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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: Laundry Services
- 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 must be submitted electronically by email to:
Roohneet.Sandhu@inspection.gc.ca
- The proposals **must be received** at the email address on the cover date **by the time and date indicated**.
- 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 **220 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	(1 soft copy) "<u>with no reference to price</u>"
Financial Proposal	(1 copy)
Certifications	(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, **3 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: **Roohneet Sandhu**
Telephone: **(613)-773-7739**
Fax: **(613) 773-7615**
E-Mail: **Roohneet.Sandhu@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 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_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equality/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 and Section, 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 (MT)	Mandatory Technical Criteria (MT)	Met	Cross Reference To Proposal
MT1.1	The Bidder must have a minimum of four (4) years demonstrated of experience in the laundry and garment rental industry.		
MT1.2	The Bidder must have the capacity to supply all required garments as specified in section 2.1 of the Statement of Work (SOW).		
MT1.3	The Bidder must demonstrate the methodology for the following: -transportation; -drop off/pickup of garments (must be once a week before 2 pm); -provide details of how organization of garments will be performed once dropped off to the lab.		
MT1.4	The Bidder must provide two (2) references from client organizations comparable in size and scope to CFIA for which they provided laundry services. For the (2) references the bidder must provide the name, telephone number and locations serviced. (Note: This criterion will be further assessed at RT2)		
MT1.5	The Bidder must have an automated inventory control and invoicing system capable of generating monthly, consolidated and detailed reports and invoices capable of responding to CFIA requirement.		
MT1.6	<u>Sample of Garments:</u> The Bidder must provide samples of all garments for CFIA evaluation and acceptability as indicated in the SOW. The required samples are : -lab coats (long with front pockets and snap buttons -lab shirt (short sleeve with snap buttons -lab pants (snap buttons with zipper) The garments provided must be of quality material and a blend of cotton and polyester. Delivery address for the sample garments must be sent to: Jean-Yves Kennedy 2222 rue Commerciale		



	St-François, NB E7A 1B6		
	Garments must be sent in before bid closing.		

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 49 out of a maximum of 70 in order to be considered responsive

The point rated evaluation criteria of the RFP are:

Rated Criteria (RT)	Rated Technical Criteria (RT)	Maximum Points	Scoring Guideline	Cross Reference To Proposal
RT1	Evaluation of the Firm (Maximum 15 points)			
RT1.1	Bidder should demonstrate its experience in providing laundry services to clients with similar operational requirements: any more than 4 years; service provided for garments; delivery garments.	10	10 points - 5 + years experience 5 points - 4-5 years experience 0 points - under 4 years experience	
RT1.2	The bidder identifies names/s of hypo-allergenic environmentally friendly (that inflict reduced, minimal, or no harm at all, to the environment cleaning products that the garments washed in. Provide details of such products use.	5	3 points - provide names of product/s 2 points - providing details	
RT2	Level of Service/Reference Check (Maximum 20 Points for each reference = Total of 40 points)			
This evaluation will be based on two (2) reference checks with current or previous clients of the proposing firm. Client name and current phone numbers must be provided. The clients references provided should be for service to a client of similar and scope to this requirement.				
RT2.1	In your opinion how are the vendor's method of repair and/or replacement of defective garments.	2	2 points - Excellent 1 point - Fair 0 point - Poor	
RT2.2	In your opinion how is the vendor's quality control method of inspection for defective garments.	2	2 points - Excellent 1 point - Fair 0 point - Poor	
RT2.3	In your opinion how is the vendor's process of initial outfitting.	3	3 points - Excellent 2 point - Good 1 point - Fair 0 point - Poor	



