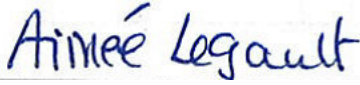




<p><b>REQUEST FOR PROPOSAL – COVER SHEET</b></p> <p>TITLE: Scientific Translation Services DATE OF RFP: August 3, 2017</p>	
<p><b>Contracting Officer:</b> Aimée Legault</p>	<p>Telephone: (613)-773-7672 Facsimile: (613) 773-7616</p>
<p><b>EMAIL ADDRESS FOR BID DELIVERY ONLY:</b> BidReceipt-ReceptiondeSoumission@inspection.gc.ca</p> <p><b>**Please clearly indicate the Request for Proposal (RFP) reference number in the <u>Subject line</u> of your email</b></p>	
<p><b>Solicitation closes at: 15:00 hours local time (Ottawa, Ontario)</b> <b>On: September 12, 2017</b></p>	
<p>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.</p> <p>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.</p>	
<p><b>This Request For Proposal consists of the following:</b></p> <ul style="list-style-type: none"> <li>i. This cover page;</li> <li>ii. Section: 1 RFP Terms and Conditions;</li> <li>iii. Section: 2 Selection Methodology;</li> <li>iv. Section: 3 Statement of Work</li> <li>v. Section: 4 Financial Proposal;</li> <li>vi. Section: 5 Contract Terms and Conditions.</li> <li>vii. Annex A: Federal Contractors Program for Employment Equity Certification</li> <li>viii. Annex B: Security Requirement</li> </ul>	
<p><b>Contracting Authority:</b></p> <div style="text-align: center;">   <hr style="width: 100%;"/> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>August 1, 2017</span> </div> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div>	
<p><b>Name and address of the Bidder</b></p>  <p><b>Telephone number:</b> _____ <b>Fax number:</b> _____</p> <p><b>Bidder's Signature:</b> 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.</p> <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>	



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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: Scientific Translation Services
- 2.0 REVISION OF THE DEPARTMENTAL NAME**  
In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).
- 3.0 PROPOSALS DELIVERY INSTRUCTIONS**  
  
Proposals must be submitted to the Bid Receiving email address ([BidReceipt-ReceptiondeSoumission@inspection.gc.ca](mailto: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 **120 days**, from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.
- 7.0 LANGUAGE**  
Bid documents and supporting information may be submitted in either English or French.
- 8.0 APPLICABLE LAW**  
The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.
- 9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME**  
Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.
- 10.0 PROPOSAL PREPARATION INSTRUCTIONS**  
It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in three (3) separate sections as follows:

<b>Technical Proposal</b>	<b>(1 soft copy) "<u>with no reference to price</u>"</b>
<b>Financial Proposal</b>	<b>(1 softcopy)</b>
<b>Certifications</b>	<b>(1 soft copy)</b>

10.1 PREPARATION OF TECHNICAL PROPOSAL



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

#### 10.2 PREPARATION OF FINANCIAL PROPOSAL

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

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

#### 11.0 ENQUIRIES – SOLICITATION STAGE

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

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

Enquiries must be received prior to 15:00 hours, Ottawa time, **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:**        **Aimée Legault**  
**Telephone:**    **613-773-7672**  
**Fax:**                **(613) 773-7615**  
**E-Mail:**            **aimee.legault@inspection.gc.ca**

#### 13.0 PROPOSAL AND PRE-AWARD COST

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

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

#### 14.0 PROCUREMENT BUSINESS NUMBER

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

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



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

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

## 15.0 PRICE SUPPORT

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

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

## 16.0 RIGHTS OF THE CFIA-ACIA

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

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

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

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



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

## **17.0 FINANCIAL STATEMENTS**

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

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

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

## **18.0 AMENDMENT**

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

## **19.0 AVAILABILITY OF PERSONNEL**

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

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

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

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

Therefore Bidders must make available the following details:

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



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

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

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

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

## **20.0 STATUS OF PERSONNEL**

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

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

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

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

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

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

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

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

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

## **22.0 INDEPENDENT SERVICES**

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

## **23.0 SUBSTANTIATION OF ALLEGATIONS**

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





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

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

#### **24.0 SECURITY REQUIREMENTS**

This Security Clearance is required at Bid closing – See cover page for the closing date.

