Agence canadienne d'inspection des aliments

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions

Cfia,bidreceipt-receptiondessoummission.acia @inspection.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Canadian Food Inspection Agency

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 therefor.

Proposition aux : Agence canadienne d'inspection des aliments

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

Date Title - Sujet Support for the development and November 29, 2021 implementation of Established-based and Importer Risk Assessment Solicitation No. - Nº de l'invitation B0260 Client Reference No. - No. De Référence du Client 20216312555 Solicitation Closes - L'invitation prend fin 5:00 pm EDT(Eastern Daylight Time) At /à: HAE (heure avancée de l'Est) On / le: December 28, 2021 **Delivery - Livraison** Taxes - Taxes **Duty - Droits** See herein — Voir aux See herein — Voir aux See herein — Voir présentes aux présentes présentes Destination of Goods and Services - Destinations des biens et services See herein — Voir aux présentes Instructions See herein — Voir aux présentes Address Inquiries to -Adresser toute demande de renseignements à Celeste Clermont Telephone No. - No. de téléphone Facsimile No. - No. de télécopieur 343-550-0949

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Re adresse et représentant du fourniss	• ,	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		

Date

Signature

File No. - N° du dossier $B0260\,$

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

The Canadian Food Inspection Agency (CFIA) is modernizing its inspection system and developing risk-based models for assigning inspection resources to Canadian food establishments, food importers, hatcheries, feed mills and renderers under its jurisdiction.

CFIA is seeking services of a Chief Scientist and four (4) Scientist to support the development, implementation, adaptation and improvement of the Establishment-based Risk Assessment (ERA) and Importer Risk Assessment (IRA) models.

The Contract period will be from date of Contract award to November 30, 2022 with two (2) options of one (1) year period to extend the contract.

There is no security requirement associated to this Contract.

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.

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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> (2020-05-28) 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

Proposals must be submitted to the Bid Receiving email address below, by the time and date indicated on the cover page.

<u>cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca</u>

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

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 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:

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- 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</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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.

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 Contracting Policy Notice: 2019-01 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.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client 20216312555

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2.4 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.

2.5 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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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

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

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 attached herein as Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

For Electronic Payment of Invoices, refer to Part 6 - Resulting Contract Clauses, Article 6.7.4 Electronic Payment of Invoices - Contract.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

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 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 bid must meet the mandatory criteria specified in **Annex C**. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration.** The treatment of mandatory requirements in any procurement process is absolute. Each mandatory criterion should be addressed separately.

4.1.1.2 Point Rated Technical Criteria

A proposal must obtain the required minimum score of 48 points in the Point Rated Technical Criteria, specified in **Annex C**, in order to be considered responsive.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, excluding applicable taxes, FOB destination, including Canadian customs duties and excise taxes.

The Bidder must complete the Basis of Payment under **Annex B**.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 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 48 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
- 2. Bids not meeting (choose "(a) or (b) or (c)" will be declared non-responsive.

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- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
- 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 **70%**.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 60/40 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 (60%) and Price (40%)

Bidder 1		Bidder 2	Bidder 3	
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluate	ed Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined	Rating	83.84	75.56	80.89
Overall R	ating	1st	3rd	2nd

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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 property 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.

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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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 Statement of Work

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

6.2 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.

6.2.1 General Conditions

2035 (2020-05-28), General Conditions - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of Contract is from date of Contract aware to November 30, 2022, inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period 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 thirty (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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Celeste Clermont

Title: Senior Procurement Officer

Contracting and Procurement Policy Directorate

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Buyer ID - Id de l'acheteur

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Canadian Food and Inspection Agency

Address: 59 Camelot Dr,

Ottawa, ON K1A 0Y9

Telephone: (343) 550-0949

Email: celeste.clermont@inspection.gc.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

*To be inserted at contract award

lame:
itle <i>:</i>
Organization:
ddress:
elephone:
mail address:

The Project Authority for the Contract is:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

*To be inserted at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

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6.7 Payment

6.7.1 Basis of Payment - Fixed Time Rate to a Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of \$_____ *to be inserted at contract award. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$_____ *to be inserted at contract award customs duties are excluded and Applicable Taxes are extra.
- 2. 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
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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.