RT2.4	In your opinion how did you find the vendor's accuracy in invoicing and reporting?	3	3 points - Excellent 2 point - Good 1 point - Fair 0 point - Poor	
RT2.5	In your opinion how is the vendor's ability to provide agreed-upon quantity of extra garments.	2	2 points - Excellent 1 point - Fair 0 point - Poor	
RT2.6	In your opinion how is the vendor's inventory controls process for: correct sizes and quantities delivered consistently.	3	3 points - Excellent 2 point - Good 1 point - Fair 0 point - Poor	
RT2.7	In your opinion how was the vendor's approach to quick inventory adjustments due to CFIA employee changes/moves.	2	2 points - Excellent 1 point - Fair 0 point - Poor	
RT2.8	In your opinion how did you find the vendor's ability to have returned garments cleaned and dried on a consistent basis?	3	3 points - Excellent 2 point - Good 1 point - Fair 0 point - Poor	
RT3	Suitability and Quality of Garments- (Maximum 4 Points)			
RT3.1	<p><u>Sample of Garments:</u></p> <p>The Bidder must provide samples of all garments for CFIA evaluation and acceptability as indicated in the SOW. The required samples are :</p> <ul style="list-style-type: none"> -lab coats (long with front pockets and snap buttons -lab shirt (short sleeve with snap buttons -lab pants (snap buttons with zipper) <p>The garments provided must be of quality material and a blend of cotton and polyester.</p> <p>Delivery address for the sample garments must be sent to: Jean-Yves Kennedy 2222 rue Commerciale St-François, NB E7A 1B6</p> <p>Garments must be sent in before bid closing.</p>	4	<p>1 points – provides lab coats (long with front pockets and snap buttons)</p> <p>1 points – provides lab shirt (short sleeve with snap buttons)</p> <p>1 points – provides lab pants (snap buttons with zipper)</p> <p>1 points – provides quality material and a blend of cotton and polyester</p>	
RT4	Overall Proposal (Maximum 5 Points)			
RT4.1	The proposal should also identify potential problem areas, solutions, and suggestions in improving the service to CFIA.	5	<p>3 points - identify potential problems</p> <p>2 points - suggests improvements</p> <p>0 points – does not identify potential problems and has no suggestions</p>	



Total Possible Score		/44	<i>(Overall minimum pass mark 29)</i>	
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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 70% for each point rated evaluation criteria; and
- c) an overall minimum pass mark of 29 out of a maximum of 44 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.

6.0 REFERENCE PAGE - EXAMPLE

The bidder must provide the page number for all criteria.



Section 3 **STATEMENT OF WORK**

Garment Rental, Laundry and Delivery Services for CFIA Nadeau/Sunnymel Establishments

1.0 Scope

To provide garment and miscellaneous item rentals, laundry, pick-up and delivery services for a variety of garments for approximately eighteen (18) employees of the Canadian Food Inspection Agency (CFIA) Establishments 248-066 (Nadeau-Sunnymel).

2.0 Requirements

- a) Inventory must be maintained to meet the requirements; set forth in SOW.
- b) Garments are to be of a quality suitable for the food industry;
- c) Minor repairs such as sewing on buttons, mending, patching and sewing seams must be done automatically by the Contractor free of charge;
- d) Garments that require major repairs or are beyond repair must be identified by the Contractor and submitted to a CFIA employee responsible for loss assessment;
- e) Garments are to be upgraded as needed or at the request of the Administrative Assistant or Supervisor (EG-05) at the service location;
- f) The Contractor will adjust sizes and/or quantities required, from time to time, as requested by the Administrative Assistant or Supervisor (EG-05) at the service location;
- g) The Contractor will provide weekly, an updated list of personnel with number and type of garment assigned to each employee;
- h) Ensure all pockets are emptied prior to laundering;
- i) The Contractor must provide a minimum of five (5) white lab coats, five (5) white short sleeve shirts, five (5) pairs of white pants for each employee;
- j) The Contractor must provide a minimum of ten (10) large towels;
- k) The Contractor will travel to each establishment twice a year (every six [6] months) to do a full inventory count and ensure that there are no service concerns;
- l) Any ink spots are to be removed, if possible, at no charge;
- m) The Contractor provides appropriate service with no breaks in service;
- n) The Contractor must provide two (2) lab coats of any other color than white or red for each employee;

2.1 Inventory

- a) Sizes xs to xxl;
- b) Three (3) lab coats of any color other than white or red, eight (8) white lab coats per employee, eight (8) white short sleeve shirts, eight (8) pairs of white pants;
- c) Male and female sizes (shapes) to allow for proper fitting without excessive bagginess or extra length;
- d) Snap closures;
- e) The Contractor must provide garments made from modern fabric blends that are breathable durable and resistant to soiling;
- f) Lab coats are to be identified by name of employee;

2.2 Delivery

- a) Pick-up and delivery of garments must be done on a weekly basis;
- b) The schedule for garment pickup and delivery (during business hours only) must be arranged by each establishment's Administrative Assistant or Supervisor (EG-05); a CFIA official must be present when the delivery is made;
- c) The cleaned and pressed garments must be returned to each establishment on hangers;
- d) The Contractor must respond to inventory adjustments quickly when employees move from site to site, a new establishment opens, a worksite shuts down or an unexpected emergency arises;