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Section 5 - Contract Terms and Conditions;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Section 5 - Contract Terms and Conditions;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### **25.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml))

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

#### **26.0 CONFLICT OF INTEREST**

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



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

**1.0 TECHNICAL PROPOSAL**

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

**1.1 MANDATORY EVALUATION CRITERIA:**

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

**1.2 POINT RATED EVALUATION CRITERIA:**

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

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

**1.3 CERTIFICATIONS:**

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

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

**1.4 BIDDER CLARIFICATIONS:**

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

**2.0 EVALUATION CRITERIA**

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



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

<b>Mandatory Evaluation Criteria</b>			
<b>Criteria #</b>	<b>Mandatory Criteria</b>	<b>Required Supporting Information</b>	<b>COMPLIANT YES/NO</b>
<b>Corporate Criteria</b>			
<b>M1</b>	The firm must have provided English-to-French AND French-to-English translation services for a period of at least thirty-six (36) months immediately prior to July 2017, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.	The bidder must provide the following information in its bid regarding each client organization: <ul style="list-style-type: none"> <li>i. the name of the client organization that received the translation services and the name and current telephone number and/or email address of a contact in the client organization; and</li> <li>ii. a description of the translation services provided, clearly indicating:</li> <li>iii. the period during which the translation services were provided, i.e. from (month/year) to (month/year);</li> <li>iv. the nature of the documents translated;</li> <li>v. the specialized field; and the source and target languages.</li> </ul>	
<b>M2</b>	The firm must have provided editing services, in both official languages of Canada, for a period of at least thirty-six (36) months immediately prior to July 2017, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.	The bidder must provide the following information in its bid regarding each client organization: <ul style="list-style-type: none"> <li>i. the name of the client organization that received the editing services and the name and current telephone number and/or email address of a contact in the client organization; and</li> <li>ii. a description of the editing services provided, clearly indicating:</li> <li>iii. the period during which the editing services were provided, i.e. from (month/year) to (month/year);</li> <li>iv. the nature of the documents edited;</li> <li>v. the specialized field; and the document language(s).</li> </ul>	
<b>Translators</b>			
<b>M3</b>	The bidder must submit an up to date resume of each resource including education and work on relevant projects;  To demonstrate that the Bidder has the qualified resources as described in Section 3 – Statement of Work, the Bidder must provide a list of at least three (3) different translators* for the set of specialties described in M1 for English-to-French translation and at least one (1) translator* in one of the specialties described in M1 for French-to-English translation.  *The same translator may be proposed for more than one (1) specialty.	For each proposed individual, the Bidder must indicate at least: <ul style="list-style-type: none"> <li>- the individual's education;</li> <li>- the daily translation production capacity in the target language for which the translator is proposed (English or French);</li> <li>- the specialty(ies) of the translated texts;</li> <li>- the period (from month/year to month/year) during which and the length of time (number of months) the translation services were</li> </ul>	



