# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada

Attn: Sami Nouh

Email: sami.nouh@canada.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Agence de la santé publique du Canada Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Health Agency of Canada / Agence de la santé publique du Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet Retail Food and Water Surveillance in British Columbia				
Solicitation No. – N° de l'invitation Date				
1000203207	November 15, 2018			
Solicitation Closes at – L'invitation	Time Zone			
prend fin à - 2:00 PM	Fuseau horaire			
on / le – November 30, 2018	E91			
F.O.B F.A.B. Plant-Usine: Destination:	Other-Autre:			
Address Enquiries to: - Adresser tou	ites questions à :			
Name: Sami Nouh				
Email: sami.nouh@canada.ca				
Telephone – téléphone : 613-941-2102				
Destination – of Goods, Services, an Destination – des biens, services et e				
See Herein – Voir ici				
Delivery required - Livraison exigée				
See Herein – Voir ici				
Vendor/firm Name and address				
Raison sociale et adresse du fournisseur/de l'entrepreneur				
Facsimile No. – N° de télécopieur :				
Telephone No. – N° de téléphone :				
Name and title of person authorized	to sign on behalf of			
Vendor/firm				
Nom et titre de la personne autorisée	e a signer au nom du			
fournisseur/de l'entrepreneur				
(type or print)/ (taper ou écrire en caractères d'imprimerie)				
(SPE 21 Fransk (takes on earlies on earlies of a mile mile)				
Signature	Date			

# **TABLE OF CONTENTS**

PART '	1 - GENERAL INFORMATION	3
1.1 1.2 1.3	SECURITY REQUIREMENTS	3
PART 2	2 - BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.  FORMER PUBLIC SERVANT  ENQUIRIES - BID SOLICITATION  APPLICABLE LAWS	4 5
PART:	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 4.2	EVALUATION PROCEDURESBASIS OF SELECTION	
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART (	6 - RESULTING CONTRACT CLAUSES	14
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS. TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT. INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS. PRIORITY OF DOCUMENTS INSURANCE.	
ANNEX	C "A"	18
STAT	TEMENT OF WORK	18
ANNEX	( "B"	23
RΔSI	IS OF PAYMENT	22

# **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There is no security requirement.

# 1.2 Statement of Work

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

# 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 <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.

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.

#### 2.2 Former Public Servant

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 awarded to FPSs, 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.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, 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:

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

"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 *Canada Pension Plan Act*, R.S., 1985, c. C-8.

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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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.

# 2.4 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in separately bound files (via email) as follows:

Section I: Technical Bid (1 file)

Section II: Financial Bid (1 file)

Section III: Certifications (1 file)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

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

## Section III: Certifications

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

## 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Technical Criteria

The evaluation of the following criteria is based on a "rules of evidence" approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder's bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also 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 paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either "Yes" or a "No."

# **Mandatory Criteria**

	Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.				
Crite	ria	Cross- Reference to bid (indicate page #)	Yes	No	
Company					
M1	The Bidder must demonstrate they have a minimum of three (3) years' experience, within the last five (5) years, in the fields of veterinary medicine, epidemiology, veterinary pharmacology and veterinary microbiology (bacteriology, parasitology). The Bidder must provide, but is not limited to, credentials, projects, publications, involvement in expert working groups/committees or any other relevant milestones relevant to this expertise.				

M2	The Bidder must propose a team of resources to fulfil the requirements and deliverables in the Statement of Work. One of the proposed resources must be identified as the Project Lead who shall be the single point of contact.		
М3	The Bidder must certify they have qualified field staff/technicians available to perform the work as described in Annex A – Statement of Work.		
Resou	rces: Project Lead		
M4	The Bidder must demonstrate, using the proposed resource for Project Lead's CV, that the proposed resource has a minimum of three (3) years experience, within the last five (5) years, related to Canadian agriculture and food safety, including livestock production, irrigation and food processing/production.		
M5	The Bidder must demonstrate that the proposed resource for Project Lead is associated or affiliated with a Canadian veterinary college. The Bidder must provide proof using valid certification or documentation supporting to this criterion.		

