



REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Preventative Maintenance Contract
DATE OF RFP: July 21, 2017

Contracting Officer: Robert Smith	Telephone: (613) 773-7606 Facsimile: (613) 773-7397
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ADDRESS FOR BID DELIVERY:
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

Solicitation closes at: 3:00pm hours local time (Ottawa, Ontario)
On: September 1, 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.

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



TABLE OF CONTENTS

COVER PAGE

SECTION 1: RFP TERMS AND CONDITIONS

- 1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL**
- 2.0 REVISION OF THE DEPARTMENTAL NAME**
- 3.0 PROPOSAL DELIVERY INSTRUCTIONS**
- 4.0 BID FORMAT**
- 5.0 LOWEST BID**
- 6.0 VALIDITY OF BID**
- 7.0 LANGUAGE**
- 8.0 APPLICABLE LAW**
- 9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME**
- 10.0 PROPOSALS PREPARATION INSTRUCTIONS**
 - 10.1 PREPARATION OF TECHNICAL PROPOSAL
 - 10.2 PREPARATION OF FINANCIAL PROPOSAL
- 11.0 ENQUIRIES – SOLICITATION STAGE**
- 12.0 CONTRACTING AUTHORITY**
- 13.0 PROPOSAL AND PRE-AWARD COST**
- 14.0 PROCUREMENT BUSINESS NUMBER**
- 15.0 PRICE SUPPORT**
- 16.0 RIGHTS OF THE CFIA**
 - 16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:
 - 16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING CIRCUMSTANCES IS PRESENT
- 17.0 FINANCIAL STATEMENTS**
- 18.0 AMENDMENT**
- 19.0 AVAILABILITY OF PERSONNEL**
 - 19.1 WORK FORCE REDUCTION PROGRAMS
- 20.0 STATUS OF PERSONNEL**
- 21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE**
- 22.0 INDEPENDENT SERVICES**
- 23.0 SUBSTANTIATION OF ALLEGATIONS**
- 24.0 SECURITY REQUIREMENTS**
- 25.0 EMPLOYMENT EQUITY**
- 26.0 CONFLICT OF INTEREST**

SECTION 2: SELECTION METHODOLOGY – TECHNICAL EVALUATION

- 1.0 TECHNICAL PROPOSAL**
 - 1.1 MANDATORY EVALUATION CRITERIA
 - 1.2 CERTIFICATIONS
 - 1.3 BIDDER CLARIFICATIONS
- 2.0 EVALUATION CRITERIA**
- 3.0 MANDATORY EVALUATION CRITERIA**
- 4.0 REFERENCE PAGE**

SECTION 3: STATEMENT OF WORK



SECTION 4: FINANCIAL PROPOSAL

- 1.0 TERMS OF PAYMENT**
- 2.0 BASIS OF PAYMENT**
- 3.0 METHOD OF PAYMENT**
- 4.0 DIRECT DEPOSIT**

SECTION 5: CFIA CONTRACT TERMS AND CONDITIONS *EXAMPLE ONLY*

- 1.0 DEFINITIONS**
- 2.0 AGREEMENTS**
- 3.0 CFIA REPRESENTATIVES**
- 4.0 CONTRACTOR REPRESENTATIVES**
- 5.0 LEGAL JURISDICTION**
- 6.0 TERMS OF THE SERVICE CONTRACT AND DURATION OF THE WORK**
- 7.0 CONTRACT AMOUNT AND TERMS OF PAYMENT**
 - 7.1 BASIS OF PAYMENT
 - 7.2 METHOD OF PAYMENT
 - 7.3 DIRECT DEPOSIT
 - 7.4 INVOICING INSTRUCTIONS
 - 7.5 INCOME TAX ACT
 - 7.6 ACCEPTANCE OF THE WORK
 - 7.7 PAYMENT DUE DATE
 - 7.8 FINANCIAL ADMINISTRATION ACT
 - 7.9 GST/HST
 - 7.10 CFIA's LIABILITY
 - 7.11 PRICE CERTIFICATION
- 8.0 DISPUTE RESOLUTION**
- 9.0 HEALTH AND SAFETY**
- 10.0 SECURITY**



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 preventative maintenance at the Carling Lab.

2.0 REVISION OF THE DEPARTMENTAL NAME

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

3.0 PROPOSALS DELIVERY INSTRUCTIONS

Proposals 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 must be submitted in English and French otherwise they will not be considered.

8.0 APPLICABLE LAW

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.

