



REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Garment Rental, Laundry and Delivery Services for 19 (19) sites for CFIA locations in Manitoba
DATE OF RFP: May 23, 2017

Contracting Officer:
Barbara Gorman

Telephone: (613) 773-7671
Facsimile: (613) 773-7616

EMAIL ADDRESS FOR BID DELIVERY ONLY:
BidReceipt-ReceptiondeSoumission@inspection.gc.ca

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

EMAIL ADDRESS FOR ANY QUESTIONS: Barbara.gorman@inspection.gc.ca

Solicitation closes at: 1:00pm hours local time (Ottawa, Ontario)
On: June 6, 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

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:

Garment Rental, Laundry and Delivery Services for nineteen (19) CFIA Locations/Establishments in the Province of Manitoba.

2.0 REVISION OF THE DEPARTMENTAL NAME AND STANDARD INSTRUCTIONS

2.1 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).

2.2 **Standard Instructions 2003 of the PWGSC Standard Acquisition Clause and Conditions Manual (SACC)**, Goods or Services clauses and conditions identified below by reference in the RFP and resulting contract by number, date, time and title are incorporated by reference into and form part of this RFP and resulting contract as though expressly set out in the RFP and resulting contract. **Clauses and Conditions: - 01 Integrity Provisions; - 10 Legal Capacity; - 12 Rejection of bid; - 16 Conduct of evaluation; - 19 Entire requirement; and, - 21 Code of Conduct for Procurement.**

3.0 PROPOSALS DELIVERY INSTRUCTIONS

Proposals must be submitted to the Bid Receiving email address

BidReceipt-ReceptiondeSoumission@inspection.gc.ca by the time and date indicated on the cover.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted. Please clearly indicate the RFP reference number in the Subject line of your email.

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 60 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

Any resulting 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

“CFIA Request for Proposal”



It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in three (3) separate sections as follows:

Technical Proposal	(1 soft copy) “with no reference to price”
Financial Proposal	(1 soft copy)
Certifications	(1 soft copy)

10.1 PREPARATION OF TECHNICAL PROPOSAL

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology in section 3.

10.2 PREPARATION OF FINANCIAL PROPOSAL

Costs shall not appear in any other area of the proposal except in the Financial Proposal section.

This section of the proposal shall include a cost summary of the services required as detailed in section 4. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 ENQUIRIES – SOLICITATION STAGE

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

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

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

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

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

Attention: Barbra Gorman
Telephone: 613-773-7671
E-Mail: Barbara.gorman@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.
- d) any other supporting documentation as requested by Canada.

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;
- k) If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- l) Negotiate with the sole responsive Bidder to ensure best value to Canada.

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:

"CFIA Request for Proposal"



- 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.

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 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.

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.

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.

The Bidder must complete Annex A Work Force Adjustment Directive.

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.

20.2 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.

The Bidder must complete Annex B Former Public Servant in Receipt of a Pension.

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

Security Clearance: No Security Required

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

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

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

25.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY

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

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/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)

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 (MT)	Mandatory Technical Criteria (MT)	Required Supporting Information	Compliant Yes/No
MT1	The Bidder must demonstrate having a minimum of four (4) years experience in the laundry and garment rental industry.	The sum of all examples must equal or exceed 4 years experience. Provide reference and that must include the required information: - Client Name - Client Contact Name - Client Title - Location Serviced - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email	
MT2	The Bidder must provide samples of each garment as indicated in Section 3.10. Provide both male and female size samples where available. Garment must be 1. suitable for the food industry, 2. be made from fabric blends that are breathable and durable, 3. resistant to soiling, 4. have a relaxed fit and be reinforced at the seams and stress points.	Provide one samples of each garment to be delivered to: CFIA Manitoba Regional Office Room 613, 269 Main Street Winnipeg, MB R3C 1B2	
MT3	The Bidder must demonstrate how they will provide various services: - Delivery schedule, must be once a week; - Drop off/pickup of garments; - Transportation; - Provide details of how organization of garments will be performed once dropped off to the sites.	Provide sample copy of the scheduler.	
MT4	The Bidder must provide two (2) references from a client organizations that is comparable in size and scope* for the CFIA's laundry requirement as described in the Statement of Work. *Comparable in size and scope = - 20 plus sites and - several hundred staff to service	Reference must include the requested information: - Client Name - Client Contact Name - Client Title - Location Serviced - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email	
MT5	The Bidder must have the capacity for the use of an automated inventory control and invoicing system able to generate monthly, consolidated and detailed	Provide sample copy of an invoice and monthly control report.	