# 4.1.1.2 Point Rated Technical Criteria

In addition to meeting the Mandatory Criteria, the Bidder should also address the Point-Rated Criteria identified below.

# Minimum overall score

The overall percentage required is 70% in order for a Bidder to be deemed compliant. Bids that fail to meet the minimum score of (32) points will be declared non-responsive and no further consideration will be given to the bid.

#	Point-Rated Technical Criteria	Points allocated	Total Available Points	Cross- Reference to bid (indicate page #)
Comp	any			
R1	The Bidder should provide a work plan and the methodology that clearly demonstrates an approach that will lead to successful	The submitted work plan and methodology:  SCORING = Max 30 points	30 Points	
	completion of the project.	SCONING - Max 30 points		
	completion of the projecti	30 points: Provides a detailed work plan and		
	The work plan and methodology should be	methodology which exceed the requirement		
	clear, logical and feasible for punctual	including deliverables and milestones which		
	delivery of the identified tasks and	addresses all the criteria listed in the RFP and includes additional areas not listed.		
	deliverables under the Statement of Work (SOW).	includes additional areas not listed.		
	The work plan must elaborate on the strategy and describe the various components in detail, including:  - Objective	20 points: Provides a detailed work plan and methodology that adequately meets the requirements including deliverables and milestones which addresses all the criteria listed in the RFP.		
	<ul> <li>Scope of work and the tasks (task breakdown)</li> <li>Deliverables, timelines and milestones</li> <li>How the work will be monitored, including information on quality control methods</li> </ul>	10 points: Provides a work plan and methodology which poorly meets the requirements including deliverables and milestones which address some of the criteria listed in the RFP.		
	<ul> <li>and reporting mechanisms.</li> <li>Identify potential risks and problem areas and provide a realistic plan for mitigating risks</li> </ul>	0 points: Does not meet the requirements.		
Resou	ırces: Project Lead			

R2	Beyond M3, the Bidder should demonstrate, using the proposed resource for Project Lead's CV, that the proposed resource for Project Lead has more than the minimum three (3) years (36 months) experience related to Canadian agriculture and food safety, including livestock production, irrigation and food processing/production.	SCORING = Max 5 points  37 to 48 months = 1 point 49 to 60 months = 2 points 61 to 72 months = 3 points 73 to 84 months = 4 points 85 to 96 months = 5 points	5 Points	
R3	Proposed Team (10 points)  The Bidder should demonstrate that the proposed Project Lead has completed five (5) projects within the last eight (8) years (96 months) of similar size and scope. Projects listed must have a brief description of associated tasks and responsibilities, the period of the project (month and year started to month and year completion), and be supported by existing material (scientific papers, resumes, brochures, corporate profiles, reference letters, etc.). Canada reserves the right to contact the referenced client to confirm completion and success of the project.	SCORING = Max 10 points  2 points per project up to a maximum of 10 points	10 Points	
	т.	Total Available Points	45	
	10	tal Points required to be deemed compliant (70%)	32	
	Final Score			

#### 4.1.2 Financial Evaluation

## 4.1.2.1 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$117,315.96 CAD** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

#### 4.2 Basis of Selection

# 4.2.1 Basis of Selection - Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 70% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
- Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid
  with the highest number of points will be recommended for award of a contract,
  provided that the total evaluated price does not exceed the budget available for this
  requirement.

#### 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 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 provided 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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> 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.

Solicitation No. -  $N^{\circ}$  de l'invitation 1000203207

#### PART 6 - RESULTING CONTRACT CLAUSES

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

## 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to the Contract.

## 6.2 Statement of Work

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

## 6.3 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.

#### 6.3.1 General Conditions

<u>2010B</u> (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 6.3.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to July 31, 2021 inclusive

#### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sami Nouh

Title: Senior Procurement and Contracting Officer

Health Canada - Public Health Agency of Canada

Chief Financial Officer Branch

Material and Assets Management Division

Telephone: 613-941-2102

E-mail address: sami.nouh@canada.ca

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.

