



### REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Support for Implementation, Adaptation and Improvement of the CFIA's Establishment-Based Risk Assessment Model

DATE OF RFP: April 18, 2017

**Contracting Officer:**  
Ashley Bennett

Telephone: (613) 773-7769  
Facsimile: (613) 773-7616

**BID DELIVERY:**

Proposals must be sent to: BidReceipt-ReceptiondeSoumission@inspection.gc.ca

**\*\*Please clearly indicate the Request for Proposal (RFP) reference number in the Subject line of your email**

**Solicitation closes at: 14:00 hours local time (Ottawa, Ontario)  
On: May 29, 2017**

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.

**This Request For Proposal consists of the following:**

- i. This cover page;
- ii. Section: 1 RFP Terms and Conditions;
- iii. Section: 2 Selection Methodology;
- iv. Section: 3 Statement of Work
- v. Section: 4 Financial Proposal;
- vi. Section: 5 Contract Terms and Conditions.
- vii. Annex: Federal Contractors Program for Employment Equity Certification

**Contracting Authority:**

Signature

Date

Apr. 13, 2017

**Name and address of the Bidder**

**Telephone number:**

**Fax number:**

**Bidder's Signature:** The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.

Signature

Date



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**Section 1**  
**RFP TERMS AND CONDITIONS**

- 1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**  
The purpose of this RFP is to seek proposals for services related to: Support for Implementation, Adaptation and Improvement of the CFIA's Establishment-Based Risk Assessment Model
- 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**  
  
The proposals **must be received** at the email address on the cover **by the time and date indicated.**  
  
The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA.
- 4.0 BID FORMAT**  
Proposals submitted in response to this RFP must be accompanied with a signed original of the bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.
- 5.0 LOWEST BID**  
The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
- 6.0 VALIDITY OF BID**  
Bids will remain open for acceptance for a period of not less than 120 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:
- |                           |  |
|---------------------------|--|
| <b>Technical Proposal</b> | <b>(1 soft copy) "<u>with no reference to price</u>"</b> |
| <b>Financial Proposal</b> | <b>(1 soft copy)</b>                                     |
| <b>Certifications</b>     | <b>(1 soft copy)</b>                                     |



**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.

**All enquiries must be in writing, directed to the Contracting Authority named herein.**

Enquiries must be received prior to 15:00 hours, Ottawa time, **five (5) days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

**12.0 CONTRACTING AUTHORITY**

The CFIA contracting authority is:

Canadian Food Inspection Agency  
Procurement and Contracting Service Centre  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9

**Attention:** Ashley Bennett  
**Telephone:** (613) 773-7769  
**Fax:** (613) 773-7615  
**E-Mail:** Ashley.Bennett@inspection.gc.ca

**13.0 PROPOSAL AND PRE-AWARD COST**

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

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

**14.0 PROCUREMENT BUSINESS NUMBER**

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

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



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

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

#### 15.0 PRICE SUPPORT

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

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

#### 16.0 RIGHTS OF THE CFIA-ACIA

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

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

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

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or 418 ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
  - i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
  - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
  - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or



- iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

## **17.0 FINANCIAL STATEMENTS**

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

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

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

## **18.0 AMENDMENT**

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

## **19.0 AVAILABILITY OF PERSONNEL**

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

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

### **19.1 WORK FORCE REDUCTION PROGRAMS**

As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- b) Terms and conditions of the lump sum payment incentive (including termination date);
- c) Rate of pay on which the lump sum payment was based;
- d) Whether or not the \$5,000 exemption has been reached.



In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after beginning the contract.

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

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

- a) An individual
- b) An individual who is incorporated
- c) A partnership made up of former public servants, or
- d) A sole proprietorship or entity where the affected individual has a major interest in the entity.

#### **20.0 STATUS OF PERSONNEL**

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

During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal for further consideration.

#### **20.1 FORMER FEDERAL PUBLIC SERVANTS**

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

#### **21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE**

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

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

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

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

#### **22.0 INDEPENDENT SERVICES**

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

#### **23.0 SUBSTANTIATION OF ALLEGATIONS**

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





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

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

**24.0 SECURITY REQUIREMENTS**

This Security Clearance is required at the Contract award.

**Security Clearance:**

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

The Chief Scientist must possess a valid Federal Government security clearance at the level "Reliability".

