



REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Warehousing, Distribution and Printing services for seed tags throughout Canada.

DATE OF RFP: July 23rd, 2014

Contracting Officer:
Karine Chretien

Telephone: (613) 773-7606
Facimile: (613) 773-7616

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 J0104

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: September 3rd, 2014

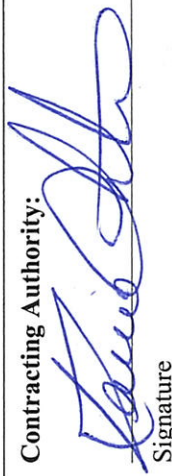
The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives 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: 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: warehousing, distribution and printing services for seed tags in pinfeed and single versions for various locations (consignees) throughout Canada.
- 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 submitted by facsimile or other electronic means will 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 **120 of 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:
- 10.1 PREPARATION OF TECHNICAL PROPOSAL
 - Technical Proposal (4 hard copies or 1 soft copy)
 - Financial Proposal (1 hard copies or 1 soft copy)
 - Certifications and Samples of Tags (4 hard copies or 1 soft copy)
 - 10.2 PREPARATION OF FINANCIAL PROPOSAL
 - PREPARATION OF TECHNICAL PROPOSAL
 - PREPARATION OF FINANCIAL 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.
- 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, **5 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 Chrétiens
Telephone: (613) 773-7608
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 Buy and Sell internet site at: <https://buyandsell.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 418 ("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

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 "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)

25.0 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/lis/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.



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 and Section 2, 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 and Section 2 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 Criteria	Reference to proposal
M1	The Bidder must demonstrate previous experience on two completed projects that are similar in nature, scope and size, including timely delivery to multiple destinations across Canada. The Bidder must provide a reference for each of the two (2) projects. Each reference must include reference contact name, title, phone numbers, email addresses and a brief description of the services the resource provided to the client.	
M2	The Bidder must demonstrate the capability of providing its services in both official languages of Canada (French and English). A letter from a previous client must be submitted with the bid stating that the bidder's services were supported in both English and French.	
M3	The Bidder must accept payment by Credit Card (Mastercard or Visa).	
M4	The Bidder must demonstrate it owns warehouse facilities which are suitable, accessible, dry and secure as described within Annex A – Statement of Work.	
M5	The Bidder must have the required warehousing space available for CFIA inventory as of the contract award date	



#	Mandatory Criteria	Reference to proposal
M6	The Bidder must have in place a computerized inventory management system. The computerized inventory management system must be able to track elements such as: <ul style="list-style-type: none"> -CFIA Item Number, -Brief description of item -Packaging unit of measure -Monthly quantity utilization -Quantity in Inventory -Location in Warehouse (if it is more than one site) 	
M7	The Bidder must provide an up to date résumé for both the Project Manager and the back-up Project Manager with their bid.	
M8	The Bidder is to provide proof of the material and colours to be used for the printing of the tags with their bid.	
M9	The Bidder must hold a valid RELIABILITY level security license, granted or approved by CIISD at the date and time of proposal submission. A copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required	

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 70% for each point rated evaluation criteria and an overall minimum pass mark of 70 points out of a maximum of 100 points in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

Criteria	Point Rated Criteria and Rating Scale	Reference to proposal
PR1 Contractor Experience & Capacity (40 points)		
PR1.1	The Bidder's demonstration of their experience in performing the work that is similar in nature to the work described in Section 3, Statement of Work. (10 points max) <ul style="list-style-type: none"> • 5 projects or more = 10 points • 4 projects = 7 points • 3 projects = 3 points • 2 projects = 0 points 	
PR1.2	The Bidder's demonstration of their capability and the capacity to handle the work described in Section 3, Statement of Work. (10 points max) <ul style="list-style-type: none"> • 5 projects or more = 10 points • 4 projects = 7 points • 3 projects = 3 points • 2 projects = 0 points 	
PR1.3	The Bidder shall demonstrate that they have been operating warehouse facilities that fit the specifications in the Statement of Work as described in section 5.0, 5.1 and 5.2. (10 points max) <ul style="list-style-type: none"> • >6 years = 10 points • >5 years up to 6 years = 8 points • >4 years up to 5 years = 6 points • >3 years up to 4 years = 4 points • >2 years up to 3 years = 2 points • <= 2 years = 0 points 	
PR1.4	Quality Control Systems and Procedures for Quality Control. (10 points max) <ul style="list-style-type: none"> • ISO 9001 Certification = 10 points • Other or Internal Form of Quality Control Systems and Procedures for Quality Control = 5 points • No Quality Control Systems and Procedures for Quality Control = 0 points 	
PR2 Evaluation of Personnel (30 points)		
PR2.1	The qualifications and experience of the proposed Project Manager (resumé). (15 points max) <ul style="list-style-type: none"> • >10 years = 15 points • >9 years up to 10 years = 12 points • >8 years up to 9 years = 9 points • >7 years up to 8 years = 6 points • >6 years up to 7 years = 3 points • <= 6 years = 0 points 	



