- written communication
- reading comprehension
- language points to improve or work on
- other comments (if necessary)

The Contractor must provide the project authority with a progress report template within thirty (30) calendar days of the language training contract being issued. The progress report must include the elements listed above for the purposes of review and approval by the project authority.

6.3. Attendance report

The Contractor's representative must provide the project authority with a monthly attendance report within ten (10) calendar days following the first day of each month and on the project authority's request.

The attendance report must include, but not be limited to, the following:

- month of the monthly attendance report
- daily schedule
- session (fall, winter, spring, summer) and year
- target language
- group number and level (if applicable)
- training room
- name(s) of the participant(s) and teacher
- dates of absences (or tardiness, early departures and late cancellations)
- respective designated user
- signatures of the participant(s) and teacher and signature date

The Contractor must provide the project authority with a monthly attendance report template within thirty (30) calendar days of the contract being issued. The monthly attendance report template must include the elements listed above for the purposes of review and approval by the project authority.



SECTION 4
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 CFIA's estimated budget for this requirement is under \$320,000.00, exclusive of taxes.

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 firm unit pricing as well as the quantities for each item described below. The unit pricing will be exclusive of applicable taxes.

Item(s)	Hourly Rate		Maximum Quantity	Evaluated Price (A + B)
	French training (A)	English training (B)		
Initial Training block			620	
Optional training block 1			620	
Optional Training block 2			620	
Optional Training block 3			620	

3.0 METHOD OF PAYMENT

Progress payments to be paid on a monthly basis for actual time spent in the performance of the work set out in the SOW in Section 3.



SECTION 5
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 “Statement of Work”;

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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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:

Karine Chrétien (613) 773-7606

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 #> **(To be provided at contract award)**

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

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 Statement of Work> 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 1st day of March, 2014

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- 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 28th day of February, 2017.
- 6.3 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional 620 hour blocks under the same conditions. The Contractor agrees that, for the exercised training blocks of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7. CONTRACT AMOUNT AND TERMS OF PAYMENT

7.1 Basis of Payment - Time and Material

Subject to the terms and conditions of this Service Contract and in consideration for the Satisfactory performance of the Work, the CFIA shall pay the Contractor a sum not in any circumstances to exceed \$<amount in numbers> plus applicable taxes. The CFIA shall pay the following unit prices not to exceed the quantities specified only for the items stated. Daily fees, if applicable, are based on 7.5 hours. For work performed for a duration of more or less than 7.5 hours a day, the time charges will be protected to cover the actual time worked. There is no allowance for overtime. Fees are inclusive of costs related to administrative and clerical support, supplies, equipment and administrative expenses necessary to accomplish the work.

Travel and other expenses if applicable shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as the accuracy of such claim.

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 Appendix "A".

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.

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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:

© 2014 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.

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- (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:

- X Reliability
- _____ Confidential
- _____ Secret
- _____ Top Secret
- Other: _____