10.0 PROPOSAL PREPARATION INSTRUCTIONS

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

Technical Proposal (1 copy) "with no reference to price"

Financial Proposal (1 copy)

Certifications (1 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, **two (2) 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: Robert Smith

Telephone: (613) 773-7397

Fax: (613) 773-7615

E-Mail: Robert.A.Smith@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. If for some reason the proposed resource is not available when the training is set to begin, the school will provide a replacement that meets the same requirements as the proposed resource. CFIA will need to evaluate the replacement and confirm the same qualifications as the original resource.

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

Security Clearance:

Reliability:	Confidential:	Secret:	Top Secret:	Other: X
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The contractor personnel and subcontractors will not have access to CFIA or federal government information, assets or facilities. The contractor personnel and subcontractors will be escorted at all times therefore there are no security requirements.

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 CERTIFICATIONS:

Bidders must submit the certifications specified in Section 1 and Section 2, of this RFP with their proposal or within two calendar days of a request by the CFIA. Demonstration of compliance with all items in Section 1 and Section 2 is mandatory prior to the issuance of any resulting contract. If the bidder does not provide any required information within the time limit requested, their proposal will be considered non-responsive and will receive no further consideration.

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

1.3 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 technical criteria (MT)			Cross reference to proposal
MT1	The contractor must provide a resource that has greater than (>) five (5) years professional work experience within the last 6-8 years related to servicing ICP-OES.	Provide examples of work experience listed in a resume.	
MT2	The contractor must have Perkin Elmer service certification.	Provide proof of certification.	
MT3	Willing to service the instruments as-is without recertification prior to acceptance of the service contract.	Provide a written statement in the proposal.	

The contract will be awarded to the bidder offering the lowest price and meets all mandatory criteria.



4.0 REFERENCE PAGE - EXAMPLE

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

MANDATORY CRITERIA

Page number in proposal

-
-
-
-
-



SECTION 3 - STATEMENT OF WORK

The contractor must provide a resource that can provide the CFIA with the following services:

Onsite service visits and preventative maintenance visits for two Perkin Elmer ICP-OES instruments

1. 3300DV: S/N 069N8022002
2. 5300DV: S/N 077C8031802

ICP-OES: inductively coupled optical emission spectroscopy

Background:

CFIA's Ottawa Laboratory (Carling) conducts diagnostic analysis of multi-elements in feed and fertilizer samples by ICP-OES with short service standards.

Objective:

Unlimited number of demand on-site service visits (with a maximum 72-hour response) and two (2) scheduled preventative maintenance visit for Perkin Elmer ICP-OES 3300 DV and the Perkin Elmer ICP-OES 5300 DV, including the attached chiller and autosampler for each instrument.

3300DV: S/N 069N8022002- One year contract.

5300DV: S/N 077C8031802 - One year contract with three, one year options years.

Deliverables:

The contractor is to provide the CFIA the following services:

- 1) Unlimited number of demand on-site service visits with a maximum 72-hour response
- 2) Service advice over the phone as requested
- 3) Coaching for maintenance / operation of the instrument as requested
- 4) Two (2) Scheduled Preventative Maintenance visits for each ICP-OES that will include the following:
 - Verify the sensitivity and stability of the low UV, P 178 nm, S 181 nm and then Mn257 nm. When the values of P and S are below 8000 counts for 100 ppm, the counts are noted as well as note which mirrors must be / were replaced to return to the required UV level. The second indicator that one must replace the UV mirrors is if the counts for Mn 10 ppm are close to 120,000 counts.
 - Check for and correction of any wavelength displacements. If there is one, use "examine view" to correct, if all lines are displaced, wavecal is done.
 - Verification of the RF coil and torch alignment. Next step is to see which LED of the TRIAC 1 to 4 is lit, when the plasma is on. If it is the 4th LED, one must replace the power tube.
 - When the RF compartment is open, visually verify if any parts show signs of heating or cracking then replace only those parts.
 - Verification of the argon and water pressures to see if there are any leaks. If there is a change in the argon pressure, recalibration is required to improve sensitivity.
 - Chiller maintenance. Look at the level of water in the chiller and determine if need to replace, add to or clean with 5% acetic acid.
 - Air filter maintenance. Clean the air filter to reduce heating which affects the operation of the



electronic system.

- Autosampler maintenance. Verify the autosampler for proper movement and clean the "rods" as required.
- Test the sample introduction system stability. Sampling for 5 minutes the results should be close to 1% RSD and the same for a run of 30 minutes. Find the problem if the %RSD is 1.5% or more.

The ICP-OES must be maintained / serviced to pass the required daily operation checks.

Contractor must provide record(s) of verification of equipment performance.

Contractor's Obligations:

The contractor must provide a resource for the cost and booking of any travel or accommodation.

The contractor must provide a resource to follow requirements set out by the building safety officer and exit the building during fire alarms or other evacuation procedures, even if just a fire alarm drill.