		provided; and. the name of the client organization and the name and current email address and/or telephone number of a contact who would be able to confirm the information provided by the Bidder.	
<b>M4</b>	The translators identified in M3 must be certified members in good standing of a Canadian professional association of translators or the Canadian Translators, Terminologists and Interpreters Council (CTTIC) and/or have a diploma or undergraduate degree (or higher) in translation, literature, language training, communications or a related discipline from a recognized Canadian university.	The Bidder must provide a copy of the certification and/or degree.	
<b>Editors</b>			
<b>M5</b>	The Bidder must provide the name and resume of at least one (1) qualified editor for as and when required services as described in Section 3 – Statement of Work:. At least one (1) editor for English texts and at least one (1) editor for French texts.	For each proposed individual, the Bidder must indicate at least: <ul style="list-style-type: none"> <li>- the individual's education;.</li> <li>- the daily editing production capacity in the target language for which the editor is proposed (English or French);.</li> <li>- the specialty(ies) of the translated texts;.</li> <li>- the period (from month/year to month/year) during which and the length of time (number of months) the editing services were provided; and.</li> </ul> the name of the client organization and the name and current email address and/or telephone number of a contact who would be able to confirm the information provided by the Bidder.	
<b>M6</b>	The editors identified in M5 must be certified members in good standing of a Canadian professional association of translators or the Canadian Translators, Terminologists and Interpreters Council (CTTIC) and/or have a diploma or undergraduate degree (or higher) in translation, literature, language training, communications or a related discipline from a recognized Canadian university.	The Bidder must provide a copy of the certification and/or degree.	
<b>Security Requirement</b>			
<b>M7</b>	The proposed resources must hold a valid <b>RELIABILITY</b> screening, granted or approved by CIISD at the date and time of proposal submission. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid <b>DUPLICATE</b> security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.	The Bidder must provide a copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required.	

**4.0 POINT RATED EVALUATION CRITERIA**



Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.

The point rated evaluation criteria of the RFP are:

<b>Point Rated Evaluation Criteria</b>				
<b>Criteria #</b>	<b>Point Rated Criteria</b>	<b>Required Supporting Information</b>	<b>Max Points</b>	<b>Candidate Score</b>
<b>Translators</b>				
<b>PR1</b>	<p>The Bidder shall demonstrate that it has provided English-to-French AND French-to-English translation services for a period of at least thirty-six (36) months immediately prior to July 2017, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.</p> <p>5 + years = 3 points 4- 5 years = 2 points 3 – 4 years = 1 point &lt; 3 years = 0 points</p> <p>** Points will be calculated on the average number of years of experience for each proposed resource. **</p>	<p>Provide a copy of the proposed resource’s CV that demonstrates the translator’s work experience, clearly identifying the duration and volume of the translation experience with documents containing scientific and disease terminology, names of diseases, pests, etc. in a Federal / Provincial Government Environment.</p>	<b>3 points</b>	
<b>Editors</b>				
<b>PR2</b>	<p>The Bidder shall demonstrate that it has provided English-to-French AND French-to-English editing services for a period of at least thirty-six (36) months immediately prior to July 2017, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.</p> <p>5 + years = 3 points 4- 5 years = 2 points 3 – 4 years = 1 point &lt; 3 years = 0 points</p> <p>** Points will be calculated on the average number of years of experience for each proposed resource. **</p>	<p>Provide a copy of the proposed resource’s CV that demonstrates the editor’s work experience, clearly identifying the duration and volume of the editing experience with documents containing scientific and disease terminology, names of diseases, pests, etc. in a Federal / Provincial Government Environment.</p>	<b>3 points</b>	



<b>Total Points</b>	<b>6 points</b>	
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**5.0 BASIS OF SELECTION**

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP;

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

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

[The table below illustrates an example where the choice of the contractor is determined by a ratio of 70/30 of technical merit and price, respectively.]

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) EXAMPLE</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

**6.0 REFERENCE PAGE - EXAMPLE**

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

**MANDATORY CRITERIA**

- 
- 
- 
- 
- 

**Page number in proposal**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POINT RATED CRITERIA**

- 
- 
- 
- 

**Page number in proposal**

\_\_\_\_\_

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\_\_\_\_\_



- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Section 3**  
**STATEMENT OF WORK**

**1.0 TITLE**

External Translation and Editing Service Provider.

**2.0 CONTEXT**

**2.1** The Canadian Food Inspection Agency (CFIA) is dedicated to safeguarding food, animals and plants, which enhances the health and well-being of Canada’s people, environment and economy.

