



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

Title - Sujet Environmental Swabbing KITS	
Solicitation No. - N° de l'invitation 39903-160529/A	Date 2016-03-17
Client Reference No. - N° de référence du client 39903-160529	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-926-70588	
File No. - N° de dossier pv926.39903-160529	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-27	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buller, Julie	Buyer Id - Id de l'acheteur pv926
Telephone No. - N° de téléphone (873) 469-3237 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Debriefings
- 1.4 Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Requisition on Contract (ROC)
- 6.5 Term of Contract
- 6.6 Authorities
- 6.7 Identified Users
- 6.8 Payment
- 6.9 Periodic Usage Report – Contract with Requisition on Contract (ROC)
- 6.10 Invoicing Instructions
- 6.11 Certifications
- 6.12 Applicable Laws
- 6.13 Priority of Documents
- 6.14 SACC Manual Clauses
- 6.15 Shipping Instructions - Delivery at Destination

List of Annexes:

- Annex A Requirement
- Annex B Mandatory Technical Criteria
- Annex C Basis of Payment
- Annex D Requisition on Contract (ROC) Sample

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de 'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

Annex E Periodic Usage Report
Annex F Complete List of Directors

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Inspection Kits and individual components to be delivered to multiple CFIA locations across Canada on an as and when required basis in accordance with the requirement at Annex "A". These Inspection Kits and kit components will be used by CFIA Inspectors to swab surfaces (either food contact or non-food contact surfaces) in manufacturing establishments in order to determine the potential risk of the manufactured foods being contaminated with pathogens, such as *Listeria monocytogenes*.

The Contractor will be responsible for assembling and shipping the required number of Environmental Swabbing Kits in accordance with Annex "A" to designated locations across Canada. The period will begin on the date the contract is awarded and end 3 years later.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (two (2) copies)
Section II: Financial Bid (one (1) copy)
Section III: Certifications (one (1) copy)

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

3.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

Confirm that you have read and understood by checking the: Yes _____

Factors for Evaluation

1. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):

a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.

b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes:_____

2. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)

3. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).

4. The Bidder must demonstrate that their manufactured kit meet the criteria detailed in Annex A Requirement, Section 2, Kit Contents by listing all the items in the kit, quantity and description of the contents, including complete formulations when applicable.

Included: Yes:_____

5. The Bidder must provide a recent* certified statement of quality control signed by the Bidder's Quality Control Officer and/or Operator, describing the quality control methods implemented to ensure sterility, as detailed below.

* recent is defined as within six (6) months of bid closing.

- i) A supplier management procedure. The procedure must include the criteria applied for selection of suppliers of critical kit components, the supplier evaluation process, how the Contractor addresses supplier non-conformance and the verification of purchased products prior to inclusion into the kits. This could include purchasing from a supplier certified to a suitable standard in lieu of verification of each lot purchased. Note: critical components would be the gloves, the swabs, the D/E neutralizing broth and the sterile sampling bags.

Included: **Yes:**_____

- ii) A procedure for the preparation and sterilization of the critical components if they are produced by the contractor.

Included: **Yes:**_____

- iii) A procedure for the manufacturing of kit components and assembly of kits. The contractor should clearly specify which kit components are purchased and which kit components are manufactured by the contractor. The procedure must include sufficient detail to ascertain who is responsible for doing each element of the procedure, when and how it is completed. It should include a requirement for records to allow trace back if there is a problem.

Included: **Yes:**_____

- iv) A procedure for quality control of the finished products and release of the materials. The procedures for quality control must address sterility of the kits materials, support for growth, and testing for inhibitory properties for each lot of kits produced. If the critical components are purchased pre-sterilized evidence of sterility from the supplier could be used in lieu of testing for sterility. The procedure for testing for inhibitory substances must be performed according to the method of Libras and Rose (1989) or another acceptable method, as described in Section 6 of MFLP-41, *Environmental Sampling for the Detection of Microorganisms, July 2010* (<http://www.hc-sc.gc.ca/fn-an/res-rech/analy-meth/microbio/volume3-eng.php>)

Included: **Yes:**_____

- v) A procedure for the accommodations and environmental conditions where the kits are manufactured and assembled. This procedure should address the actions taken to prevent contamination of the environment and the separation of incompatible activities, as applicable.

Included: **Yes:**_____

- vi) A procedure for complaints that addresses how the contractor addresses complaints from their customers.

Included: **Yes:**_____

- vii) The materials used in the kits must be of sufficient quality to allow for proper use of the kit. This includes, but not limited to: must not allow for pre-mature release of the cellulose sponge and the sticks must have sufficient strength to withstand the stress applied during use.