Criteria	Point Rated Criteria and Rating Scale	Reference to proposal
PR2.2	<p>The qualifications and experience of the backup Manager (resume). (10 points max)</p> <ul style="list-style-type: none"> • >6 years = 10 points • >5 years up to 6 years = 8 points • >4 years up to 5 years = 6 points • >3 years up to 4 years = 4 points • >2 years up to 3 years = 2 points • <= 2 years = 0 points 	
PR2.3	<p>The qualifications and experience of all other personnel involved in the provision of client services such as warehousing, distribution, printing, inventory control, invoicing and reporting. This is demonstrated by the firm's experience to provide warehousing, distribution, printing, inventory control, invoicing, and reporting support services to their client's organization. (5 points max)</p> <ul style="list-style-type: none"> • >6 years = 5 points • >5 years up to 6 years = 4 points • >4 years up to 5 years = 3 points • >3 years up to 4 years = 2 points • >2 years up to 3 years = 1 points • <= 2 years = 0 points 	
PR3 Approach and Methodology (30 points)		
PR3.1	<p>The bidder shall demonstrate that it has provided warehousing, distribution and printing services for seed tags in pinfeed and single versions for various locations throughout Canada as described in Section 3, Statement of Work. Each project must be at least 6 months in duration. (10 points max)</p> <ul style="list-style-type: none"> • 5 projects or more = 10 points • 4 projects = 8 points • 3 projects = 6 points • 2 projects = 4 points • 1 project = 2 points • No projects = 0 points 	
PR3.2	<p>The Bidder is to describe their approach to providing the services described in Section 3, Statement of Work including (10 points max):</p> <ol style="list-style-type: none"> a) inventory control (2 points) b) work plan and scheduling (2 points) c) warehousing (2 points) d) reporting (2 points) e) replenishment and the provision of quality and courteous service (2 points) 	
<p>GRAND TOTAL POINTS: Max: 90 Min: 63</p>		

References must be used for all evaluation criteria described in section 4.1, 4.2 and 4.3. Reference checks may be conducted by the CFIA Contracting Authority and/or Project Authority.

A site visit prior to contract award may be required in order to confirm that the warehousing facilities are acceptable and to confirm claims and statements made in the technical proposal. In the event of discrepancies between claims and statements and the physical facilities, the CFIA reserves the right to revisit its technical rating and its final scores. If the no. 1 ranked Bidder is unacceptable, the no. 2 ranked Bidder will be visited.



5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- i. Meet all the mandatory evaluation criteria of this RFP;
- ii. Obtain a minimum pass mark of 70% for each point rated evaluation criteria; and
- iii. an overall minimum pass mark of 63 points out of a maximum of 90 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.

[The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.]

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%) - EXAMPLE			
Bidder :	Bidder A Resource	Bidder B Resource	Bidder C Resource
Overall Technical Score(out of 70%)	65	55	53
Bid Resource Price	\$60.00	\$55.00	\$50.00
Calculations	b) Price Points (out of 30%)		
Bidder A Resource	a) Technical Merit Points (out of 70%)		
	65	$((\$50^* - \$60^{**})/\$50^*) + 1 = 0.8$ $0.8 \times 30^{***} = 24$ price pts	89 points Winner
Bidder B Resource	55	$((\$50^* - \$55^{**})/\$50^*) + 1 = 0.9$ $0.9 \times 30^{***} = 27$ price pts	82 points
Bidder C Resource	53	$((\$50^* - \$50^{**})/\$50^*) + 1 = 1$ $1 \times 30^{***} = 30$ price pts	83 points
			a)+b)=Total Score

* the lowest evaluated price (bidder C in this example)

** the respective bidders own bid price

*** the maximum price points available



SECTION 3 **STATEMENT OF WORK**

1.0 Title

CFIA requires warehousing, distribution and printing services for seed tags in pinfeed and single versions for various locations (consignees) throughout Canada.