# 6.5.2 Project Authority

The Project Authority for the Contract is (inserting at contract award):
Name:

Solicitation	n No N° de l'invitation 3207
Title:	
	zation:
	SS:
Teleph	one:
	nile:
E-mail	address:
carried Work u Project of the V	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the inder the Contract. Technical matters may be discussed with the Project Authority, however the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Work can only be made through a contract amendment issued by the Contracting Authority.  Contractor's Representative
(Inserti	ing at contract award)
Title: _ Organi:	
Telenh	one:
Facsim	nile:
E-mail	address:
Service reporte	Proactive Disclosure of Contracts with Former Public Servants viding information on its status, with respect to being a former public servant in receipt of a <i>Public e Superannuation Act</i> (PSSA) pension, the Contractor has agreed that this information will be ad on departmental websites as part of the published proactive disclosure reports, in accordance ontracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
6.7	Payment
6.7.1	Basis of Payment
Contrad contrad Canada	sideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid the firm unit prices as specified in contract (below) for a cost of \$ (insert at ct award). Customs duties are included and Applicable Taxes are extra.  a will not pay the Contractor for any design changes, modifications or interpretations of the Work, they have been approved, in writing, by the Contracting Authority before their incorporation into
the Wo	ork.
	Position Per Diem (\$)
	Project lead
	Field Staff/Technician
6.7.2	Limitation of Expenditure
i)	nadala total liability to the Contractor under the Contract must not average the
	nada's total liability to the Contractor under the Contract must not exceed \$ Customs ties are included and Applicable Taxes are extra.

ii) No increase in the total liability of Canada or in the price of the Work resulting from any design

i) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

iii) 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.

## 6.7.3 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the <a href="National Joint Council Travel Directive">National Joint Council Travel Directive</a>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost: \$93,881.67

# 6.7.4 Quarterly Payment

Canada will pay the Contractor on a quarterly basis (months June, September, December, March) for work performed during that month covered by the invoice 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 performed has been accepted by Canada.

## 6.8 Invoicing Instructions

a. 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:

- i. a copy of the release document and any other documents as specified in the Contract.
- b. Invoices must be distributed as follows:
  - i. The original must be forwarded to the following address for certification and payment. hc.p2p.east.invoices-factures.est.sc@canada.ca

## 6.9 Certifications and Additional Information

# 6.9.1 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

Solicitation No. -  $N^{\circ}$  de l'invitation 1000203207

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.

# 6.10 Applicable Laws

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

## 6.11 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 supplemental general conditions <u>4006</u> (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work; and
- (e) the Contractor's bid dated \_\_\_\_\_

#### 6.12 Insurance

It shall be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfil its obligations under the Contract and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at their expense.

#### ANNEX "A"

#### STATEMENT OF WORK

#### RETAIL FOOD AND WATER SURVEILLANCE IN BRITISH COLUMBIA:

## **SAMPLE COLLECTION 2018-2021**

#### 1. SCOPE

# 1.1. Objectives of the Requirement

The Pubic Health Agencu of Canada (PHAC) requires the services of a Contractor to provide a team of qualified field staff/technicians, coordinated by an identified Project Lead, to perform and oversee the collection of samples of fresh retail food for the Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS) and water (e.g. surface water sources, irrigation ditches etc) samples for FoodNet Canada in British Columbia. Some of the tasks are to:

- Plan and conduct collection of both retail meat samples according to the CIPARS Retail sampling schedule and water sampling according to FoodNet Canada water sampling protocols in British Columbia from date of contract award.
- Submit all retail meat samples collected in British Columbia to the CIPARS laboratories in strict accordance with CIPARS Retail standard operating procedures for microbiological testing.
- Collect all retail store and sample data from British Columbia in strict accordance with CIPARS Retail standard operating procedures, and submit these data to the CIPARS laboratories.
- 4) Collect water samples and accompanying sample (epidemiological) data from designated sites in British Columbia according to the provided FoodNet Canada water sampling schedule.