Included: Yes: _____

- viii) A certificate of compliance must be issued with the finished products that states which parameters were evaluated prior to release of the lot of kits to the customer.

Included: Yes: _____

- ix) The Bidder must agree to be audited by Canada at its discretion.

Agreed: Yes: _____

3.1.2 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (_____) No (_____) _____

3.1.3 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: _____

Postal Code: _____

3.1.4 Delivery (*Bidder must complete this item*)

For stocked items, within _____ calendar days from the date of the Requisition on Contract (ROC)
For non-stocked items, within _____ calendar days from the date of the Requisition on Contract (ROC).

3.1.5 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.6.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

Section II: Financial Bid

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

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

3.2 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation (without protection) 203-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Technical Criteria

The Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

The mandatory technical criteria are described in Annex B.

4.1.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any

certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

6.1.1 There is no security requirement applicable to this contract.

6.2 Requirement

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Inspection Kits and individual components to be delivered to multiple CFIA locations across Canada on an as and when required basis in accordance with the requirement at Annex "A" and Annex "B". These Inspection Kits and kit components will be used by CFIA Inspectors to swab surfaces (either food contact or non-food contact surfaces) in manufacturing establishments in order to determine the potential risk of the manufactured foods being contaminated with pathogens, such as *Listeria monocytogenes*.

The Contractor must provide: the Environmental Swabbing Kits on as an-and-when-requested basis, in accordance with Annex "A" and Annex "B" to designated locations across Canada.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Requisition on Contract (ROC)

(a) Purpose of ROC:

The goods will be ordered on as an-and-when-requested basis using a Requisition on Contract ("ROC").

(b) Process for Issuing a ROC:

6.4.1 Authorized ROCs against this Contract will be made using a duly completed form identified in Annex D by methods such as facsimile and electronic mail.

6.4.2 A ROC will be prepared by the Project Authority and sent to the Contractor.

6.4.3 The ROC will be processed in accordance with and contain the information listed in Annex C. The ROC will also include the basis of payment as specified in the Contract

(c) Authority to Issue a ROC:

Any ROC with a value less than or equal to \$40,000.00 (including GST/HST) may be issued by the Project Authority. Any ROC with a value greater than this amount must be

issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Project Authority to issue ROCs at any time.

(d) **Contents of a ROC:** The ROC must contain the following information, if applicable:

- (i) a ROC number;
- (ii) the details of any financial coding to be used;
- (iii) quantity and description of goods being ordered;
- (vi) the delivery date(s);
- (viii) the specific delivery location;
- (x) the firm unit price payable to the Contractor and

(e) **Charges for Goods under a ROC:**

The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

(f) **Delivery response time for a ROC –**

Delivery ordered through a ROC is required upon receipt of an approved ROC. Shipping is Delivery Duty Paid (DDP) Destination Incoterms 2000, in accordance with Article 14 of this Contract. The Destination will be identified in the ROC.

Delivery Schedule:

Tier 1 (1-50) – no later than 5 business days after receipt of approved ROC.

Tier 2 (51-250) - no later than 10 business days after receipt of approved ROC.

Tier 3 (≥ 251) - no later than 10 business days after receipt of approved ROC.

Emergency orders - no later than 5 business days after receipt of approved ROC.

6.5 Term of Contract

6.5.1 Period of Contract

The contract period will begin on the date of the contract is awarded and ends 3 years later.

All deliverables must be received in accordance with the delivery schedule as specified under article 6.4 (f).

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Julie Buller
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

Telephone: (873 469-3237
Facsimile: (819) 956-3814
E-mail address: julie.buller@pwgsc.gc.ca

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

6.6.2 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

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

6.6.3 Contractor's Representative *(fill in)*

The telephone number of the person responsible for:

General enquiries
Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery Follow-up
Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.7 Identified Users

The Identified User authorized to make ROC's against the Contract is: The Canadian Food Inspection Agency, Food Laboratory Program, and Food Safety Science Directorate.

6.8 Payment

6.8.1 Basis of Payment - Firm Price

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

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

6.8.2 Limitation of Expenditure - Cumulative Total of all Requisition on Contracts

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

6.8.3 Minimum Limitation of Expenditure

- 6.8.3.1** "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$50,000.00.
- 6.8.3.2** Canada's obligation under the Contract is to request goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to supply the goods described in the Contract. Canada's maximum liability for goods supplied under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 6.8.3.3** In the event that Canada does not request goods in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the goods requested.
- 6.8.3.4** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.8.4 SACC Manual Clauses

H1001C Multiple Payment

2008-05-12

6.9 Periodic Usage Report - Contract with Requisition on Contract (ROC)

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

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

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

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

Reporting Requirement- Details

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

For each authorized ROC:

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

For all authorized ROC:

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

6.10 Invoicing Instructions

6.10.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.10.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.12 Applicable Laws

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

6.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Mandatory Technical Criteria;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Requisition on Contract (ROC) Sample;
- (g) Annex E, Periodic Usage Report;
- (h) the Contractor's bid dated _____ (*insert date of bid*).

