HIGH COMPLEXITY BID SOLICITATION AND RESULTING CONTRACT TEMPLATE (HC)

FOR THE CANADIAN FOOD INSPECTION AGENCY

REQUEST FOR PROPOSAL #: E0303

FOR ONE (1) CHIEF SCIENTIST AND FOUR (4) SCIENTISTS

TO SUPPORT THE IMPLEMENTATION, ADAPTATION AND IMPROVEMENT

OF THE ESTABLISHMENT BASED RISK ASSESSMENT MODELS

RESPONSES ARE TO BE SENT BY EMAIL TO:

 ${\bf BIDRECEIPT\text{-}RECEPTIONDESOUMISSION@INSPECTION.GC.CA}$

CLOSING DATE: MONDAY, DECEMBER 17th, 2018, AT 2:00PM EST

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Agence canadienne d'inspection des aliments

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

- 1.2.1 The purpose of this Request for Proposal is to award one contract for the services of one (1) Chief Scientist and four (4) Scientists to support the implementation, adaptation and improvement of the Establishment-Based (ERA) Risk Assessment Models applied to establishments registered under the CFIA's Feeds and Animal Health Acts and Regulations from contract award until November 15, 2019, with two (2) one (1) year options to extend the contract under the same conditions.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 Former Public Servant

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

b. **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> (http://www.tbs-sct.gc.ca/pol/doc-eng.asp. and the <u>Guidelines on the Proactive Disclosure of Contracts (http://www.tbs-sct.gc.ca/pol/doc-eng.asp?id=14676).</u>

d. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies) Section II: Financial Bid (2 hard copies) Section III: Certifications (2 hard copies)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy will have priority over the wording of the other copies.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex B.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D - Electronic Payment Instruments, to identify which ones are accepted.

If Annex D - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex E.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

- **4.2.1** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 55 points.
- **4.2.2** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- **4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
- **4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
- **4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- **4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- **4.2.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

	Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)						
Overall Technical Score		Bidder 1	Bidder 2	Bidder 3			
		115/135	89/135	92/135			
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00			
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	89/135 x 80 = 52.74	92/135 x 80 = 54.52			
Calculations	Pricing Score	45/55 x 20 = 16.36	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$			
Combined Rating Overall Rating		84.51	70.74	74.52			
		1st	3rd	2nd			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada(ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6(9), Example 2, of the Supply Manual.

5.2.3.1.1 *SACC Manual* clause <u>A3050T</u> (2014-11-27) Canadian Content Definition.

5.2.3.2 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.3 Education and Experience

5.2.3.3.1 SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience

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PART 6 - OTHER REQUIREMENTS

There are no other requirements.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of contract award to November 15, 2019 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Chrétien
Title: Procurement Officer

Organization: Canadian Food Inspection Agency Address: 59 Camelot Drive, Ottawa ON K1A 0Y9

Telephone: (613) 773-7606 Facsimile: (613) 773-7615

E-mail: <u>Karine.Chretien@canada.ca</u>

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

7.5.2 Project Authority

The Project A	uthority for the Contract is:
Name: Title: Organization: Address: Telephone: Facsimile:	
E-mail: In its absence,	the Project Authority is:
Name: Title: Organization:	

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Multiple Payments

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

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

7.7.4 T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 SACC Manual Clauses: Canadian Content Certification

- 1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
- 2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2035</u> (2018-06-21) General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated ______, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.13 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX "A" - STATEMENT OF WORK

1. Title

Support for the implementation, adaptation and improvement of the Establishment-based Risk Assessment models applied to establishments registered under CFIA's Feeds and Animal Health Acts and Regulations.

2. Period

The Work is to be performed during the period of contract is awarded to November 15, 2019.

3. Background

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

The ERA model will be applied not only in Canadian food production facilities, but also in establishments that export to Canada. The model is already being implemented for domestic food establishments and is currently being adapted to include establishments conducting food importations. Last year, the CFIA Science Branch chose to develop an ERA-type model to assess the risk for food safety in establishments registered under the CFIA Animal Health Act and Regulation, such as Canadian hatcheries (ERA-Hatcheries or ERA-H model). More recently, the CFIA's Innovation, Business and Service Development Branch was mandated to build an ERA-type model that would be applicable to feed establishments (ERA-Feeds or ERA-F model). The ERA-F model will need to be developed to assess risks for human health and animal health related to the manufacture, storage, packaging, labeling or distribution of livestock feed. Adapting the ERA model to cover establishments registered under the CFIA Feeds and Animal Health Acts and Regulations will be more complex than expected and will require the creation of a multi-disciplinary team to combine expertise ensuring their scientific quality. Hence, the latter models will be the subject of work under this contract.