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

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

**25.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/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\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml))

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

**26.0 CONFLICT OF INTEREST**

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



**Section 2**  
**SELECTION METHODOLOGY**  
**TECHNICAL EVALUATION**

**1.0 TECHNICAL PROPOSAL**

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

**1.1 MANDATORY EVALUATION CRITERIA:**

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

**1.2 POINT RATED EVALUATION CRITERIA:**

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

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

**1.3 CERTIFICATIONS:**

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

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

**1.4 BIDDER CLARIFICATIONS:**

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

**2.0 EVALUATION CRITERIA**

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



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

MANDATORY CRITERIA		REQUIRED SUPPORTING INFORMATION	REFERENCE TO PROPOSAL
M1	<p>The Bidder must propose a Chief Scientist that demonstrates the following in an academia university research environment for governmental, professional or producer organizations:</p> <ul style="list-style-type: none"> <li>• Experience as director of research or scientific advisor in the development of a risk assessment model in food safety and/or epidemiology.</li> <li>• Experience as director of research or scientific advisor in the development of a risk assessment model in animal health.</li> </ul>	Demonstrate in resume.	
M2	<p>The Bidder must provide a Chief Scientist and a minimum of six (6) Scientists (total of 7 resources) that have an educational background in:</p> <ul style="list-style-type: none"> <li>• All seven (7) resources must hold a Doctorate of Veterinary Medicine (DMV).</li> <li>• One (1) resource must hold Doctoral Degree (PhD.) in Veterinary Microbiology.</li> <li>• One (1) resource must also hold a Doctoral Degree (PhD.) in Veterinary Epidemiology.</li> </ul>	Provide a copy of the degree.	
M3	The proposed Chief Scientist must be fluently bilingual (French/English).	Provide a letter or email from a previous client stating that they have received services in both official languages (French and English) and that the proposed resource was able to effectively communicate verbally and in writing with a wide range of audiences.	
M4	At least one (1) of the proposed Scientists must be fluently bilingual (French/English).	Provide a letter or email from a previous client stating that they have received services in both official languages (French and English) and that the proposed resource was able to effectively communicate verbally and in writing with a wide range of audiences.	



<p><b>M5</b></p>	<p>The Bidder must provide references for two (2) previous clients where the proposed resource worked as a Chief Scientist or similar position on science research initiatives.</p> <p>References may be contacted for validation purposes.</p>	<p>Demonstrate in resume.</p> <p>The bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• Name of client organization or company;</li> <li>• Name, Title, Telephone number, email and Fax number of contact;</li> <li>• Description of project or contract;</li> <li>• When and timeframe the position was held.</li> </ul>	
<p><b>M6</b></p>	<p>The proposed Chief Scientist must hold a current, valid security screening at the level of <b>RELIABILITY</b> granted by the Canadian and International Industrial Security Directorate (CIISD) of PWGSC at the date and time of contract award. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid <b>DUPLICATE</b> security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.</p>	<p>Provide a copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required.</p>	

**4.0 POINT RATED EVALUATION CRITERIA**

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain an overall minimum pass mark of <44 points> out of a maximum of <55 points> in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

CRITERIA #	POINT RATED CRITERIA	REQUIRED SUPPORTING INFORMATION	POINTS	CANDIDATE SCORE
<p><b>PR1</b></p>	<p>The Bidder shall demonstrate that the proposed Chief Scientist has experience working as a director of research or scientific advisor for governmental, professional or producer organizations in the development of food safety policies, on-farm HACCP-based models and in risk analysis.</p> <p>&gt;6 initiatives = 10 points 5 initiatives = 7 points 4 initiatives = 5 points 3 initiatives = 3 points &lt;2 initiatives = 0 points</p>	<p>Provide examples of initiatives for which the proposed resource has worked as a director of research or scientific advisor for governmental, professional or producer organizations in the development of food safety policies, on-farm HACCP-based models and in risk analysis.</p> <p>Each initiative cited must be supported by client contact information for validation purposes.</p>	<p><b>10 Points</b></p>	
<p><b>PR2</b></p>	<p>The Bidder shall demonstrate that the proposed Chief Scientist has experience publishing and presenting</p>	<p>Provide examples of scientific papers for which the proposed resource published and presented scientific</p>	<p><b>10 Points</b></p>	