	reports and invoices capable of responding to CFIA requirement. Ability to manage and track lost/damage garments, ie. Sample invoice to indicate garments in repair status.		
MT6	Bidder must complete both the Colour garment Laundering Requirements template in Annex II and the White garment Laundering Requirements template in Annex III.	Provide copy of completed Annex II and Annex III.	

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 18 out of a maximum of 25 points in order to be considered responsive. The point rated technical evaluation criteria of the RFP are:

Rated Criteria (RT)	Rated Technical Criteria (RT)	Maximum Points	Scoring Guideline	Cross Reference To Proposal
RT1	Evaluation of the Firm (Maximum 25 points)			
RT1.1	Bidder should demonstrate its experience in providing services to clients with similar Operational requirements: any more than 4 garments; service provided for garments; delivery of garments.	10	10 points - 5 + years experience 5 points - 4-5 years experience 0 points - under 4 years experience	
RT1.2	The bidder should demonstrate how garments are washed with hypo-allergenic environmentally friendly cleaning product/s.	5	5 points – provide names and details of such products used	
RT1.3	The proposal should also identify potential problem areas, solutions, and suggestions in improving the service to CFIA.	10	10 point – suggests improvements 5 points – identify potential problems	
Total Possible Score		/25	(Overall minimum pass mark 18)	

a) Obtain a minimum pass mark of 72% for each point rated evaluation criteria

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP, and
- b) Obtain an overall minimum pass mark of 18 out of a maximum of 25 points.

Selection of the successful bidder for each position shall be determined on the ratio of technical merit **70%** and cost **30%** to determine the best value.

The highest technically scored responsive proposal is allocated the maximum points of **70** and the other technical proposals are prorated accordingly. The lowest priced technically responsive proposal is allocated the maximum points of **30** and the other technically responsive proposals are prorated accordingly. The Bidder with the most point (technical merit and cost) is considered as the proposal representing the best value.



Section 3

STATEMENT OF WORK

Laundry Services for the Province of Manitoba

1.0 PURPOSE

To provide garment and miscellaneous item rentals, laundry and delivery services for a variety of protective garments, for employees of Canadian Food Inspection Agency (CFIA) at various sites across the Province of Manitoba (MB) (Refer to the following annexes attached hereto to this RFP package).

- 1.1 Annex I, List of Sites
- 1.2 Annex II, Colour Garment Laundering Requirements
- 1.3 Annex III, White Garment Laundering Requirements
- 1.4 Annex IV, Financial Proposal

2.0 PERIOD OF CONTRACT

The period of the Contract is from date of contract Award to March 31, 2018 with the option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions.

3.0 STATEMENT OF REQUIREMENTS

The contractor shall provide services for CFIA sites listed in Annex I.