2.0 Background

The use of Official Seed Tags is a requirement under the Seeds Regulations; every lot of pedigreed seed sold in Canada must be labelled with an Official Seed Tag either "issued or approved" by the Canadian Food Inspection Agency (CFIA). The CFIA provides tags to Registered Seed Establishments (RSE's), who may use the tags under the supervision of the CFIA. The tags are used for both the domestic and international movement of pedigreed seed.

3.0 Objective

The purpose of this contract is the supply of warehousing, distribution and printing services for CFIA in various locations throughout Canada. Warehousing services include the provision of suitable, accessible, secure space for storage of tags. Distribution services include printing, labeling, inserting, sealing, gathering, packing and sorting to prepare tags for mailing and shipping.

The Contractor will provide production, restocking, warehousing, printing, inventory management and distribution services as detailed in this Statement of Work. It is understood that the inventory of tags is contractor funded. One warehouse location is required for all Inventory items.

4.0 Term of Contract

The contract will be for a period of 2 years with three one year options. Quantities (see Appendix "B") are estimates only based upon previous usage.

5.0 Warehousing

Warehousing services will consist of the provision of suitable, accessible, dry, secure space for storage of tags.

The contractor will provide all the necessary material handling equipment and warehouse aids necessary for efficient and safe handling of the tags.

The Contractor will maintain the warehouse as a secure environment and the site shall be supervised or locked at all times. The warehouse will be equipped throughout the life of the contract with an alarm system for after hours security.

5.1 Warehouse Facility

The warehouse must conform to the following minimum requirements:

- Temperature must be maintained, at all times, above the freezing point.
- Humidity must be controlled to ensure that paper products will not be damaged while in storage.
- Tags must be stored on pallets, bins or shelves, as appropriate for the inventory item.
- Tags must be protected by a sprinkler system and proper fire extinguishing equipment.

5.2 Warehouse Relocation

The Contractor must give CFIA a minimum of 30 days notice if the location of the warehouse is to be changed or any logistics operations are to be changed affecting the contract operations during the term of the contract. The Contractor will be responsible for any additional shipping costs caused by the relocation for the remainder of the contract.

The Contractor must also provide CFIA with a transition plan indicating how services will be maintained at the required service levels during and after the transition to a new facility.

6.0 Distribution Services

Distribution services will include picking, packing, addressing and shipping material, to the requisitioners.

Specifically, the Contractor will :

- Receive orders from Requisitioners, label, insert, seal, gather, pack and sort to prepare tags for mailing and shipping requested items in an undamaged state to delivery address designated by Requisitioners. Distribution may consist of single or multiple types and quantities of tags.
- The Official Seed tags must be delivered to the destination(s) within the time frame requested by the Requisitioner (minimum 3 weeks from order placement).
- The Contractor will maintain an order receiving office on a national basis, during the hours of 8:00 am to 5:00 pm, Eastern Time, Monday to Friday. The service is not required on National Statutory holidays.
- The Contractor must be capable of receiving orders by e-mail and fax. Services must be available, at all times, in both Official Languages of Canada.

7.0 Destination

Distribution services will be required on a national basis. The consignee code listing (Appendix A) is for information only and is subject to change.

Regional offices will provide delivery addresses with each order and multiple delivery addresses are possible within each region.



8.0 Proofs

The Bidder is to provide proofs of the material and colours to be used for the printing of the tags with their bid.

9.0 Printing

CFIA requires seed tags in pinfeed and single versions for distribution to various locations (consignees) throughout Canada.

The Contractor will provide the proofs listed below within 14 business days of contract issue.

Tags

Stock: **Mandatory**

SKXC, Clay coated 2 sides, 10 mil. 150 lb., 24 x 36 - 500, white, blue, yellow, lilac, green, red, orange, grey

Conditions: **This specification is not negotiable.** Within 14 days calendar days of contract issue, the Contractor

must provide the following:

- i. Evidence, in the form of a letter to CFIA, that the stock being used for the purposes of meeting this contract matches the mandatory stock specification in this Section. A letter from the **stock manufacturer** of said stock, issued on company letterhead and certifying that the composition of said stock is the same as the specification above, must also be provided.
- ii. 25 proofs of each tag with swatches of paper stock to show quality weight and colour are to be forwarded to:

Canadian Food Inspection Agency (CFIA)
Seed Section
59 Camelot Drive, Ottawa, ON K1A 0Y9
Attention: Arvind Vasudevan

Failure to meet these conditions will result in immediate termination of the contract as per PWGSC 2035 General Conditions, Item 28 Default by Contractor".