6.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the 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.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International).

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6.7.5 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.

6.8 Invoicing Instructions

 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;
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

*to be inserted at contract award

b.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 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 *to be inserted at time of contract award.

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.

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- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28) General Conditions Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, *to be inserted at time of contract award.

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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ANNEX A STATEMENT OF WORK

Title

Support for the development, implementation, adaptation and improvement of the Establishment-based Risk Assessment (ERA) and Importer Risk Assessment (IRA) models.

Objective

To support the Canadian Food Inspection Agency (CFIA) activities related to the continuous improvement of the Establishment-based Risk Assessment (ERA) models and development of the Importer Risk Assessment (IRA) model for the Agency's risk-informed inspection oversight.

Background

The CFIA is modernizing its inspection system and developing risk-based models for assigning inspection resources to Canadian food establishments, food importers, hatcheries, feed mills and renderers under its jurisdiction. The Establishment-based Risk Assessment (ERA) models and Importer Risk Assessment (IRA) model are/have been developed to support this initiative. These models enable a consistent, transparent and structured approach to oversight and inspection.

The ERA-Food and Hatchery models are already being implemented in domestic food establishments in six commodities (dairy, maple, honey, egg, fish, processed fruits and vegetables) and hatcheries. The models are currently being adapted to assess the risk of food importers, feed mills and renderers.

Implementing these risk-based models requires close monitoring to check the model's performance, and to identify and correct shortcomings. The models require periodic updating to ensure input data is up to date and pertinent, preserving their scientific value. To do so, in-depth reviews of new scientific literature and emerging technological developments will need to be completed.

Resource Requirement

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

Tasks

- Must analyze and provide comments on targeted literature reviews and research on risk factors and new criteria for consideration with the aim of improving the ERA and IRA models;
- Must analyze and provide comments on risk-based categorization of food products belonging to specific commodities and assess food availabilities;
- Must analyze and provide comments on source attribution methodologies and studies to evaluate the risks of specific pathogen-commodities combinations;
- Must review methodology and support analysis of pilot projects and performance assessment of the model in specific commodities and sectors;

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- Must identify, select and participate in the design and methodology, with the assistance of the ERA team, related to the quantification of assessment criteria supporting the development of the IRA model;
- Must identify and review new risk factors and their relative risks in the ERA and IRA mathematical risk assessment models;
- Must lead discussions with Scientific Advisory Committees composed of experts from industry, academia, and government.

Deliverables

Reports must be delivered at the end of each task

Tasks	Description	Estimated Delivery Date
1	Provide a report on new scientific literature and emerging technologies in the food industry that impact the ERA/IRA models	November 2022
2	Provide a report on the risk-based evaluation and categorization of food products within commodities	February 2022
3	Provide a report on the methodology, analysis and results of the source attribution studies used to evaluate the risks of specific commodities and products	April 2022
4	Provide a report on the inclusion of new risk factors and assessment of their respective relative risks within the ERA and IRA mathematical risk assessment models, as well as on the completion of activities related to the models development and/or implementation	June 2022
5	Provide a report on the proposed adjustments to the mathematical model produced by the CFIA (or its consultants), with the aim of estimating the risk levels associated with license holders performing domestic and/or import activities under the Safe Food for Canadians Regulations	November 2022
6	Provide scientific publications and communications related to the models development and/or adaptation(s).	November 2022

Support provided by CFIA

The CFIA will help organize meetings (e.g. videoconference, WebEx, etc.) and handle the logistics of conference calls.

Meetings

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Weekly meetings with the Project Authority are anticipated and will be held via teleconference or video conference. An annual meeting with the Scientific Advisory Committees is anticipated.

Language of Work

All resources must be proficient orally as well as in reading and writing in both official languages of Canada.

Location of Work

It is anticipated that the work will be performed remotely within Canada.

Travel

Travel might occur within Canada, depending on public health authorities regulations (e.g. Covid constraints). An annual meeting with the Scientific Advisory Committees is anticipated within Canada.

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ANNEX B BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

For bid evaluation purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment.