**2.2** There Agency works with its partners to implement food safety measures; manage food, animal and plant risks and emergencies; and promote the development of food safety and disease control systems to maintain safety to Canada’s high-quality agriculture, aquaculture and fisheries, and agri-food products.

**2.2.1** The Food program develops and delivers programs and services designed to protect Canadians from preventable food safety hazards, to ensure that food safety emergencies are effectively managed that the public is aware of, and contribute to, food safety and that consumers and the marketplace are protected from unfair practices. Canada’s food safety requirements apply equally to the domestic and imported food sectors.

**2.2.2** The Animal Health Program exists to minimize risks to Canada’s terrestrial and aquatic animal resource base, and to ensure the safety of animal feeds, animal products and animal vaccines (veterinary biologics), which are integral to a safe and accessible food supply as well as to public health. The program achieves its objectives by protecting Canada’s animal’s, including aquatic animals, from disease; managing animal disease incidents and emergencies; promoting and regulating animal welfare; verifying that animal feeds and vaccines are safe and efficacious; and guarding against deliberate threats to Canada’s animal resource base.

**2.2.3** The Plant Program contributes to food safety and security by preventing the introduction and spread of pests that could damage Canadian production and the income of Canadian producers; verifying Canadian farmers have access to safe and effective agricultural inputs that will support their needs as well as environmental sustainability; fostering innovation through protection of intellectual property; and maintaining the reputation of Canadian agricultural products in the global marketplace as being high-quality, pest free, safe and competitively priced.

**3.0 BACKGROUND**

**3.1** The three Operational Guidance & Expertise (OGE) Business Line Director’s (Animal, Food and Plant), would like to standardize the process for obtaining translation and obtain a contract with an external service provider. This is supported by the Inspection Support Directorate.



#### **4.0 NATURE OF TEXTS FOR TRANSLATION AND EDITING**

4.1 There will be two main types of requests submitted.

##### **4.1.1 General Administrative Texts:**

- Correspondence such a letters
- Office announcements
- Presentations
- Communication tools, such as brochures, fact sheets etc

##### **4.1.2 Specialized Technical Texts:**

- Technical guidance, such as inspection manuals, technical standards e.g. scientific methodology, containment, testing, biosecurity, etc.
- Technical advice, such as provision of situation specific technical direction to enable inspection delivery.
- Various reports, including response to audits and evaluations, parliamentary studies etc.
- Presentations
- Communication tools, such as brochures, fact sheets, etc
- Other technical or scientific documents, such as statement of work, research publications

#### **5.0 OBJECTIVE(S)**

5.1 The Operational Guidance & Expertise Business Line Director's would like to centralize translation as a way to obtain efficiencies and standardize the process. The objective is to acquire a translation service that provides the most accurate/quality product, best value of money and provides the translated material by the agreed to date/time of delivery.

#### **6.0 SCOPE OF WORK**

##### **6.1 Services**

6.1.1 The External Service Provider will process the translation and/or edit of documents for the three Operational Guidance & Expertise Business Lines; Animal, Food and Plant as required throughout the 2017-18 Fiscal year. The contractor must provide service on an as-and-when-requested basis by the requested deadlines.

##### **a. Translation services**

- The requested language of documents will be English-to-French and French-to-English.
- The estimated amount of translation to be requested is approximately 3,000+ pages.
- The requests should fall within regular business hours and should not require overtime, however rush services may be required on occasion.
- The volume request is not guaranteed and may vary depending on the operational requirements of the three Business Lines and Agency.
- Document formats will be Microsoft Word, Excel, PowerPoint and Visio.





## **b. Editing services**

- Editing services for texts already translated from English to French by the Canadian Food Inspection Agency or a third party, as and when required.
- The requests should fall within regular business hours and should not require overtime, however rush services may be required on occasion.
- The volume request is not specified at this time as it will vary depending on the operational requirements of the three Business Lines and Agency. It is anticipated that editing services are not be utilized to a significant degree.