6.14 SACC Manual clause

G1005C

Insurance

2008-05-12

6.15 Shipping Instructions

6.15.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Destination, Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A

REQUIREMENT

Background

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply and delivery of Inspection Kits and individual components to be delivered to multiple CFIA locations across Canada on an as and when required basis in accordance with the requirement at Annex "B". These Inspection Kits and kit components will be used by CFIA Inspectors to swab surfaces (either food contact or non-food contact surfaces) in manufacturing establishments in order to determine the potential risk of the manufactured foods being contaminated with pathogens, such as *Listeria monocytogenes*.

1. Anticipated Quantity of Kits

CFIA estimates the minimum annual purchase of 2000 complete kits. It is estimated that Kits will be delivered across Canada as follows:

West (BC, AB, SK, and MB): 25% of orders
Ontario: 32% of orders
Quebec: 34% of orders
Atlantic (NS, NB, PEI, NFLD): 9% of orders

Tier 1: 1-50 (30% of orders)
Tier 2: 51-250 (50% of orders)
Tier 3: 251+ (20% of orders)

CFIA expects that the majority of orders will be in Tier 2, as defined in the Contract.

The CFIA estimates the minimum number of individual component orders as follows:

Individual sterile nitrile gloves (approximately 300)
Individual sterile cellulose sponge-sticks (approximately 300)

The contractor must respond to occasional emergency deliveries (ex. Foodborne illness outbreak situations or food safety investigations related to potentially contaminated food).

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

2. Assembly and Shipping of Environmental Swabbing Kits

The Contractor must assemble and ship the Environmental Swabbing Kits to the CFIA location(s) indicated in the Requisition on Contract.

The Environmental Swabbing Kits must be prepared such that the insulated container is inside the smaller cardboard box. All contents except for the sponge-sticks must be placed inside the insulated container. The smaller cardboard box must be placed inside the larger cardboard box along with the sponge-sticks. The larger box represents one fully assembled Environmental Swabbing Kit.

3. Provision of individual kit components upon request

The contractor must provide and ship requested quantities of the following individual kit components to the CFIA locations(s) indicated in the Requisition on Contract:

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

-
- 3.1 Individually packaged sterile cellulose sponge sticks (item number 3 under “Kit Contents” in section 3, above)
- 3.2 Individually packaged sterile nitrile gloves (item number 2 under “Kit Contents” in section 3, above)

ANNEX B MANADATORY TECHNICAL CRITERIA

Kit Contents

Each Environmental Swabbing Kits must include:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Reference to substantiation in the technical bid</u>
1	1	Package insert detailing kit contents, neutralizing broth ingredients, and supplier address and phone number in both French and English.	
2.	12	Sterile nitrile gloves, long cuff (9-12 inches), size: XL, individually packaged. The gloves must be packaged in such a way that they can be removed from the package and placed on one's hand without compromising sterility of the glove. The gloves must be packed flat in the packaging.	
3.	10	Sterile cellulose sponge-sticks with quick release handle, pre-moistened with 10ml sterile D/E (Dey/Engley) neutralizing broth containing; Basal Medium Tryptone 5.0g Yeast Extract 2.5g Dextrose 10.0g Sodium thioglycollate 1.0g Sodium thiosulfate (Na ₂ S ₂ O ₃) 6.0g Sodium bisulfite (NaHSO ₃) 2.5g Polysorbate 80 5.0g Lecithin (soy bean) 7.0g Bromcresol Purple 0.02g Distilled water 1.0L PH 7.6 ± 0.2 at 25°C The environmental sampling sponges must be made of biocide-free cellulose to ensure microorganism viability is preserved.	
4.	10	Sterile sampling bags measuring 6 (± 1) x 9 (± 1) inches	
5.	1	Insulated container, interior dimensions measuring 6 (± 1) x 6 (± 1) x 8 (± 1) inches to minimize the amount of space which needs to be temperature controlled during transit.	
6.	2	Hard case 6 oz freezer packs.	