These retail surveillance activities in British Columbia will compliment other retail activities currently underway in other areas across Canada as part of the Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS) as well as FoodNet Canada farm and retail sampling in British Columbia and water sampling in other FoodNet Canada sentinel sites.

## 1.2. Background and Specific Scope of the Requirement

The Canadian Integrated Program for Antimicrobial Resistance Surveillance is a part of a set of activities undertaken by the Food-Borne Disease and AMR Surveillance Division, Centre for Food-Borne, Environmental and Zoonotic Infectious Diseases, Public Health Agency of Canada to conduct research and surveillance on antimicrobial resistance in the food continuum. It follows recommendations made by the Health Canada Advisory Committee on Animal Uses of Antimicrobials and Impact on Resistance and Human Health and the World Health Organization to establish a system for monitoring antimicrobial resistance in animals and animal-derived food products. This work is one component of a Public Health Agency of Canada/Health Canada effort to develop a national strategy for antimicrobial resistance and use in Canadian agriculture, a strategy which includes surveillance, research, risk assessment and the development and promotion of antimicrobial prudent use guidelines.

Retail meat represents a logical sampling node for surveillance of antimicrobial resistance in the food chain as it is the endpoint of the food pathway, (i.e. the point of consumer exposure prior to the kitchen). The retail component of the Canadian Integrated Program for Antimicrobial Resistance Surveillance was established in 2003 in Ontario and Québec involving sampling of ground beef, pork shoulder chops and

skin-on chicken legs. Routine sampling in Saskatchewan was added in 2004. Expansion to other provinces including those of Atlantic Canada was proposed, and strongly recommended by a November 2005 external expert review panel and implemented via a "contract model" in 2009. As surveillance is primarily geared to assess trends over time, it is most informative when data is continually collected over multiple years in an on-going fashion. As CIPARS-Retail is ultimately envisioned to be a Canada-wide program, there is a need to continue routine CIPARS-Retail sampling activities in all provinces/regions possible.

The Public Health Agency of Canada, including the Centre for Food-Borne, Environmental and Zoonotic Infectious Diseases is also currently in the process of supporting attribution efforts to understand where Canadians are getting sick, and from what sources, through the work of FoodNet Canada. This work will help to inform the estimates developed to attribute cases of illness to various foods, water and animal contact. In particular, water samples (e.g. surface water, irrigation ditches etc.) are collected on a routine (i.e. roughly bi-weekly) basis to inform the spatial and temporal distribution of enteric pathogens of human health significance in several of the sentinel sites. In the British Columbia Sentinel Site to-date, this has involved sampling at five locations in the Serpentine and Sumas watersheds. Multiple water samples are located at each site, packaged with ice, and shipped to partner laboratories for processing.

In consultation with the Centre for Food-Borne, Environmental and Zoonotic Infectious Diseases, the Contractor will conduct sampling of fresh raw chicken, turkey, beef, and pork at retail outlets for CIPARS as well as water sampling in British Columbia for FoodNet Canada to provide CIPARS Retail and FoodNet Canada surveillance program continuity in this province.

## 2. REQUIREMENTS

## 2.1. Tasks, Activities, Deliverables and Milestones

In consultation with representatives of the Centre for Food-Borne, Environmental and Zoonotic Infectious Diseases, the Contractor shall:

- a. Purchase samples of fresh (not previously frozen) skin-on chicken legs (approximately 240 samples), ground turkey (approximately 240 samples), ground beef (regular, medium, lean or extra lean) (approximately 185 samples) and pork shoulder chops (approximately 240 samples) per year, and collect the accompanying store and sample (epidemiological) data at retail outlets in British Columbia according to the provided annual sampling schedules.
- b. Provide a copy of all retail sample (chicken, turkey, pork, and beef) and store-related data following each sampling day for the purposes of data validation and entry.
- c. Collect water samples approximately on a bi-weekly basis and accompanying sample (epidemiological) data from designated sites in British Columbia over approximately 16 sampling weeks from date of contract award to March 31, 2019 and over approximately 16 sampling weeks from April to October of each fiscal year.
- d. Provide brief CIPARS Retail sampling quarterly reports which will include a tabular sample summary as well as describe any methodological and/or operational issues that were encountered during the applicable quarterly retail sampling period sampling and proposed solutions if necessary.