CONTRACT PERIOD

1) LABOUR

	Initial Contr	act Period	
Resource	Firm Hourly Rate	Estimated Level of Efforts	Estimated Total
Chief Scientist		487.5 hours	
Scientist 1		37.5 hours	
Scientist 2		37.5 hours	
Scientits 3		37.5 hours	
Scientist 4		37.5 hours	

Estimated Cost: 5	Estimated Cost: \$	
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2) TRAVEL AND LIVING EXPENSES

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 National Joint Council Travel Directive, 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 Technical Authority.

All payments are subject to government audit.

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Estimated	COST: 3	TBD	

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OPTION PERIODS

1) LABOUR

	Option Per	iod Year 1	
Resource	Firm Hourly Rate	Estimated Level of Efforts	Estimated Total
Chief Scientist		487.5 hours	
Scientist 1		37.5 hours	
Scientist 2		37.5 hours	
Scientits 3		37.5 hours	
Scientist 4		37.5 hours	

2) TRAVEL AND LIVING EXPENSES

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 National Joint Council Travel Directive, 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 Technical Authority.

All payments are subject to government audit.

Estimated Cost:	\$	TBD
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Estimated Cost: \$ ____TBD

1) LABOUR

Option Period Year 2					
Resource	Firm Hourly Rate	Estimated Level of Efforts	Estimated Total		
Chief Scientist		487.5 hours			
Scientist 1		37.5 hours			
Scientist 2		37.5 hours			
Scientits 3		37.5 hours			
Scientist 4		37.5 hours			

2) TRAVEL AND LIVING EXPENSES

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 National Joint Council Travel Directive, 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 Technical Authority.

All payments are subject to government audit.

Total Estimated Amount to a Limitation of Expenditure: \$
Refer to Article 6.7.2 Limitation of Expenditure



ANNEX C to PART 4 OF THE BID SOLICITATION

MANDATORY AND POINT RATED CRITERIA

4.1.1 TECHNICAL EVALUATION

4.1.1.1 Mandatory Technical Criteria

	MANDATORY TECHNICAL CRITERIA					
	Mandatory Criteria	Required supporting information	Reference to proposal	MET	NOT MET	
M 1	 The Bidder's proposed Chief Scientist must have demonstrated experience in a research environment within the public or private sector as: A director of research, scientific advisor or equivalent in the development of a risk assessment model in food safety and/or epidemiology. To demonstrate, the Bidder must provide a detailed resume which includes, but not limited to, the following: a. Work description and tasks; b. Name of the public and/or private sector organization; c. Date of employment or contract and duration; 	Demonstrate in resume.				

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M2	 d. Responsibilities of the position; and e. Name, Title, Telephone number, email address and facsimile number of reference contact. The Bidder's proposed Chief Scientist and Scientist must hold the following education obtained through a recognized academic institution: The Chief Scientist must hold a PhD in Food Science, Microbiology, Veterinary Epidemiology or a related field; The Scientists must hold a PhD degree in Science The individual must have obtained its education from a recognized* Canadian university, college, or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada. *The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site (http://www.cicic.ca/2/home.canada). Photocopies of academic certification(s), 	Provide a copy of the degree.			
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M3	degree and/or diploma as proof must be submitted with the bid. The Bidder's proposed Chief Scientist must have a minimum of two (2) science research initiatives related to food safety completed in the last five (5) years. To demonstrate, the Bidder must provide the following, at the minimum: a. Project/Program/Initiative description and deliverables; b. Name of the client organization of company; c. Date of the project/program/initiative and duration; d. Nature of the project/program/initiative scope, schedule and budget; e. Responsibilities of the Chief Scientist on the project/program/initiative; and f. Name, Title, Telephone number, email address and facsimile number of reference contact. References may be contacted for validation purposes. The Bidder's proposed Chief Scientist	Demonstrate in resume. The bidder must provide the following: Name of client organization or company; Name, title, telephone number, email and fax number of contact; Description of project or contract; and When and timeframe the position was held.		
M4	The Bidder's proposed Chief Scientist and/or Scientists must have a minimum of five (5) projects related to risk assessment,	Demonstrate in resume.		