When implementing ERA-type models, close monitoring is needed to check the model's performance, identify and correct shortcomings and make the necessary changes. The CFIA has therefore agreed to have the model periodically updated so that the data used as its input are the latest and most pertinent, thus preserving its scientific value. To do so, in-depth literature reviews will need to be carried out along with technological developments in the livestock industry (e.g.: to obtain data on the safety of novel and trendy feeds).

4. Scope

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

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

5. Resource Requirement

The CFIA has a requirement for one (1) Chief Scientist and four (4) Scientists.

6. Tasks

- Lead the technical and scientific committees in the development and implementation of ERA-type models; plan and lead the meetings of technical and scientific committees.
- Supervise the work and participate in the activities of the technical committee in order to integrate all the risks related to the different types of establishment (as well as the different livestock species) targeted by the ERA-F model.
- Carry out targeted literature reviews and research on risk factors and new criteria for consideration with the aim of improving the ERA-F model.
- Validate and supervise studies, canvassing experts on subjects likely to enhance the ERA-F model.
- Participate in analysing and compiling the results obtained as the models are applied in different waves, including performance of the appropriate statistical analyses.
- Participate in drafting oral and written presentations and scientific articles.
- Give oral presentations and lectures on the ERA-type models on behalf of the CFIA, in particular when travelling abroad or at national events.
- Provide an interface between the data and analysis results obtained and the various updates of the mathematical model with the intent of estimating the risks associated with establishments registered under the CFIA Feeds and Animal Health Acts and Regulations.
- Participate in the fine-tuning needed to integrate new risk factors and their weighting into the ERA mathematical risk-assessment model.

- Produce periodic written or verbal reports on the progress of work and make presentations to groups of specialists; gather their feedback; follow up and modify general reporting parameters.
- Participate in developing the necessary interfaces to enable CFIA inspectors to evaluate criteria in the field and relate them to CFIA data banks that may be applicable to the models.
- Propose adjustments to the general parameters of the models following their application in different establishments.
- Participate in the activities of the scientific committee, including correction of various documents relating to developments of the ERA-type models and their application.
- Participate in defining training needs and drawing up a training plan for those involved in implementing the models.

7. Deliverables

7.1. Initial Period (contract award to November 15, 2019)						
	Level of effort (in days)					
Task	Lead Scientist	Scientist 1	Scientist 2	Scientist 3	Scientist 4	Total
Review of the literature on the risk factors for food safety/human health and livestock health related to feed establishments and feed processes.	3	4	3			10 days
Final document summarizing the risk factors and criteria to be considered in the risk assessment for human and animal health associated with feed establishments.	2	4	4			10 days
Analysis and compilation of the results of surveys on the relevance and weighting of criteria that may affect risk assessment in feed establishments.	7	10	5	5	3	30 days
Periodic evaluation of the adjusted mathematical model produced by the CFIA or its consultants, with the aim of estimating the risk levels associated with establishments under the CFIA Feeds and Animal Health Acts and Regulations.	6		4	5		15 days
Periodic written or verbal reports on the progress of the work and presentations to groups of specialists.	2	2	2	2	2	10 days
Follow-up and amendments to the general parameters of the 2017-2018 annual report on the ERA-type models and their progression.	1	2	2	2	3	10 days
Correction of various documents relating to the developments of the models and their application at frequencies determined by the CFIA.	2			5	5	12 days
Participation in defining training needs and crafting a training plan for those involved in the deployment of the models.					10	10 days
Totals	23	22	20	19	23	107 days