	<p>scientific papers on molecular epidemiology, pathogenesis and control of pathogens such as Salmonella, Yersinia, Campylobacter and Cryptosporidium.</p> <p>&gt;25 scientific papers = 10 points 20 up to 24 scientific papers = 8 points 15 up to 19 scientific papers = 6 points 10 up to 14 scientific papers = 4 points 5 up to 9 scientific papers = 2 points &lt;5 scientific papers = 0 points</p>	<p>papers on molecular epidemiology, pathogenesis and control of pathogens such as Salmonella, Yersinia, Campylobacter and Cryptosporidium.</p> <p>Each scientific paper cited must be supported by client contact information for validation purposes.</p>		
<b>PR3</b>	<p>The Bidder shall demonstrate that the proposed Chief Scientist has experience working as a director of research or scientific advisor for governmental, professional or producer organizations on initiatives associated to poultry science or pathology related to food safety.</p> <p>&gt;6 initiatives = 10 points 5 initiatives = 7 points 4 initiatives = 5 points 3 initiatives = 3 points &lt;2 initiatives = 0 points</p>	<p>Provide examples of initiatives for which the proposed resource has worked as a director of research or scientific advisor for governmental, professional or producer organizations on initiatives associated to poultry science or pathology related to food safety.</p> <p>Each initiative cited must be supported by client contact information for validation purposes.</p>	<b>10 Points</b>	
<b>PR4</b>	<p>The Bidder shall demonstrate that the proposed Chief Scientist has experience managing research projects/team in food safety.</p> <p>&gt;25 projects/team = 15 points 21 up to 25 projects/team = 12 points 16 up to 20 projects/team = 8 points 11 up to 15 projects/team = 5 points 6 up to 10 projects/team = 3 points &lt;5 projects/team = 0 points</p>	<p>Provide examples of initiatives for which the proposed resource has managed research projects/team in food safety.</p> <p>Each initiative cited must be supported by client contact information for validation purposes.</p>	<b>15 Points</b>	
<b>PR5</b>	<p>The Bidder shall demonstrate that the proposed Chief Scientist has experience supervising or co-supervising graduate students in food safety research.</p> <p>&gt;20 students = 10 points 15 up to 19 students = 7 points 10 up to 14 students = 5 points 5 up to 9 students = 3 points &lt;4 student = 0 points</p>	<p>Provide examples that demonstrate the proposed resource has experience supervising or co-supervising graduate students in food safety research.</p> <p>Each example cited must be supported by client contact information for validation purposes.</p>	<b>10 Points</b>	
<b>A minimum pass mark of 44 points is required out of 55 points</b>			<b>55 points</b>	



**5.0 BASIS OF SELECTION**

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP; and
- b) an overall minimum pass mark of 44 points out of a maximum of 55 points;

Selection of the successful bidder for each position shall be determined on the ratio of technical merit <80%> and cost <20%> to determine the best value.

The highest technically scored proposal is allocated the maximum points of 80 and the other technical proposals are prorated accordingly. The lowest priced technically responsive proposal is allocated the maximum points of 20 and the other technically responsive proposals are prorated accordingly. The Bidder with the most point (technical merit and cost) is considered as the proposal representing the best value.

**Example of Best Value Determination - Highest Combined Rating Technical Merit (80%) and Price (20%)**

Bidder	Bidder A	Bidder B	Bidder C
Technical Points Out of 100%	75%	80%	85%
Priced Quoted	\$79,000	\$63,000	\$76,000

Calculation	(80%)	(20%)	Total	Rank	\$/Pts	Rank
	Technical Points	Price Points				
Bidder A	$\frac{75}{85} \times 80 = 70.59$	$\frac{63}{79} \times 20 = 15.95$	86.54	3	1053	3
Bidder B	$\frac{80}{85} \times 80 = 75.29$	$\frac{63}{63} \times 20 = 20.00$ (lowest cost)	95.29	1	787.5	1
Bidder C	$\frac{85}{85} \times 80 = 80.00$ (highest %)	$\frac{63}{76} \times 20 = 16.58$	96.58	2	894	2

**6.0 REFERENCE PAGE - EXAMPLE**

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

**MANDATORY CRITERIA**

- 
- 
- 
- 

**Page number in proposal**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**POINT RATED CRITERIA**

- 
- 
- 
- 

**Page number in proposal**

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### **Section 3**

## **STATEMENT OF WORK**

#### **Title**

Support for implementation, adaptation and improvement of the Canadian Food Inspection Agency's (CFIA) Establishment-based Risk Assessment model (ERA)

#### **Period**

The Work is to be performed during the period of contract is awarded to March 31, 2018.