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data modeling, statistical analysis and/or algorithm development. To demonstrate, the Bidder must provide the following, at the minimum: a. Project/Program/Initiative description and deliverables;	The bidder must provide the following: Name of client organization or company; Name, title, telephone	
duration; d. Nature of the project/program/initiative scope, schedule and budget; e. Responsibilities of the Chief Scientist on the project/program/initiative; and f. Name, Title, Telephone number, email address and facsimile number of reference contact. References may be contacted for validation purposes.	 Description of project or contract; and When and timeframe the position was held. 	

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4.1.1.2 **Point Rated Technical Criteria**

Bidders 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 or points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	RESOURCE POINT RATED EVALUATION CRITERIA					
	Point Rated Criteria	Required supporting information	Points Allocation	Candidate score		
PR1	The proposed Chief Scientist demonstrated experience working as a director of research, scientific advisor or equivalent, within the public and/or private sector in the development of food safety policies and in risk analysis. To demonstrate, the proposed Chief Scientist should provide examples of projects. For each project provided as an example, the following information should be provided:	Provide examples of projects (up to 10 projects) 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 policies, on-farm HACCP-based models and in risk analysis.	2 points for each initiative provided to a maximum of 20 points.			
	a. the project name;b. the client organization;c. the project dates and duration;d. each project's duration must be more than three (3) months;	Each initiative cited must be supported by client contact information for validation purposes.				

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	e. a brief project summary, describing the nature and object of the project; and f. a project reference. Each project reference must include, at the minimum, the following information: - Client Name - Client Contact Name - Client Title - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email The proposed Chief Scientist demonstrated experience publishing			
PR2	and presenting scientific papers on food safety issues in food establishments, hatcheries, feed mills and/or renderers. To demonstrate, the proposed Chief Scientist should provide up to a maximum of 25 examples of scientific papers related to the area of food safety. For each scientific paper provided as an example, the following information should be provided: a. the scientific paper's name; b. the client organization;	Provide examples of scientific papers for which the proposed resource published and presented scientific papers on food safety issues in food establishments, hatcheries, feed mills and/or renderers.	25 – 20 examples = 10 points 19 – 15 examples = 8 points 14 – 10 examples = 6 points 9 – 5 examples = 4 points 4 – 1 examples = 2 points 0 example = 0 points	

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The proposed Chief Scientist and/or Scientists demonstrated experience working as a director of research, scientific advisor or equivalent, within the public and/or private sector on initiatives related to food safety. To demonstrate, the proposed Chief Scientist and/or Scientist should provide up to two (2) project examples that meet the following: PR3 a. the project name; b. the client organization; c. the project dates and duration; d. each project's duration must be more than three (3) months; e. a brief project summary, describing the nature and object of the project; and f. a project reference. Each project reference should include, at the minimum, the following information:

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- Client Name - Client Title - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email The proposed Chief Scientist demonstrated experience managing research projects/team in food safety. To demonstrate, the proposed Chief Scientist should provide up to 10 project examples that meet the following: a. the project name; b. the client organization; c. the project dates and duration; d. each project's duration must be more than three (3) months; e. a brief project summary, describing the nature and object of the project; and f. a project reference. Each project reference should include, at the minimum, the following information: - Client Name - Client Contact Name	Provide examples of initiatives for which the proposed resource has managed research projects/team in food safety. Each initiative cited must be supported by client contact information for validation purposes.	9-10 projects = 10 points 7-8 projects = 8 points 5-6 projects = 6 points 3-4 projects = 4 points 1-2 projects = 2 points 0 projects = points	
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PR5	- Client Title - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email The proposed Chief Scientist and/or Scientist demonstrated experience conducting research on the categorization of food products and source attribution studies. To demonstrate the proposed Chief Scientist and/or Scientist should provide up to two (2) examples that meet the following: a. the project name; b. the client organization; c. the project dates and duration; d. each project's duration must be more than three (3) months; e. a brief project summary, describing the nature and object of the project; and f. a project reference. Each project reference should include, at the minimum, the following information: - Client Name - Client Contact Name	Provide examples of projects for which the proposed resource(s) conducted research on the categorization of food products and source attribution studies. Each initiative cited must be supported by client contact information for validation purposes.	2 initiatives = 10 points 1 initiative = 5 points 0 initiatives = 0 points	
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- Client Title - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email			
Mi	nimum pass mark is 48 points	60 points	