Printing:

Tags to withstand weather conditions such as direct sunlight, heat, humidity, rain and snow. Tags to have life expectancy of at least five years.

All tags printed two sides tumble.

Perforations to be resistant enough to pass through the printing machines and to be not too hard on tearing off. The Bidder will make sure that slot and perforation is accepted by the CFIA Technical Authority.

Continuous tags with pinfeed holes are not to have the corners cut and are to be printed without eyelets.

Pinfeed hole strips on both ends are not to be perforated. Tags must have centre slot and Dennison Dialset slot: slot locations at every 2 1/2 inches.

Pinfeed tags are to be 5 3/4 inches by 2 1/2 inches, single tags are to be 5 1/4 inches by 2 1/2 inches. Size variations in tags will not be accepted.

Parcelling:

Box in 1,000 tags, cartons of 10,000 tags. Boxes and cartons are to be labelled to indicate which tags they contain. The number of tags per box shall be accurate.

Ink:

Black, blue, red, purple.

Delivery:

All cartons are to be shipped to the Canadian Food Inspection Agency, at the addresses indicated during the annual requisition of Official Seed Tags.

Please note the "type" shown for tags CFIA 0029, 0030, 0035, 0046 and 0048, indicate a difference in printing requirement for the purpose of this RFP. The "type" is not to be printed on the tag.

CFIA 0029 - Type A Red stock with black ink, with words "Inner Label – Étiquette Interne" printed across in open face type ½ inch high and screened 10% in black.
Pinfeed

CFIA 0029 - Type B Red stock with black ink.
Pinfeed

CFIA 0030 - Type A White stock and black ink, with words "Inner Label - Étiquette Interne" printed across in open face type ½ inch high and screened 10% in black.
Pinfeed

CFIA 0030 - Type B White stock and black ink
Pinfeed

CFIA 0031 Light blue stock and dark blue ink (from choice of Pantone Matching System numbers 278C, 283C, 284C, 290C, 291C, 297C)
Pinfeed
Singles



CFIA 0032	White stock and black ink Pinfeed
CFIA 0033	Lilac stock and purple ink (from choice of Pantone Matching System numbers 251C, 256C, 257C, 263C, 264C, 270C) Pinfeed
CFIA 0034	White stock and red ink Pinfeed
CFIA 0035 - Type A	Dark blue stock and black ink with words “ Inner Label – Étiquette Interne ” printed across in open face type ½ inch high and screened 10% in black. Pinfeed
CFIA 0035 - Type B	Dark blue stock and black ink. Pinfeed
CFIA 0036 -	Yellow with black ink (120C, 121C, 122C, 127C, 128C) Pinfeed
CFIA 0037	White stock and blue ink Pinfeed
CFIA 0038	Green stock and black ink (347C, 361C, 362C, 363C) Pinfeed
CFIA 0039	Orange stock and black ink (1485C, 1495C) Pinfeed
CFIA 0040	Light blue stock and dark blue ink (from choice of Pantone Matching System numbers 278C, 283C, 284C, 290C, 291C, 297C) Pinfeed
CFIA 0046 - Type A	White stock and black ink, with words “ Inner Label - Étiquette Interne ” printed across in open face type ½ inch high and screened 10% in violet stripe diagonally across Pinfeed
CFIA 0046 - Type B	White stock and black ink, and screened 10% in violet stripe diagonally across. Pinfeed
CFIA 0048 - Type A	Grey Stock with black ink with words “ NOT FINALLY CERTIFIED - NON-CERTIFIEES DEFINITIVEMENT ” printed diagonally across in open face type ½ inch high and screened 10% in black.
CFIA 5627 -	Light blue stock and dark blue ink (from choice of Pantone Matching System numbers 278C, 283C, 284C, 290C, 291C, 297C) Pinfeed Singles

Delivery: All cartons are to be shipped to the CFIA, at the addresses indicated in the Appendix A. Please note that Appendix “A” is subject to change as indicated in Section 3, Item 7.

10.0 Inventory

Delivery quantities may decrease, destinations and dates will vary. Orders will be placed on an as and when required basis. See attached Appendix “B” for CFIA historical usage of forms printed in the past. The Contractor must maintain inventory levels (sufficient) to respond to client requisitions. Should the Contractor print a large quantity of tags (and store the tags) and the number of tags requisitioned by the CFIA is lower than what was printed by the Contractor, CFIA is not obliged to buy the remaining tags (excess inventory) from the Contractor at the end of the contract. Appendix “A” Address List (Consignee Code Listing) is for information only and is subject to change.