2.3 Invoicing

- a) There shall be no initial inventory charge;
- b) There shall be no minimum pickup/delivery charges, so no fuel surcharge. All pickup and delivery charges are to be included in the unit prices;
- c) The Contractor will produce a pickup slip to be kept by the client. The Contractor's delivery slips for cleaned items must be signed by the CFIA;
- d) The Contractor must have an accounting system that can provide detailed invoices and usage reports per site;
- e) Damaged garments are replaced at the Agency's expense only when the Agency is responsible for the damage to the items. The Contractor must replace the item at no charge when the item is unusable as a result of normal use and/or a defect;
- f) All replacement charges for lost/damaged garments must be billed separately from the regular weekly invoices and sent to the respective office. If the garments are subsequently found, the Contractor must take them back and reimburse the CFIA;
- g) The Contractor must have a tracking system for missing garments and credit all rental charges from the time of the loss;

3.0 Reporting

The Contractor must produce detailed reports on garment use for each establishment on request.

4.0 Cleaning

The Contractor will clean garments and towels in an environmentally friendly manner using the commercial patented process to remove dirt, grime, dust, grease, ink and other usual types of industrial soil likely to be encountered in laboratories, workshops, and slaughterhouses / meat processing plants. Garments will be neatly pressed. They will be rinsed in cold water with a protein-dissolving substance to remove protein, blood stains, etc. before laundering.

5.0 Wash Formula

The procedure for washing the garments is as follows: Boil with live steam. The last three (3) rinses shall be checked for colour. If the water in the last rinse is not perfectly clear and free of products, an additional rinse must be done before the souring operation.

6.0 Representative

The Contractor will be required to assign a specific person to administer the CFIA account. This person will be the contact for all CFIA staff. Responsibilities will include responding to complaints and questions about inventories or invoicing, initiating inventory checks, advising the CFIA as soon as irregularities are identified and responding to urgent requests for garments. This condition does not change even if the Contractor uses subcontractors.

7.0 Meeting and mandatory inventory count

The Contractor and the CFIA will schedule a visit to each establishment every six (6) months to take inventory. If there are any problems with the service provided by the Contractor, the Contractor's representative will be informed. If the problems are not resolved in the next month, the CFIA reserves the right to withdraw the establishment concerned from the Contract or to simply terminate the Contract. If there is a difference between the Contractor's and the CFIA's counts, the CFIA's count will prevail. In that case, no loss charges will be requested, and the Contractor's inventory will be adjusted to match the CFIA's count



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

2.0 BASIS OF PAYMENT

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

Item	Unit Price for Initial Period of Contract	Option Year 1	Option Year 2	Grand Total
White lab coat	\$0. /garment	\$0. /garment	\$0. /garment	\$0. /garment
White short sleeve shirt	\$0. /garment	\$0. /garment	\$0. /garment	\$0. /garment
White pant	\$0. /garment	\$0. /garment	\$0. /garment	\$0. /garment
Large towel	\$0. /garment	\$0. /garment	\$0. /garment	\$0. /garment
Lab coat of any colour other than white or red	\$0. /garment	\$0. /garment	\$0. /garment	\$0. /garment
Sum of unit prices	\$0. /garment	\$0. /each	\$0. /each	\$0.____/each

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

3.0 METHOD OF PAYMENT

The Bidder will submit a payment schedule for the CFIA's consideration based on milestone payments related to stated deliverables in this RFP and the Bidder's proposal.

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.



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-aboutcfia-sujetacia/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.tpsgc-pwgsc.gc.ca/recgen/txt/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.

OR

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:

<Contract officer> <phone #>
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 <province>, 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:

One (1) lump sum payment on completion of the Work;

OR



Milestone payments according to the following schedule:
\$<amount in numbers> on delivery of <deliverable> as set out in Appendix "A";
\$<amount in numbers> on delivery of <deliverable> as set out in Appendix "A";

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-aboutcfia-sujetacia/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.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

<OR>

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:

One (1) lump sum payment after completion of the Work; or

OR

Invoicing to be paid on monthly basis for actual time spent in the performance of the Work set out in Appendix "A".

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-aboutcfia-sujetacia/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.tpsgc-pwgsc.gc.ca/recgen/txt/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
- 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:

© 200<year> 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:

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



12. ADDITIONAL CONDITIONS (if applicable)



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_equality/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_equality/index.shtml) (http://www.labour.gc.ca/eng/standards_equality/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](http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng) (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)