## **7.0 DEFINITIONS**

### **7.1 Working day**

For purposes of this contract, “working days” is defined as the period between 8:00am and 5:00pm, Eastern Standard Time or Eastern Daylight Time, Monday to Friday, except federal statutory holidays.

### **7.2 Urgent work**

For the purposes of this contract, “urgent work” is defined as all translation and/or editing to be delivered the same day within a few hours.

## **8.0 DOCUMENTATION TERMINOLOGY AND SUPPORT**

- 8.1** The three Operational Guidance & Expertise Business Lines (Animal, Food and Plant) will handle inquires and process invoices received from the External Service Provider.
- 8.2** Each of the three OGE Business Lines will provide clarification on government terminology as requested by the contractor.

## **9.0 DELIVERABLES**

- 9.1** The work delivered by the External Service Provider shall meet the following quality criteria and must be deemed to be satisfactory.
- 9.2** The contractor will deliver the texts by the agreed date and time.
- 9.3** The contractor will translate the texts in a style that exactly matches the nature of which the original document was received. They will respect the spelling, grammar, syntax and usage of the target language. The message must be clear and concise by considering the tone, style and terminology used by the author.
- 9.4** The contractor will provide texts in the software used to produce the original documents such as;
- MS Office 2010 (MS Word, MS Power Point, MS Excel, MS Visio) or subsequent versions.

## **10.0 CONTRACTOR'S TEAM**

### **10.1 Translators**

**10.1.1** The contractor will provide the services of at least two (2) qualified translators, including a least one (1) back up translator.



## **10.2 Editors**

**10.2.1** The contractor will provide the services of at least one (1) qualified editor.

## **11.0 SENDING AND RETURNING TEXTS**

**11.1** Representatives from each OGE Business Line will send the text(s) to be translated and/or edited and any reference documents by email, accompanied by a translation request.

**11.2** The translation request contains all relevant details for processing the service request, including the date and time of delivery, as well as any special instructions.

**11.3** No deadline will be extended without written approval.

**11.4** The contractor will acknowledge receipt of service request.

## **12.0 MEETINGS**

**12.1** The External Service Provider will not be required to participate in any meetings.

## **13.0 TRAVEL**

**13.1** The External Translation Service Provider will not be required to travel as work can be done remotely.



**Section 4**  
**FINANCIAL PROPOSAL**

**1.0 TERMS OF PAYMENT**

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

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

**2.0 BASIS OF PAYMENT**

For this RFP, the Bidder must submit firm unit pricing as well as the quantities for each item described below. The unit pricing will be exclusive of applicable taxes.

Item(s)	Regular Rate (Cost per Word)  (A)	Rush Rate (Cost per Word)  (B)	Extended Price  (A+B)
Translation Services	\$	\$	\$
Editing Services	\$	\$	\$

Option Period 1: From April 1, 2018 to March 31, 2019

Item(s)	Regular Rate (Cost per Word)  (A)	Rush Rate (Cost per Word)  (B)	Extended Price  (A+B)
Translation Services	\$	\$	\$
Editing Services	\$	\$	\$

Option Period 2: From April 1, 2019 to March 31, 2020

Item(s)	Regular Rate (Cost per Word)  (A)	Rush Rate (Cost per Word)  (B)	Extended Price  (A+B)
Translation Services	\$	\$	\$
Editing Services	\$	\$	\$

**3.0 METHOD OF PAYMENT**

Payments to be paid on a monthly basis for actual time spent in the performance of the work set out in the SOW in Section 3.

**4.0 DIRECT DEPOSIT**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the



form from the Receiver General's website at [http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692\\_re\\_1385730987670\\_eng.pdf](http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf)

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

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



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

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

**1. DEFINITIONS**

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

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

**2. AGREEMENT**

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

- 2.1.1 These Articles of Agreement;
- 2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;
- 2.1.3 Supplemental Conditions, 4006 – Contractor to own Intellectual Property rights in Foreground Information
- 2.1.4 The document attached hereto as Appendix “A” and entitled “Statement of Work”;
- 2.1.5 The request for proposal, where applicable; and
- 2.1.6 The Contractor’s Proposal dated <date> and attached hereto as Appendix “B”.