*Note official seed tags are Government of Canada forms, excess tags will have to be disposed of appropriately under the direct supervision of a CFIA inspector at the Contractor’s cost.

Note: The seasonal nature of the use of the tags.

11.0 Security

The Contractor will limit access to CFIA facilities to the Contractor’s regular resources engaged in providing warehousing services, distribution services, printing services and, as arranged, to authorized CFIA personnel.

The Contractor will maintain the warehouse as a secure environment and the site shall be supervised or locked at all times.



The warehouse must be equipped throughout the life of the contract with an alarm system for after hours security. The Contractor will permit random on site visitation by CFIA personnel for the purpose of inspecting CFIA's secure material. Visits will be during the Contractor's normal working hours of operation.

12.0 Insurance Requirements

The Contractor must at all times during execution of the contract, maintain Public Liability and Property damage Insurance in an amount of not less than \$2,000,000 per accident or occurrence. The insurance will be in the name of the Contractor and in the name of Canada. The policies must provide that, if Canada sustains loss from a risk insured against under the policies in circumstances, which give Canada cause of action against the Contractor, the policies shall protect Canada in the same manner as they would any other claimant. The Contractor must provide proof (to the Contracting Authority see Section 1, Item 11) to have Commercial and General Liability Insurance in the amount of \$5,000,000.

The Contractor must upon award of contract provide the department with a certificate of insurance from the insurer stating that the required insurance is in effect and that CFIA has been named as an additional insured with the cross liability clause to apply. CFIA is to be given at least 30 days notice of any policy changes, and these changes must not reduce the coverage below that specified above.

The Contractor is liable to CFIA for any loss of or damage to material that is supplied or placed in the care, custody and control of the Contractor by CFIA for use in connection with this contract, whether or not that loss or damage is attributable to causes beyond the Contractors control.

13.0 Payment & Invoicing Instructions

The contractor will charge each consignee directly. A packing slip and invoice must be issued for each order.

Upon the satisfactory delivery of the tags, the consignee will authorize payment representing the actual number of tags received. CFIA will pay after delivery and acceptance either by Master Card or VISA for all transactions under \$10,000 (GST included).

14.0 Computerized Management System

The Contractor must have in place a computerized inventory management system.

The system must be capable of producing reports indicating:

- CFIA Item Number
- Brief description of item
- Packaging unit of measure
- Monthly quantity utilization
- Quantity in Inventory
- Location in Warehouse (if it is more than one site)

Reports are to be sent to the Project Manager identified in the resulting contract.

15.0 Contract Termination - Transition Process

At the completion of the Contract or upon termination of the contract the Contractor shall :

- Meet with the Contracting Authority identified in Section 1, Item 11.
- Any excess tag inventory will have to be disposed of appropriately (at the Contractor's expense) under the direct supervision of a CFIA inspector. The Contractor agrees not to reprint any tags upon termination of the contract without prior approval from CFIA.
- Upon completion or termination of the contract, the Contractor agrees not to reprint any of the inventory items without prior permission from CFIA.

16.0 Inventory Management / Replenishment

The Contractor must have in place an approach to inventory replenishment, which will ensure a secure, quality, cost-effective, timely, inventory replenishment process.

When replenishing inventory, the Contractor shall ensure the quality of the replacement product meets or exceeds that of the previous product. CFIA will refuse to accept poor quality product and require replacement or correction at the Contractor's expense.

17.0 Reports

Reports will be required on a monthly basis. Reports shall be sent electronically (as e-mail attachment) to the Project Manager identified in the resulting contract.

Monthly :
Inventory report
Usage trend analysis
Monthly transaction summary - Details on this report on all transaction within the month (Client, date, quantity, site, etc)
Detailed expenditure report

18.0 Project Manager

The Contractor will designate a Project Manager to act as a single point of contact for CFIA enquiries and to develop and maintain lines of communication with the representative of CFIA.



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 for this requirement, including option periods, is of approximately \$150,000.00, before 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 a **firm all-inclusive price** per quantity of 1,000 in Canadian funds, (GST extra), shipping extra, FOB destination for the performance of the work described in Section 3. (Refer to Appendix "B" herein for estimated quantities of tag types).