7.2. Option 1 (Nov. 2019-Nov. 2020)]	Level of effor	t (in days)		
Task	Lead Scientist	Scientist 1	Scientist 2	Scientist 3	Scientist 4	Total
Analysis and compilation of the results of the national data collection in feed establishments.	6	8	7	7	7	35 days
Participate in the periodic evaluation of the adjusted mathematical model produced by the CFIA or its consultants following the analysis of the national data collection in feed establishments.	5	5				10 days
Correction of various documents relating to the developments of the models and their application at frequencies determined by the CFIA.	1		5	5	4	15 days
Participate in drafting and corrections of scientific articles related to the evidence-based development steps of the models.	4	4	4	4	4	20 days
Participate in the development of communication tools according to the training plan for stakeholders involved in the implementation of the models.			4	4	6	10 days
Periodic written or verbal reports on the progress of the work and presentations to groups of specialists.	3	2	2	2	2	12 days
Follow-up and amendments to the general parameters of the 2018-2019 annual report on the ERA-type models and their progression.	1	1	1	1	1	5 days
Totals	20	20	20	23	24	107 day

7.3. Option 2 (Nov. 2020-Nov. 2021)						
Task		I	Level of effort			
1 ask	Lead Scientist	Scientist 1	Scientist 2	Scientist 3	Scientist 4	Total
Analysis and compilation of the results of the	2	4	3	3	3	15 days
national data collection in feed establishments.	4	T	3	3	3	15 days
Participate in the periodic evaluation of the						
adjusted mathematical model produced by the						
CFIA or its consultants following the analysis of	2	8				10 days
the national data collection in feed						
establishments.						
Correction of various documents relating to the						
developments of the models and their	1		5	5	4	15 days
application at frequencies determined by the						3
CFIA.						
Participate in drafting and corrections of	-	-	_	_	_	25.1
scientific articles related to the evidence-based	5	5	5	5	5	25 days
development steps of the models.						
Participate in the implementation phase of the	2		7	8	8	25 dama
ERA-F model through written or verbal presentations to stakeholders concerned.	2		/	8	ð	25 days
1						
Periodic written or verbal reports on the progress of the work and presentations to groups	3	2	3	2	2	12 days
of specialists.	3	<u> </u>	3			12 days
Follow-up and amendments to the general						
parameters of the 2019-2020 annual report on	1	1	1	1	1	5 days
the ERA-type models and their progression.	1	1	1	1	1	3 uays
Totals	16	20	24	24	23	107 days
Totals	10		<u> </u>	<i>2</i> ⊤	23	107 days

8. Constraints

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

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

9. Support provided by CFIA

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

10. Meetings

Participation in the meetings and activities of the scientific committee includes, though is not limited to the revision of the various risk-based versions of the models, completion and analysis of surveys and review and correction of reports and literature reviews. Two face-to-face meetings are scheduled in St-Hyacinthe (Quebec) with the technical committees in fall 2018 (September and October). Two face-to-face meetings are also planned in Ottawa (Ontario) with the scientific committees during the winter 2018/2019 (December and January). Weekly conference calls gathering all ERA technical committees are scheduled, except for the weeks of the face-to-face meetings. Occasional on-demand participation in conference calls of the technical subcommittees on targeted scientific and technical issues is expected.

11. Language of Work

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

12. Location of Work

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

13. Travel

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

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ANNEX "B" - BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem rate for each of the resource categories identified.

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

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

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

nitial Period (contract aw	vard to November 15, 2019)		
Items	Per Diem Rate	Estimated Quantity	Total
Chief Scientist		23 days	
Scientist 1		22 days	
Scientist 2		20 days	
Scientist 3		19 days	
Scientist 4		23 days	
		Subtotal 1	
Option 1 (Nov. 2019-Nov. 2	2020)		
Items	Per Diem Rate	Estimated Quantity	Total
Chief Scientist		20 days	
Scientist 1		20 days	
Scientist 2		20 days	
Scientist 3		23 days	
Scientist 4		24 days	
		Subtotal 2	
Option 2 (Nov. 2019-Nov. 2	2020)		
Items	Per Diem Rate	Estimated Quantity	Total
Chief Scientist		16 days	
Scientist 1		20 days	
Scientist 2		24 days	
Scientist 3		24 days	
Scientist 4		23 days	
		Subtotal 3	
	Evaluated Price (Subtot	al 1 + Subtotal 2 + Subtotal 3)	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked \times applicable firm per diem rate) \div 7.5 hours