2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.

2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. 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:

**Aimée Legault** 613-773-7672  
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 #> *TBD at contract award*  
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> 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>.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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 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:

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

## 7.3 **Direct Deposit**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at [http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692\\_re\\_1385730987670\\_eng.pdf](http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf)

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

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

## 7.4 **Invoicing Instructions**

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

CFIA  
<Address>

Attention of: <project authority>

## 7.5 **Income Tax Act**

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



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

**7.6 Acceptance of the Work**

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

**7.7 Payment Due Date**

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

**7.8 Financial Administration Act**

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

**7.9 GST/HST**

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

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

**7.10 CFIA's Liability**

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

**7.11 Price Certification**





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

7.11.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.

7.11.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.

## **8. DISPUTE RESOLUTION**

- (a) The parties shall first attempt to resolve disputes arising under the terms of this Contract through direct negotiation between their representatives who have authority to settle such disputes within thirty (30) working days of receipt of a written invitation to negotiate. The parties may agree to an extension of the thirty (30) working day period in writing.
- (b) In the event that the parties are unable to resolve the dispute through negotiation as outlined in section 9(a), the parties can agree to submit the dispute to mediation or any such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken within twenty (20) working days from the day of initiation. The parties may agree to an extension of the twenty (20) working-day period in writing. The parties agree to share the cost of mediation equally.
- (c) The parties can agree to submit any outstanding issues remaining from direct negotiation, mediation or any other dispute resolution to binding arbitration pursuant to the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55.
- (d) The parties shall agree on a single arbitrator within thirty (30) calendar days of the decision to proceed to binding arbitration. In the event that the parties cannot agree on an arbitrator, the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed. The arbitration shall take place in Ottawa.
- (e) The Parties agree to share the cost of arbitration equally. Notwithstanding, the arbitrator shall be authorized to require any party to pay the whole or part of the cost. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (f) As an alternative to the above standard alternative dispute resolution process mentioned at paragraphs a),b),c),d),e), the parties have the option of raising issues or concerns with this solicitation with the Office of the Procurement Ombudsman.
- (g) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



- (h) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**9. HEALTH AND SAFETY**

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.

**10. SECURITY**

The following security requirements (SRCL and related clauses) apply and form part of the Contract.

The Contractor/Offeror must, at all times during the performance of the Contracts, hold a valid security level clearance as identified in the Security Requirement Checklist (SRCL) Part A, Part B and Part C, as applicable, attached hereto at Annex B and forming part of the contract.



## 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](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](http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng) (AIEE) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) in place with HRSDC-Labour.

**< OR >**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng) (LAB1168) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

##### B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**< OR >**

"CFIA Request for Proposal"



- ( ) 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" SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

CFIA 4333-07-2017

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#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail <i>Translation and additional services for CFIA operational documents, questions and advice and corporate communications.</i>	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input checked="" type="checkbox"/> <i>CFM</i>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> <i>CFM</i>
	PROTECTED B / PROTÉGÉ B <input type="checkbox"/> <i>CFM</i>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET / SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments / Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / Biens	X	X														
Production																
IT Media / Support TI		X														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Heather Arbuckle		Title - Titre Director, Animal Health	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-773-5349	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Heather.Arbuckle@inspection.gc.ca	Date JUL 06 2017
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Lise Levesque-Masson		Title - Titre SOP Coordinator	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-773-1468	Facsimile No. - N° de télécopieur 613-773-1488	E-mail address - Adresse courriel l.l.m@inspection.gc.ca	Date July 6, 2017
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Aimée Legault		Title - Titre Procurement officer	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-773-7612	Facsimile No. - N° de télécopieur 613-773-7615	E-mail address - Adresse courriel aimae.legault@inspection.gc.ca	Date July 10, 2017
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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