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

7.	1	Large cardboard shipping box measuring 12 (± 1) x 9 (± 1) x 13 (± 1) inches.	
8.	1	Silica gel pack.	
9.	1	Small cardboard shipping box measuring 9.5 (± 1) x 8.5 (± 1) x 11.5 (± 1) inches.	
10.	1	The kits must have a minimum expiry date of one year after delivery. The expiry date must be indicated visibly on the larger box.	

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

ANNEX C

BASIS OF PAYMENT

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

	Requirement – Environmental Swabbing Kits and components of gloves and sticks.	Firm All- Inclusive Unit Price, DDP (CDN)	Volumetric Data (Estimated) *for evaluation purposes only	Total (in CDN \$)
		A	B	C = A x B

1	Contract Year 1			
1a	Tier 1 (1 to 50 Kits)		400 kits	
1b	Tier 2 (51 to 250 Kits)		1200 kits	
1c	Tier 3 (≥ 251 Kits)		400 kits	
1d	Individual sterile cellulose sponge-sticks		300	
1e	Individual sterile nitrile gloves, long cuff, various sizes		300	
Total				

2	Contract Year 2			
2a	Tier 1 (1 to 50 Kits)		400 kits	
2b	Tier 2 (51 to 250 Kits)		1200 kits	
2c	Tier 3 (≥ 251 Kits)		400 kits	
2d	Individual sterile cellulose sponge-sticks		300	
2e	Individual sterile nitrile gloves, long cuff, various sizes		300	
Total				

3	Contract Year 3			
3a	Tier 1 (1 to 50 Kits)		400 kits	
3b	Tier 2 (51 to 250 Kits)		1200 kits	
3c	Tier 3 (≥ 251 Kits)		400 kits	
3d	Individual sterile cellulose sponge-sticks		300	
3e	Individual sterile nitrile gloves, long cuff, various sizes		300	
Total				

4	Total Evaluated Price (GST/HST) excluded:	\$ _____
	(i.e., sum of: Total Contract Year 1 + Total Contract Year 2 + Total Contract Year 3)	

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

The Total evaluated bid price = Total Evaluated Price for Contract Year 1 + Total Evaluated Price
Contract Year 2 + Total Evaluated Price for Contract Year 3.

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

ANNEX D - REQUISITION ON CONTRACT (SAMPLE)

(Note: Will be applicable during the contract period)

1. CONDITIONS				
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS				
CONTRACT NUMBER:		ROC NUMBER:		
TO: Contractor Address		DELIVERY DATE: BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (GST/HST included): VALUE OF THIS REQUISITION ON CONTRACT (ROC) (GST/HST included): BALANCE REMAINING ON THE CONTRACT (GST/HST included):		
2. REQUIREMENT				
2.1 FOR THE SUPPLY OF EQUIPMENT: The Contractor shall be paid firm all-inclusive prices in Canadian dollars, DDP Delivered Duty Paid (Destination) Incoterms 2000, with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom Duties and Excise Taxes must be included.				
Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total
				\$
				\$
				\$
				\$
				\$
Total cost of items				\$
GST/HST				\$
Total cost including GST/HST				\$
DELIVERY DESTINATION(S) Delivery Duty Paid (Destination) Incoterms 2000:				
The Contractor shall not charge Canada for any costs exceeding this total price.				
3. APPROVALS				
Project/Technical Authority:		Administrative (Procurement) Authority:		Contract Authority at PWGSC (For any ROC over \$40,000.00):
Name:		Name:		Name:
Signature:		Signature:		Signature:
Date:		Date:		Date:

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de l'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

ANNEX E

PERIODIC USAGE REPORT

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

Julie.buller@pwgsc.gc.ca

The report must include as a minimum the following:

- Contract number for which the data is submitted;
- Total dollar value of all ROCs to date;
- Total dollar value of all ROCs during reporting period;
- The start date and end date of the reporting period;
- Total number of all ROCs during reporting period;
- Total number of all ROCs to date;
- ROC number
- Item description;
- Quantity ordered, Unit price; and
- Date of delivery / Value of order.

CONTRACT #			
Total Dollar Value of all ROCs to date (\$)	Total Dollar Value of all ROCs during reporting period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
Total Number of all ROCs during reporting period		Total Number of all ROCs to date	
ROC Number	Item Description	Firm Unit Price, Quantity Ordered	Date of Delivery / Value of Order (not including GST/HST, if applicable)

Solicitation No. - N° de l'invitation
39903-160529/A
Client Ref. No. - N° de réf. du client
39903-16029

Amd. No. - N° de la modif.
File No. - N° du dossier
pv92639903-160529

Buyer ID - Id de 'acheteur
pv926
CCC No./N° CCC - FMS No/N° VME

ANNEX F

**COMPLETE LIST OF DIRECTORS
(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>