Specifically, the contractor must provide:

- 3.1 Pick-up and delivery of garments. Each CFIA site will discuss pick-up and delivery schedules with the winning contractor. The Contractor shall arrange service standards for minimum turnaround time for cleaning and repair with each site.
- 3.2 Minor repairs to be done automatically such as mending rips, patching, sewing on buttons. The Contractor shall supply buttons and patching materials.
- 3.3 Garments requiring major repairs, or which are beyond repair, must be identified as such by the contractor and returned so identified to the point of origin. The Agency has the option to replace CFIA-owned garments with rentals as required.
- 3.4 Towels are a rental items.
- 3.5 Garments owned by CFIA and will only be charged for laundering.
- 3.6 An inventory control system consisting of the following:
 - a) Maintained/updated on a monthly basis;
 - b) Each garment has an account number (location), barcode, name of CFIA employee and their inventory number;
 - c) The Contractor will visit each location on a quarterly basis to
"CFIA Request for Proposal"



assess any loss of garments with a CFIA staff, and to ensure there are no service issues or concern; Lost items must be brought to the attention of the Inspector in Charge and MB Regional Office prior to invoicing;

- 3.7 Adequate response to ensure no break, in garment service, when CFIA employees move from one site to another or to replace lost/damage garment.
- 3.8 Dirty laundry bags with stands, racks and hangers to be supplied by the Contractor
- 3.9 The Contractor will adjust sizes and/or quantities required, as requested by the Manitoba Regional Office;
- 3.10 Garment requirements as follows:
 - Shirt
 - Colors: various
 - Sizes: various, relaxed fit, male/female sizing if applicable
 - Length: hip length
 - Sleeve Length: long and short
 - Closure: snap buttons, pullovers
 - Pockets: pockets, no pockets
 - Make: 65% Polyester, 35% Cotton, breathable
 - Pants
 - Colors: various
 - Sizes: various, relaxed fit, male/female sizing if applicable
 - Closure: snap bottom/zipper, pull on with elastic waist
 - Pockets: front, back and side pockets
 - Make: 65% Polyester, 35% Cotton
 - Coats
 - Types: lab coats, white luggers
 - Colors: white, navy and grey
 - Sizes: various, male/female sizing if applicable
 - Length: long and short
 - Closure: snap buttons
 - Pockets: pockets, no pockets
 - Make: 65% Polyester, 35% Cotton
 - Coveralls
 - Colors: various
 - Sizes: various, male/female sizing if applicable
 - Sleeve Length: long
 - Closure: snap buttons
 - Pockets: hip/chest
 - Make: 65% Polyester, 35% Cotton

4.0 DELIVERY

Pick-up and delivery of garments must be done on a weekly basis unless otherwise specified by the service location.

Schedule for pick-up and delivery must be arranged through the MB Regional Office, this is for time and schedule.

The cleaned and pressed garments must be returned to each location, identified and parcelled (on hangers or folded dependent on service location requirements) then, returned on the specified scheduled day.



5.0 INVOICING AND REPORTING

Contractor must proceed as follows:

- 5.1** There shall be no initial start-up garment charge.
- 5.2** There shall be no minimum pick-up/delivery charges. All pick-up and delivery charges are to be included in the unit prices.
- 5.3** The Contractor will produce a copy of pick-up/delivery slip to the client, original copy to be kept by the contractor.
- 5.4** Separate weekly invoices and monthly statements must to be sent electronically per location and are to be provided to MB Regional Office the day after the garments have been picked up and/or delivered.
- 5.5** Sent to the following address:

CFIA – Manitoba Regional Office
Victory Building
Room 613
269 Main Street
Winnipeg, MB
R3C 1B2

- 5.6** The Contractor must have an accounting system that can provide detailed weekly invoices and monthly usage reports at various plant locations.
- 5.7** Delivery slips for each account for regular delivery must be supplied to the actual service location.
- 5.8** All invoices and statements must contain the contract number.
- 5.9** CFIA will only be charged for actual service rendered as per the rates detailed in Annex III with no minimum charges.

6.0 LOST/DAMAGED GARMENTS

Damaged garment must be reported to the onsite Supervisor as soon as possible and prior to billing. Charges for Lost/Damaged Garments must be indicated clearly in the billing no later than the next billing period.

Damaged garments will be replaced at CFIA expense only when CFIA is responsible for damaging the goods. CFIA will not be responsible for Lost/Damaged Garment Charges incurred by the Vendor. The Contractor and CFIA shall agree on a clear definition of what constitutes “damaged garments”.