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

ANNEX "C" - NON-DISCLOSURE AGREEMENT

, recognize that in the course of my work as an employee or subcontractor of, I may be a coess to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.	
etween Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Ser and, including any information that is confidential or proprietary to third parties, and information conce eveloped or produced by the Contractor as part of the Work. For the purposes of this agreement, information include ot limited to: any documents, instructions, guidelines, data, material, advice or any other information whether receivable, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, the isclosed to a person or that a person becomes aware of during the performance of the Contract.	eived, es but eived
agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form aformation described above to any person other than a person employed by Canada on a need to know basis. I undertageguard the same and take all necessary and appropriate measures, including those set out in any written or astructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.	ke to
also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely fourpose of the Contract and must remain the property of Canada or a third party, as the case may be.	or the
agree that the obligation of this agreement will survive the completion of the Contract Serial No.:	_
ignature	
Date	

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ANNEX "D" - ELECTRONIC PAYMENT OF INVOICES

Canada requests that Bidders complete option 1 or 2 below:

- 1. () Electronic Payment Instruments will be accepted for payment of invoices.
 - The following Electronic Payment Instrument(s) are accepted: () VISA Acquisition Card;
 - () MasterCard Acquisition Card;
 - () Direct Deposit (Domestic and International);
 - () Electronic Data Interchange (EDI);
 - () Wire Transfer (International Only);
 - () Large Value Transfer System (LVTS) (Over \$25M)
- 2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

ANNEX "E" - MANDATORY AND POINT RATED TECHNICAL EVALUATION CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet "b" above, the resumes and supporting documentation will be accepted as evidence.

Bidders must provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) must provide:

- Client Organisation Name
- Client Reference Contact Name (contact must have been employed by the client organization for the project duration)
- Client Reference Title
- Project name
- Brief project Description including Role and Tasks performed
- Project dates and duration (mm-yyyy to mm-yyyy)
- Phone Number and/or Email

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Criteria and Required Supporting Information	Bidder's response
	The Bidder must propose a Chief Scientist that demonstrates the following in an academia university research environment for governmental, professional or producer organizations:	
M1	 Experience as director of research or scientific advisor in the context of a risk assessment approach for food safety. and/or Experience as director of research or scientific advisor in the context of a risk assessment approach for livestock^a health. 	
	Demonstrate in resume with Project Summaries.	
	The Bidder must provide a Chief Scientist and a minimum of four (4) other Scientists (total of 5 resources) that have the following educational background:	
M2	 The Chief Scientist must have a Doctoral degree (PhD.) in Veterinary Science or Animal Science. The four (4) other scientific resources must hold a Doctorate of Veterinary Medicine (DMV) or a Bachelor's degree along with a Master's degree in Veterinary Science, Animal science or Food Science. One (1) other scientific resource must also hold a Doctoral Degree (PhD.) in Veterinary Microbiology. One (1) other scientific resource must also hold a Doctoral Degree (PhD.) in Veterinary Science (Epidemiology or Pathology), in Animal Science or Food Microbiology. 	
	Provide a copy of the degree.	

#	Mandatory Criteria and Required Supporting Information	Bidder's response
	The proposed Chief Scientist must be fluently bilingual (French/English).	
М3	Provide a letter or email from a previous client stating that they have received services in both official languages (French and English) and that the proposed resource was able to effectively communicate verbally and in writing with a wide range of audiences.	
	Half (2) of the other proposed Scientists must be able to read, communicate orally and in writing in Canada's both official languages.	
M4	Provide a letter or email from a previous client stating that they have received services in both official languages (French and English) and that the proposed resource was able to effectively communicate verbally and in writing with a wide range of audiences.	
	The Bidder must provide references for two (2) previous clients where the proposed resource worked as a Chief Scientist or similar position on science research initiatives.	
M5	References may be contacted for validation purposes.	
	Demonstrate in resume with Project Summaries.	

^a According to the CFIA *Feeds Act*, livestock species include: horses, cattle, sheep, goats, swine, foxes, fish, mink, rabbits and poultry and includes such other creatures as may be designated by regulation as livestock for the purposes of the Act.