These reports will be submitted on or before the following dates:

- December 31st, 2018
- June 30th, 2019
- September 30th, 2019
- December 31st, 2019
- June 30th, 2020
- September 30th, 2020
- December 31st, 2020
- March 31st, 2021

e. Provide brief FoodNet Canada water sampling quarterly reports which will include a tabular sample summary as well as describe any methodological and/or operational issues that were encountered during the applicable quarterly water sampling period sampling and proposed solutions if necessary.

These reports will be submitted on or before the following dates:

- December 31st, 2018
- June 30th, 2019
- September 30th, 2019
- December 31st, 2019
- June 30th, 2020
- September 30th, 2020
- December 31st, 2020
- March 31st, 2021
- f. Prepare three (3) annual reports detailing the 2018-19, 2019-20 and 2020-21 British Columbia CIPARS Retail sampling experiences, which will describe any methodological and/or operational issues that were encountered during these two sampling periods and proposed solutions if necessary. These reports will include insight on issues that will help CIPARS related retail sampling activities in British Columbia operate more efficiently in the future.

These reports will be submitted before or on the following dates:

- March 31st, 2019
- March 31st, 2020
- July 31st, 2021
- g. Prepare three (3) annual reports detailing the 2018-19, 2019-20 and 2020-21 British Columbia FoodNet Canada water sampling experiences, which will describe any methodological and/or operational issues that were encountered during these two sampling periods and proposed solutions if necessary. These reports will include insight on issues that will help FoodNet Canada water sampling activities in British Columbia operate more efficiently in the future.

These reports will be submitted before or on the following dates:

- March 31st, 2019
- March 31st, 2020
- July 31st, 2021
- Provide separate invoices for CIPARS Retail related tasks as well as for FoodNet Canada Water related tasks on a quarterly basis.

These invoices will be submitted before or on or before the following dates:

- December 31st, 2018
- March 31st, 2019
- June 30th, 2019
- September 30th, 2019
- December 31st, 2019
- March 31st, 2020
- June 30th, 2020
- September 30th, 2020
- December 31st, 2020
- March 31st, 2021

July 31, 2021

## 2.2. Specifications and Standards

Reports and field data will be submitted in electronic format in accordance with protocols used by the Canadian Integrated Program for Antimicrobial Resistance Surveillance and FoodNet Canada. Data and retail food samples and water samples will be collected and shipped according to the protocols developed by the Canadian Integrated Program for Antimicrobial Resistance Surveillance and FoodNet Canada respectively. Acceptance of the samples at the Canadian Integrated Program for Antimicrobial Resistance Surveillance laboratories (retail food) and FoodNet Canada (water) and reports described in section 2.1 by the Project Authorities will determine the completion and satisfactory nature of the work.

## 2.3. Technical, Operational and Organizational Environment

The field work to be carried out in execution of the contract will follow the specifications outlined in the Canadian Integrated Program for Antimicrobial Resistance Surveillance protocol and sampling schedule for retail fieldwork, and FoodNet Canada protocol and sampling schedule (water) which will be provided to the Contractor's Representative and Contact by the Project Authorities. Any deviation from the Canadian Integrated Program for Antimicrobial Resistance Surveillance protocols (retail) or FoodNet Canada protocols (water) will be agreed upon by the Contractor Representative and Contact and the Project Authorities.