The Contractor is responsible to replace garments at no charge to CFIA when the garment is unusable because of normal wear and tear usage due to the extreme environment in the slaughter establishment. If CFIA owned garments are lost or damaged, arrangements will be made for reimbursement or replacement by the Contractor.



7.0 CLEANING

Garments are to be pre-soaked in cold water with a protein dissolving substance to remove protein, blood, etc., before laundering.

The Contractor must clean garments and towels by the commercial patented process to remove dirt, grime, dust, grease and other usual industrial types of soil likely to be encountered in a laboratory, workshop and/or meat processing/slaughter establishment.

Garments must be neatly pressed and folded/hung, before being returned to CFIA.

Formula for all colour garments

The sequence detailed in ANNEX II shall be used for washing of cotton/polyester blend garments.

The last three (3) rinses shall be checked for colour garments. If garments on the last rinses are not perfectly clean and free from stains or solutions, additional rinses must be added.

Formula for all whites garments

The sequence detailed in ANNEX III shall be used for washing of cotton/polyester blend garments.

The last three (3) rinses shall be checked for whiteness of garments. If garments on the last rinses are not perfectly clean and free from stains or solutions, additional rinses must be added.

8.0 CONSTRAINTS

- 8.1 Initial fit-up at start of contract date. The Contractor is responsible for the initial inventory set-up. Inventory must be per employee. Bulk order size is not permitted. Contractor to sew on CFIA crests when required as provided by CFIA.
- 8.2 The Contractor must provide garments that are suitable for the food industry, be made from fabric blends that are breathable, durable and resistant to soiling, have a relaxed fit and be reinforced at the seams and stress points. A sample of garments must be submitted to CFIA for Evaluation when requested.
- 8.3 The Contractor must follow cleaning sequence detailed in Annex II and Annex II for the cleaning of all cotton/polyester blend garments.
- 8.4 CFIA reserves the right to remove an establishment served under the contract, after the Contractor has received two official written complaints from CFIA.



9.0 ADMINISTRATIVE INFORMATION

CFIA reserves the right to exercise an option sixty (60) days before the expiry date of the contract. CFIA could have additional establishments opening and/or closing in the next five (5) years.

CFIA reserves the right to remove an establishment served under the contract, after the Contractor has received two official complaints from the CFIA.

The Contractor agrees to add or delete locations where a change in workload warrants.

10.0 ADDITIONAL CONTRACT CLAUSE

The Contractor must comply with the Canadian Environmental Protection Act 1999 (1999, c.33), addressing (but not limited to) Controlling Pollution and Managing Wastes, Tributyltetradecylphosphonium Chloride Regulations and Ozone-depleting Substances.



Annex I

Current list of sites to service

#	Location	Address	Postal Code
1	Springhill Farms ALSO Hylife Food LP	623 Main Street (Box 1000) East	R0J1H0
2	Manitoba District Office Animal Health	613-269 Main Street, Winnipeg	R3C 1B2
3	Vantage Foods	41 Paquin Road, Winnipeg	R2J 3V3
4	Steinbach District Office	Unit 2-32 PTH 52 West, Steinbach	R5G1X7
5	Burnbrae	500 Pandora Ave, Winnipeg	R3C 1N1
6	Maple Leaf	6355 Richmond Ave E, Brandon	
7	Burnbrae	70 Irene Street, Winnipeg	R3T 4E1
8	Carman District Office	19 Main Street South Post Office Bldg, Carman	R0G 0J0
9	Granny Poultry	4 Penner Drive, Blumenort	R0A 0C0
10	Winkler Wholesale Meats	270 George Ave, Winkler	R6W 3M4
11	Maple Leaf	870 Lagimodiere Blvd, Winnipeg	R2J 0T9
12	Sunrise Poultry	199 Hamelin St, Winnipeg	R3T 0P2
13	General Mills (Pizza Pop)	1555-B Chevrier Blvd, Winnipeg	R3T 0P2
14	Winnipeg Regional Office	613-269 Main Street, Winnipeg	R3C 1B2
15	Smith's Corned Beef	1434 Church Ave, Winnipeg	R2X 1G4
16	JC Foods	575 Jarvis Ave, Winnipeg	R2W 3B2
17	Centreport Cold Storage	Lot 15, Bergen Cut-Off Rd, Rosser	R3C 2E6
18	True North Foods	Provincial Hwy 13 #38079, Carman	R0G 0J0
19	Country Meat & Sausage	79 Penner Drive, Blumenort	R0A 0C0
	More Plant locations may be added		