#### **Background**

The CFIA is modernizing its inspection system and developing a risk-based model for assigning inspection resources to the food establishments under its jurisdiction within Canada and for countries exporting to Canada.

When such a model is put into practice, close monitoring is needed to check the model's performance, identify and correct shortcomings and make the necessary changes.

The CFIA has therefore agreed to have the model periodically updated so that the data used as its input are the latest and most pertinent, thus preserving its scientific value.

The ERA model will be applied not only in Canadian food production facilities, but also in establishments that export to Canada. An initial evaluation of the steps needed to incorporate imports into the model has already been made. It quickly became apparent that significant changes with regard to certain risk factors would be necessary as serious limitations emerged as to the sources of data to feed the model. Adapting the ERA model to cover imports will thus be more complex than expected and will be the subject of work under this contract.

Similarly, CFIA's Science Branch has decided to develop a model on ERA lines, or an adaptation of it, for hatcheries under CFIA jurisdiction in Canada.

Lastly, when the model's performance is evaluated and updated, including inclusion of chemical hazards at every step in the mitigation measures and facility history, plans provide for in-depth reviews of the literature and applied research projects, targeting, for example, levels of pathogenic bacteria in certain foodstuffs.

#### **Objectives**

To support the CFIA in continuously improving the ERA model through expert advice targeted research and literature reviews, analysis and compilation of results.

To support the vocal and written scientific communications needed to disseminate the model internationally and among the scientific community.

#### **Scope**

- Carry out targeted literature reviews and research on risk factors and new criteria for consideration with the aim of improving the ERA model.
- Validate and supervise studies, canvassing experts on subjects likely to enhance the ERA model.
- Participate in analysing and compiling the results obtained as the model is applied in different waves, including performance of the appropriate statistical analyses.
- Participate in drafting oral and written presentations and scientific articles.
- Give oral presentations and lectures on the ERA model on behalf of the CFIA, in particular when travelling abroad or at national events.





- Provide an interface between the data and analysis results obtained and the various updates of the mathematical model with the intent of estimating the risks associated with food production and processing facilities.
- Participate in the fine-tuning needed to integrate new risk factors and their weighting into the ERA mathematical risk-assessment model.
- Produce periodic written or verbal reports on the progress of work and make presentations to groups of specialists; gather their feedback; follow up and modify general reporting parameters.
- Participate in developing the necessary interfaces to enable CFIA inspectors to evaluate criteria in the field and relate them to CFIA data banks that may be applicable to the model.
- Propose adjustments to the model's general parameters following its application in different guises.
- Participate in the activities of the science committee, including correction of various documents relating to developments of the ERA model and the hatcheries model and their application in pilot projects.
- Participate in defining training needs and drawing up a training plan for those involved in implementing the model.
- Direct the technical and scientific team in developing a model similar to that of the ERA for hatcheries; plan and lead meetings of the technical and scientific committees.
- Supervise the work and participate in the activities of the technical committee for integrating chemical hazards into the various components of the ERA model.
- Participate in the work and apply expertise to the task of adapting the ERA model to imports.

#### **Resource Requirement**

The CFIA has a requirement for one (1) Chief Scientist and six (6) Scientists.

#### **Deliverables**

- Document on risk factors and criteria for consideration in evaluating chemical risk levels associated with food production establishments.
- Analysis and compilation of the results of surveys on the relevance and weighting of criteria that may affect risk assessment in food production and processing establishments.
- Periodic evaluation of the adjusted mathematical model produced by the CFIA or its consultants, with the aim of estimating the risk levels associated with food production establishments.
- Periodic written or verbal reports on the progress of the work and presentations to groups of specialists.
- Follow-up and amendments to the general parameters of the 2014 report and its annual updates.
- Correction of various documents relating to developments of the model, including the version for imports, and its application at frequencies determined by the CFIA.
- Participation in defining training needs and crafting a training plan for those involved in deployment of the model.
- Review of the literature on risk factors to be considered for a risk-assessment model for food hygiene in hatcheries.
- Proposal of risk factors and base parameters for the risk-assessment model for hatcheries.