# 2.4. Method and Source of Acceptance

Availability to sample and field data migrating into the central data repository (CIPARS Retail) or Labware grid tables (FoodNet Canada Water) and review of the reports listed in section 2.1 by the Project Authorities (Avery for CIPARS Retail; Fleury for FoodNet Canada Water) will establish the acceptability of the work. To be accepted by the Project Authorities, data and all reports must be complete, formatted and organized in a manner similar to other data collected across these programs.

## 2.5. Reporting Requirements

One (1) copy of the reports in hard copy and electronic format will be delivered to the associated Project Authoritie) on or before the dates specified in section 2.1.

# 2.6. Project Management Control Procedures

The Contractor Representative and Contact will provide the Project Authorities with bi-monthly progress updates by email or face-to-face updates until the completion of the project. Face-to-face meetings or conference calls with the necessary parties will be held if problems or issues arise.

## 2.7. Canada's Obligations

- a. The Public Health Agency of Canada Project Authorities (or an appropriate delegate) will respond to inquiries and requests for clarification from the Contractor Representative and Contact or other agents of the Contractor within five business days.
- b. The Public Health Agency of Canada Project Authorities will make themselves or appropriate staff available for consultation related to the execution of the contract requested by the Contractor Representative Related to the execution of the contract.
- c. The Public Health Agency of Canada will provide the Contractor Representative and Contact with the Canadian Integrated Program for Antimicrobial Resistance Surveillance retail sampling schedule and sampling protocols and the FoodNet Canada water sampling schedule and sample protocols for British Columbia.
- d. The Public Health Agency of Canada will provide the Contractor Representative and Contact with Canadian Integrated Program for Antimicrobial Resistance Surveillance sample shipping

protocols (retail) and FoodNet Canada shipping protocols (water).

- e. The Public Health Agency of Canada will provide the Contractor Representative and Contact with resources to train the Contractor field worker technician, and provide feedback on the execution of the field worker technician's activities relative to the Canadian Integrated Program for Antimicrobial Resistance Surveillance (retail) and FoodNet Canada (water) protocols.
- f. The Public Health Agency of Canada will provide the Contractor Representative and Contact with all sampling supplies needed to perform sampling of raw, fresh meat at retail including a laptop PC or tablet PC for data collection using the custom Labware-compatible electronic submission form as well as any shipping supplies including pre-paid courier waybills.

# 3.3 Contractor's Obligations

- a. Unless otherwise specified, the contractor must use its own equipment and software for the performance of this Statement of Work.
- b. Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.
- c. For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authorities.
- d. The Contractor must label all equipment/furnishings as being the property of Canada.
- e. Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authorities provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.
- f. In addition to 2.1 and 2.6, the Contractor will keep adequate (e.g. up-to-date raw data in tabular form, sample frequency summaries etc.) records related to the contracted work available for review.

## 3.4 Location of Work, Work site and Delivery Point

The field work (i.e. CIPARS Retail meat sample collection as well as FoodNet Canada water samples) will be conducted in selected Census Divisions and water locations across British Columbia which, are to be determined.

# 3.5 Language of Work

All work and deliverables will be conducted in English.

## 3.6 Special Requirements

- The field staff/technicians will routinely travel to all Census Divisions selected to conduct retail food sampling throughout the sampling period according to the proportional sampling frequency determined by CIPARS.
- b. The field staff/technicians will routinely travel to all water sampling sites selected throughout the sampling period according to the FoodNet Canada water sampling schedule.

## 3.7 Travel and Living

All travel and living expenses must be pre-approved by the Departmental Representative and will be conducted in accordance to the terms of payment and the Treasury Board Travel Directive.

#### **ANNEX "B"**

## **BASIS OF PAYMENT**

# 1.0 Professional Fees

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data."

The price included in this pricing schedule does not include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 6 of the bid solicitation."

Fill in per-diem price for the following resource, the total will form your financial bid.

Position	Estimated Level of Effort	Per Diem (\$)
Project lead	Up to 12 days	\$
Field Staff/Technician	Up to 270 days	\$
	Total	\$