Annex II

Colour Garment Laundering Requirements

Suppliers to input their own laundry process by completing the chart where applicable.

Laundry Service Process	Formulas /Solutions	Inches of Water	Temperature		Time minutes
			Fahrenheit	Celsius	
1. Pre-soak					
2. Flush					
3. Flush					
4. Break					
5. Flush					
6. Suds					
7. Suds					
8. Suds					
9. Rinse					
10. Extract					
11. Rinse water					
12. Rinse water					
13. Rinse water					
14. Rinse water					
15. Rinse water					
16. Sour water, sour (acid)					

***Boil: The last three (3) rinses shall be checked for colour garments. If garments on the last rinses are not perfectly clean and free from stains or solutions, additional rinses must be added.**



Annex III

White Garment Laundering Requirements

Suppliers to input their own laundry process by completing the chart where applicable.

Laundry Service Process	Formulas /Solutions	Inches of Water	Temperature		Time minutes
			Fahrenheit	Celsius	
1. Pre-soak					
2. Flush					
3. Flush					
4. Break					
5. Flush					
6. Suds					
7. Suds					
8. Suds					
9. Rinse					
10. Extract					
11. Rinse water					
12. Rinse water					
13. Rinse water					
14. Rinse water					
15. Rinse water					
16. Sour water, sour (acid)					

***Boil: The last three (3) rinses shall be checked for whiteness of garments. If garments on the last rinses are not perfectly clean and free from stains or solutions, additional rinses must be added.**



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

Bidder to Complete.

The Contractor must provide a firm all-inclusive per garment rate for options as described below.

The following requirement must be strictly adhered to: Failure to do so shall render the bidder's proposal as non-responsive.

It is **MANDATORY** that the bidders submit firm per unit pricing for **INITIAL PERIOD and OPTION YEARS 1, 2, and 3 and 4** for all items listed hereafter (Pricing Schedule 1, 2, 3, and 4).

Firm all-inclusive rates for garment rental, laundry and delivery services as detailed in the Statement of Work.

Pricing Schedule 1

Included in price: garment rental cost; laundry pick-up; and delivery and repairs.

Schedule 1 Initial Period (1 year) and (4) Option Years						
Item(s)	Unit Price Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Grand Total Unit Price
Long Shop Coat	\$/garment	\$/garment	\$/garment	\$/garment	\$/garment	\$
Lab Coat	\$/garment	\$/garment	\$/garment	\$/garment	\$/garment	\$
Short Shop Coat	\$/garment	\$/garment	\$/garment	\$/garment	\$/garment	\$



Shirt (White)	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Pant (White)	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Coveralls	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Sum of Unit Prices Schedule 1	\$	\$	\$	\$	\$	\$

(GST/HST extra)



Pricing Schedule 2

Cost to replace lost/damaged garment (to be invoiced separately from regular monthly invoices):

Schedule 2 Initial Period (1 year) and (4) Option Years						
Items	Unit Price Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Grand Total Unit Price
Long Shop Coat	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Lab Coat	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Short Shop Coat	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Shirt (White)	\$ /garment	\$/ garment	\$ /garment	\$ /garment	\$ /garment	\$
Pant (White)	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Coveralls	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$ /garment	\$
Sum of Unit Prices Schedule 2	\$	\$	\$	\$	\$	\$