#### **Constraints**

Collaborators must comply with the directives given to them regarding government policies or standards and security, language and resource conservation requirements.

The various activities will be carried out either concurrently or sequentially, as the case may be.

#### **Support provided by CFIA**

The CFIA will reserve and provide space for meetings and handle the logistics of conference calls.



### **Meetings**

Participation in the meetings and activities of the scientific committee includes, though is not limited to revision of the various risk-based versions of the model, completion and analysis of surveys and review and correction of reports and literature reviews. Face-to-face meetings are scheduled for June, September and December of 2017, 2018 and 2019. Weekly conference calls are scheduled, except for the weeks of the face-to-face meetings. Occasional on-demand participation in conference calls of the technical subcommittees on targeted scientific and technical issues is expected.

### **Language of Work**

The language of work is a mix of French and English interchangeably. The Chief Scientist and half of the team of Scientists must be able to read, communicate orally and in writing in Canada's both official languages as most of the CFIA team is French. The other half of the team of Scientists must be able to read, communicate orally and in writing in French and/or English. CFIA reserves the right to evaluate the language(s) proficiency(ies) of any of the personnel throughout the period of the Contract. Should the evaluation of Contractor personnel determine that one of the resources does not meet the language requirement; the Contractor must immediately replace the resource at no additional cost.

### **Location of Work**

The work will be performed off-site at the contractor's location with occasional travel on an as-needed basis.

### **Security**

The proposed resource must hold a current, valid security screening at the level of RELIABILITY granted by the Canadian and International Industrial Security Directorate (CIISD) of PWGSC at the date and time of contract award. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid DUPLICATE security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.

### **Options**

CFIA reserves the right to raise two (2) one (1) year options to extend this contract.

### **Travel**

Travel abroad may be required to countries such as but not limited to France, Netherlands, Belgium, Italy, South Korea, Australia and Chile. Many countries may be visited in the same trip and the total number of trips will vary between one (1) and three (3). In addition, three (3) meetings per year are scheduled in Ottawa and three (3) meetings per year are scheduled in Montreal. All other communications will be by conference call.



**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 evaluation purposes, the following scenario will be used. The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each of the periods specified below, its quoted all-inclusive per diem rate (in Cdn \$) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Services provided within 100km of the work locations identified in Annex A, Statement of Work;
- b. Any travel between the Contractor's place of business and the work locations identified in Annex A, Statement of Work; and
- c. the relocation of resources to satisfy the terms of the contract. These expenses are included in the firm all inclusive per diem rates.

Items	Unit Price	Estimated Quantity	Total
Chief Scientist		15 days	
Scientist 1		30 days	
Scientist 2		7 days	
Scientist 3		37 days	
Scientist 4		8 days	
Scientist 5		13 days	
Scientist 6		7 days	

**3.0 AUTHORIZED TRAVEL AND LIVING EXPENSES**

**3.1 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work outside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), for the requirements to travel described in the Statement of Work in Annex "A". The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive*; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.



The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

All payments are subject to government audit.

#### **4.0 METHOD OF PAYMENT**

CFIA shall make payments according to the following:

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

#### **5.0 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](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](http://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 Supplemental Conditions, 4006 – Contractor to own Intellectual Property rights in Foreground Information
- 2.1.4 The document attached hereto as Appendix “A” and entitled “Statement of Work”;
- 2.1.5 The request for proposal, where applicable; and
- 2.1.6 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.

Items	Unit Price
Chief Scientist	
Scientist 1	
Scientist 2	
Scientist 3	
Scientist 4	
Scientist 5	
Scientist 6	



## 7.2 Method of Payment

Payment by CFIA shall be made as follows:

Invoicing to be paid on quarterly 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/about-the-cfia/forms-and-publications/forms-catalogue/form-cfia-acia-5692/eng/1428495377919/1428495379403>

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](http://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. 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](mailto: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](mailto:boa.opo@boa.opo.gc.ca).



**9. 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.

**10. 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: \_\_\_\_\_

**11. SUPPLEMENTAL CONDITIONS: (if applicable)**

- i. 4006 (\_\_\_\_\_) (insert date), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground In-formation;

**OR**

- ii CONSULT LEGAL AND CLIENT (IF CANADA WERE TO OWN INTELLECTUAL PROPERTY RIGHTS).



## 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](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 (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)