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Point Rated Criteria and Required Supporting Information	Bidder's Response
	The Bidder shall demonstrate that the proposed Chief Scientist has experience working as a director of research or scientific advisor for governmental, professional or producer organizations in the development of food safety and/or animal health policies, on-farm HACCP-based models and in risk analysis.	Response
PR1	≥6 initiatives = 10 points 5 initiatives =8 points 4 initiatives = 6 points 3 initiatives = 4 points ≤2 initiatives = 2 points	
	Provide examples of initiatives for which the proposed resource has worked as a director of research or scientific advisor for governmental, professional or producer organizations in the development of food safety and/or animal health policies, on-farm HACCP-based models and in risk analysis.	
	Each initiative cited must be supported by client contact information for validation purposes.	
	The Bidder shall demonstrate that the proposed Chief Scientist has experience publishing and presenting scientific papers on the epidemiology, pathogenesis and control of microbial pathogens and/or chemical compounds that have an impact on livestock ^b health and/or public health, such as Salmonella, Campylobacter, E. coli, mycotoxins and antimicrobials.	
PR2	≥20 scientific papers = 10 points 15 up to 19 scientific papers = 8 points 10 up to 14 scientific papers = 6 points 5 up to 9 scientific papers = 4 points <5 scientific papers = 2 point	
	Provide examples of scientific papers for which the proposed resource published and presented scientific papers on the epidemiology, pathogenesis and control of microbial pathogens and/or chemical compounds that have an impact on livestock ^b health and/or animal health such as Salmonella, Campylobacter, E. coli, mycotoxins and antimicrobials.	
	Each scientific paper cited must be supported by client contact information for validation purposes.	

	#	Point Rated Criteria and Required Supporting Information	Bidder's Response
		The Bidder shall demonstrate that the proposed Chief Scientist has experience working as a director of research or scientific advisor for governmental, professional or producer organizations on initiatives associated to livestock ^b feed and/or to the safety of foods of animal origin ^c (e.g.: meat products, eggs, milk, guts) from an animal health or public health perspective.	
	PR3	≥6 initiatives = 10 points 5 initiatives = 8 points 4 initiatives = 6 points 3 initiatives = 4 points ≤2 initiatives = 2 points	
		Provide examples of initiatives for which the proposed resource has worked as a director of research or scientific advisor for governmental, professional or producer organizations on initiatives associated to livestock ^b feed science and/or to the safety of foods of animal origin ^c .	
		Each initiative cited must be supported by client contact information for validation purposes.	
		The Bidder shall demonstrate that the proposed Chief Scientist has experience managing research projects/teams on livestock health ^b and/or the safety of foods of animal origin ^c .	
	PR4	>20 projects/team = 15 points 17 up to 20 projects/team = 12 points 13 up to 16 projects/team = 9 points 9 up to 12 projects/team = 7 points 5 up to 8 projects/team = 4 points <5 projects/team = 2 points	
		Provide examples of initiatives for which the proposed resource has managed research projects/teams on livestock health ^b and/or the safety of foods of animal origin ^c .	
		Each initiative cited must be supported by client contact information for validation purposes.	
		The Bidder shall demonstrate that the proposed Chief Scientist has experience supervising or co-supervising graduate students on research studies pertaining to livestock ^b health and/or to the safety of foods of animal origin ^c .	
	PR5	≥20 students = 10 points 15 up to 19 students = 8 points 10 up to 14 students = 6 points 5 up to 9 students = 4 points ≤4 student = 2 points	
		Provide examples that demonstrate the proposed resource has experience supervising or co-supervising graduate students on research studies pertaining to livestock ^b health and/or to the safety of foods of animal origin ^c .	
		Each example cited must be supported by client contact information for validation purposes.	
ľ		A	

A minimum pass mark of 40 points is required out of 55 points

^b According to CFIA's *Feeds Act*, livestock species include: horses, cattle, sheep, goats, swine, foxes, fish, mink, rabbits and poultry and includes such other creatures as may be designated by regulation as livestock for the purposes of the Act.

^c According to CFIA's *Safe Food for Canadians Act* and *Food and Drugs Act*, a food commodity of animal origin may be defined as any animal, or any of its parts, that is manufactured, sold or represented for use as food or drink for human beings (e.g.: meat products, eggs, milk guts).