The contractor must provide a resource that is responsible to sign in and sign out with security guard for the building and follow any safety and security requirements for the building during the time inside the building.

Prior to the CFIA renewing the contract for each additional year, the contractor is to provide the CFIA with the following:

- ❖ The ICP-OES is not expected to remain operational for the next year in the opinion of the service technician.
- ❖ A service technician with Perkin Elmer service experience will not be available.

The contractor is to provide loaner parts, reconditioned parts or previously used parts to keep the instrument operational if new replacement parts are not available or until factory certified replacement parts are available.

CFIA Obligations:

The CFIA will provide access to the building from 6:00 am to 6:00 pm on any government work day Monday to Friday and 7:15 am to 5:45 pm on weekends, except when access to the building is not available to staff for safety or security reasons.

The CFIA will provide reagents and calibration standards required to operate the instrument. Provide a safe working environment and chemical waste procedures.

The CFIA is responsible for the purchase of replacement parts, as required.

The CFIA will ensure that a person from the laboratory will be available for coordination of activities during any government work day.

Security Clearance:

The contractor will be escorted at all times, therefore there is no security clearance required.



SECTION 4 - FINANCIAL PROPOSAL

1.0 TERMS OF PAYMENT

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

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

2.0 BASIS OF PAYMENT

For this RFP, bidders must specify below the Total Lump Sum Price for the performance of the work under any resulting contract. It is requested that bidders also specify below the applicable taxes amount and the Total Tendered Amount.

Initial Contract	Annual Maintenance Cost	Price
PM on 3300DV: S/N 069N8022002		\$
PM on 5300DV: S/N 077C8031802		\$
	Total	\$

Option Year 1	Annual Maintenance Cost	Price
PM on 5300DV: S/N 077C8031802		\$
	Total	\$

Option Year 2	Annual Maintenance Cost	Price
PM on 5300DV: S/N 077C8031802		\$
	Total	\$



Option Year 3	Annual Maintenance Cost	Price
PM on 5300DV: S/N 077C8031802		\$
Total		\$

For greater certainty, the Bidder agrees that the Total Lump Sum Price quoted above is inclusive of all costs.

Under any resulting contract, the above Total Tendered Amount shall mean the Contract Price for all purposes under the contract.

3.0 METHOD OF PAYMENT

The contractor will submit one (1) monthly invoice for actual time spent in the performance of the Work set out in Section 3.

4.0 DIRECT DEPOSIT

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

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

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



SECTION 5 - CFIA CONTRACT TERMS AND CONDITIONS

*****EXAMPLE CONTRACT ONLY*****

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

1. DEFINITIONS

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

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

2. AGREEMENT

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

2.1.1 These Articles of Agreement;

2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;

2.1.3 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. 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:

Robert Smith (613) 773-7397

or such other person as may be designated by the CFIA.

3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix “A” of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>

or such other person as may be designated by the CFIA.

4. CONTRACTOR REPRESENTATIVES

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Statement of Work> under the direction and control of <if applicable>



5. **LEGAL JURISDICTION**

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario, Canada

6. **TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK**

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the day of contract award

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 31st of March, 2018.

6.3 Option to Extend Contract

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **3 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 - Time and Material**

Subject to the terms and conditions of this Service Contract and in consideration for the Satisfactory performance of the Work, the CFIA shall pay the Contractor a sum not in any circumstances to exceed \$<amount in numbers> plus applicable taxes. The CFIA shall pay the following unit prices not to exceed the quantities specified only for the items stated. Daily fees, if applicable, are based on 7.5 hours. For work performed for a duration of more or less than 7.5 hours a day, the time charges will be protected to cover the actual time worked. There is no allowance for overtime. Fees are inclusive of costs related to administrative and clerical support, supplies, equipment and administrative expenses necessary to accomplish the work.

Travel and other expenses if applicable shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as the accuracy of such claim.

7.2 **Method of Payment**

Payment by CFIA shall be made as follows:

The contractor will submit one (1) monthly invoice for actual time spent in the performance of the Work set out in Section 3.

7.3 **Direct Deposit**

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

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

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

7.4 **Invoicing Instructions**

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.



CFIA

<Address>

Attention of: <project authority>

7.5 **Income Tax Act**

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip. Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

- 7.5.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal
- 7.5.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company ;
- 7.5.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;
- 7.5.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

7.6 **Acceptance of the Work**

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

7.7 **Payment Due Date**

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

7.8 **Financial Administration Act**

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

7.9 **GST/HST**

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the Province in which the taxable goods and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

7.10 **CFIA's Liability**

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

7.11 **Price Certification**

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.

- 7.11.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.
- 7.11.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.



8. 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 will not have access to CFIA or federal government information, assets or facilities. Therefore there are no security requirements.