(GST/HST extra)



Pricing Schedule 3

All-inclusive price per garment per cleaning for CFIA owned garments.
(includes in cost: laundry, pick-up, and delivery and minor repairs)

Schedule 3 Initial Period (1 year) and (4) Option Years						
ITEMS OWNED BY CFIA	FIRM PER UNIT PRICE Initial Period	FIRM PER UNIT PRICE Option Period 1	FIRM PER UNIT PRICE Option Period 2	FIRM PER UNIT PRICE Option Period 3	FIRM PER UNIT PRICE Option Period 4	Grand Total Unit Price
Shirts						
Long sleeves	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Short sleeves	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	
Pants	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Coats						
Long	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Short	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	
Coveralls	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Towels	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Parkas	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Freezer Coats	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Insulated Coveralls	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Kevlar gloves	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$
Sum of Unit Price Schedule 3	\$	\$	\$	\$	\$	\$

(GST/HST extra)



Pricing Schedule 4

Provide all-inclusive price per garment for the following miscellaneous services when requested. The submitted price for each item noted below must be valid for the duration of the contract including the (4) option years.

Item(s)	Unit Price
One-time charge for bar coding an item	\$
One-time charge for sewing on crests	\$

(GST/HST extra)

Note A: No minimum charges are allowed, the Contractor must charge CFIA only for actual services rendered as per prices detailed in Schedules 1 and 2 and 3 and 4 and 4 of this section.

Note B: For evaluation purposes only, each firm per unit price will be added up to arrive at the total cost **Schedule 1**; and of **Schedule 2** and of **Schedule 3** and **Schedule 4** and shall be added to arrive at the aggregate total.

Note C: Option years will be calculated in the overall financial evaluation.

TOTAL AGREGATE AMOUNT OF THE FINANCIAL PROPOSAL:

\$ _____ (Total of Schedules 1+2+3+4)

In the case of error in the extension of prices, the unit price will govern.



3.0 METHOD OF PAYMENT

CFIA shall make payments according to the following:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

4.0 DIRECT DEPOSIT

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

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

Additional information is available at:
www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html



Section 5
CFIA CONTRACT TERMS AND CONDITIONS
*****EXAMPLE CONTRACT ONLY*****

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

1. DEFINITIONS

1.1 For the sole purpose of this Service Contract the parties agree that:

“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

2. AGREEMENT

2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:

- 2.1.1 These Articles of Agreement;
- 2.1.2 The General Conditions 2035 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 2035 as defined in section 1.1 are hereby incorporated by reference into and form part 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:

Barbara Gorman: (613) 773-7671
or such other person as may be designated by the CFIA.

“CFIA Request for Proposal”



- 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 #> Provide at Award of Contract 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 British Columbia, 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>.

6.3 Option to Extend the Contract:

- i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four (4) additional one-year periods** under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7. CONTRACT AMOUNT AND TERMS OF PAYMENT

7.1 Basis of Payment - Firm Price

Subject to the terms and conditions of this Service Contract and in consideration for the satisfactory performance of the Work, the CFIA shall pay to the Contractor the firm amount not in any circumstances to exceed \$<amount in numbers> plus applicable taxes.

7.2 Method of Payment

Payment by CFIA shall be made as follows:



Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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

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 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.
- (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.



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: Not Applicable



ANNEX "A"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a [federally regulated employer \(http://www.labour.gc.ca/eng/standards_equity/index.shtml\)](http://www.labour.gc.ca/eng/standards_equity/index.shtml) being subject to the [Employment Equity Act](#).
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\) \(http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng\)](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 \(LAB1168\) \(http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng\)](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).



ANNEX “B”

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

A "former public servant" is any former employee of a department, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



ANNEX "C"

WORK FORCE ADJUSTMENT DIRECTIVE

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.