Year 1 and 2:

Quantity	Firm all inclusive price per thousand / FOB Destination	Taxes	Total all-inclusive price
1 - 50,000	\$	\$	\$
50,000 - 2 million	\$	\$	\$
2 million - 5 million	\$	\$	\$
Over 5 million	\$	\$	\$

Option #1 - Year 3:

Quantity	Firm all inclusive price per thousand / FOB Destination	Taxes	Total all-inclusive price
1 - 50,000	\$	\$	\$
50,000 - 2 million	\$	\$	\$
2 million - 5 million	\$	\$	\$
Over 5 million	\$	\$	\$

Option #2 - Year 4:

Quantity	Firm all inclusive price per thousand / FOB Destination	Taxes	Total all-inclusive price
1 - 50,000	\$	\$	\$
50,000 - 2 million	\$	\$	\$
2 million - 5 million	\$	\$	\$
Over 5 million	\$	\$	\$

Option #3 - Year 5:

Quantity	Firm all inclusive price per thousand / FOB Destination	Taxes	Total all-inclusive price
1 - 50,000	\$	\$	\$
50,000 - 2 million	\$	\$	\$
2 million - 5 million	\$	\$	\$
Over 5 million	\$	\$	\$

*Note based upon Appendix "A" (shipping destinations) and parcelling in boxes of 1,000 tags and carton of 10,000 tags the Contractor is to submit current shipping prices separate.

3.0 METHOD OF PAYMENT

The Contractor must issue invoices for each consignee. Invoices shall include transaction cost by title, tag #, quantity shipped and client name and address.

CFIA will pay for services rendered by MasterCard or VISA for all transactions under \$10,000 (including GST). Over this threshold the Contractor will be paid by cheque.



4.0

DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-about:fa-suj:acia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

www.fpsgsc-pwgsc.gc.ca/recgen/xt/depot-deposit-eng.html



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 #>

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 <day> day of <month>, 200<year>.

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 <day> day of <month>, 200<year>.



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:

- a) By Acquisition Card (**Mastercard**) for all orders received that are under \$10,000 (including GST).
- b) Invoices are to be paid for the performance of the Work set out in Appendix "A" for all orders over \$10,000.00 (including GST).

7.3 **Direct Deposit**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-about/ifa-sujet/afia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1).

Additional information is available at:

www.lpsgc-pwpsc.gc.ca/recgen/xt/depot-deposit-eng.html

7.4 **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>

7.5 **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:

7.5.1 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 code;

7.5.2 the legal status of the Contractor, that is, without limiting the following, individual, unincorporated business or corporation, limited company ;

7.5.3 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;

7.5.4 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.

7.6 **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.

7.7 **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.

7.8 **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.



7.9 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.

7.10 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.

7.11 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.

7.11.1 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.

7.11.2 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 under the terms of this Contract through direct negotiation between their representatives who have authority to settle such disputes within thirty (30) working days of receipt of a written invitation to negotiate. The parties may agree to an extension of the thirty (30) working day period in writing.

(b) In the event that the parties are unable to resolve the dispute through negotiation as outlined in section 9(a), the parties can agree to submit the dispute to mediation or any such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken within twenty (20) working days from the day of initiation. The parties may agree to an extension of the twenty (20) working-day period in writing. The parties agree to share the cost of mediation equally.

(c) The parties can agree to submit any outstanding issues remaining from direct negotiation, mediation or any other dispute resolution to binding arbitration pursuant to the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55.



- (d) The parties shall agree on a single arbitrator within thirty (30) calendar days of the decision to proceed to binding arbitration. In the event that the parties cannot agree on an arbitrator, the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed. The arbitration shall take place in Ottawa.
- (e) The Parties agree to share the cost of arbitration equally. Notwithstanding, the arbitrator shall be authorized to require any party to pay the whole or part of the cost. 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.
- (f) As an alternative to the above standard alternative dispute resolution process mentioned at paragraphs a),b),c),d),e), the parties have the option of raising issues or concerns with this solicitation with the Office of the Procurement Ombudsman.
- (g) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.
- (h) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

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: _____

12. ADDITIONAL CONDITIONS – OPTION PERIODS

In accordance with CFIA's RFP # J0104, Section 3 Statement of Work, Item 4.0 Term of Contract, CFIA has the right to renew the contract for three one year option periods.



ANNEX "A"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer (http://www.labour.gc.ca/eng/standards_equity/index.shtml) being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [*temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students*]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) in place with HRSDC-Labour.

< **OR** >

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
< **OR** >
- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

