Correctional Service Canada Service correctionnel Canada

#### **RETURN BIDS TO:**

#### **RETOURNER LES SOUMISSIONS À:**

Bid Receiving - Réception des soumissions: GEN-NHQ Contracting bid submissions <br/>bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA>

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

We hereby offer to sell to His Majesty the King 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.

Nous offrons par la présente de vendre à Sa Majesté le Roi 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 — Commentaires :

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :				
Telephone # — Nº de Téléphone :				
Fax # — No de télécopieur :				
Email / Courriel :	_			
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :				

Title — Sujet:			
Food Safety Consultant			
Solicitation No. — Nº. de l'invitation	Date:		
21120-24-4513990	December 12, 2023		
Client Reference No. — Nº. d	e Référence du Client		
BPA: 4513990			
GETS Reference No. — Nº. d	e Référence de SEAG		
Solicitation Closes — L'invita	ation prend fin		
at /à : 4PM (Eastern Time)			
on / le : January 5, 2023			
F.O.B. — F.A.B.  Plant – Usine: Destinat  Autre:	ion: Other-		
Address Enquiries to — Soul questions à:	mettre toutes		
ashley.drolet@csc-scc.gc.ca			
	Fax No. – N° de		
téléphone:	télécopieur:		
613-292-3176	N/A		
Destination of Goods, Services a Destination des biens, services of			
Instructions: See Herein Instructions : Voir aux présentes	3		
Delivery Required — Livraison	Delivery Offered –		
exigée : See herein	Livraison proposée : Voir aux présentes		
Name and title of person authori Vendor/Firm Nom et titre du signataire autoris l'entrepreneur			
Name / Nom	Title / Titre		
Signature	Date		
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)			

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#### **PART 1 - GENERAL INFORMATION**

#### 1. Statement of Work

The Work to be performed is detailed under Annex A.

#### 2. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

## 3. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 4. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <a href="the Office of the Procurement Ombudsman email">the Office of the Procurement Ombudsman email</a> address, by telephone at 1-866-734-5169, or by web at <a href="the Office of the Procurement">the Office of the Procurement</a> Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <a href="Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the OPO website.



#### **PART 2 - BIDDER INSTRUCTIONS**

#### 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> 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> (2023-06-08) 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: sixty (60) days

Insert: one twenty (120) days

#### 2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation.

Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.

- c. Bidders should include the bid solicitation number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

#### 3. Former Public Servants

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.

#### 4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 business 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.

#### 5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province where the work is being performed**.

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

#### 1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one electronic copy in PDF format

Section II: Financial Bid: one electronic copy in PDF format

Section III: Certifications: one electronic copy in PDF format

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

#### Bidders should submit their technical bid and financial bid in two separate documents.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the <u>Policy on Green Procurement</u>. To assist Canada in reaching its objectives, bidders should:

- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.); and
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

#### 2. 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.

#### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Financial Criteria. The total amount of Applicable Taxes must be shown separately.

Annex B - The unit prices in Annex be will become the Basis of Payment in the contract.

## 3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

#### 4. Section III: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 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 by the process indicated in 1.1..
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

Proposals containing a financial bid other than the one requested at will be declared non-compliant.

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Financial Criteria** 

## 2. Basis of Selection – Mandatory Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

#### 1. 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.

## 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
- v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
- vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <u>Integrity Declaration Form</u>. Bidders must submit this form to Correctional Service of Canada with their bid.

## 1.2 Integrity Provisions – Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:	
OR	
☐ The Bidder is a partnership	

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

## 1.3 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.

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.

## 1.4 Status and Availability of Resources

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

## 1.5 Language Requirements - Bilingual

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

## 1.6 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

#### 1.7 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### PART 6 - RESULTING CONTRACT CLAUSES

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

#### 1. Institutional Access Requirements

- 1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- 1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

## 2. Statement of Work

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

#### 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> issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

## 3.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

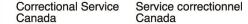
#### 3.2 Supplemental General Conditions

4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules, apply to and form part of the Contract.

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## 3.3 Replacement of Specific Individuals

- 3.3.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.3.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



- a. The name, qualifications and experience of the proposed replacement; and
- b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3.3.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period of February 01, 2024 to February 01, 2027 with the option to renew for two additional one-year periods.

#### 4.2 Option to Extend the Contract

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year period(s) 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.
- 4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor 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.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ashley Drolet or delegate Title: Procurement Officer Correctional Service Canada

Branch/Directorate: Contracting and Materiel Services

Telephone: (613) 292 3176

E-mail address: ashley.drolet@csc-scc.gc.ca

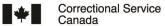
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions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

#### 5.2 Project Authority (fill out at contract award only)

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)



Service correctionnel Canada

Telephone: (XXX)

E-mail address: (XXX)

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.

## 5.3 Contractor's Representative (fill out at contract award only)

The Authorized Contractor's Representative is:
Name:
Title:
Company:
Address:
Telephone:
E-mail address:

#### **Payment**

## 6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of . Customs duties are excluded and Applicable Taxes are extra.

## 6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ . Customs duties are included 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
  - c. 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.

## 6.3 Terms of Payment - Multiple Payments

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

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

#### 6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30) Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

#### 6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

## 6.6 Electronic Payment of Invoices - Contract

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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

## 7. 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;
- a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the invoices, receipts, vouchers for all direct expenses;
- e. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. The original and one copy must be forwarded to the email address shown on page 1 of the Contract for certification and payment.

Email Address: (insert at contract award)

#### 8. Certifications and Additional Information

#### 8.1 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.

#### 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the work is being done.

## 10. 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 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010C (2022-12-01), General Conditions Services (Medium Complexity);
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C Evaluation Criteria; and
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## 11. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- 13.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 13.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 13.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

#### 14. Closure of Government Facilities

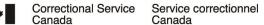
- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

## 15. Compliance with CSC Policies

- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

#### 16. Health and Labour Conditions

- 16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 16.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.



16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

## 17. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

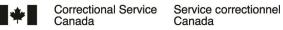
- 17.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 17.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 17.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 17.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

#### 18. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

## 19. Privacy

- 19.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 19.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain



that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 20. 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.

#### 21. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

#### Service correctionnel Canada

#### **ANNEX A - STATEMENT OF WORK**

The Correctional Service of Canada has a requirement to engage a Food Safety and Quality consultant, with specialized knowledge in cook-chill and reduced oxygen packaging processes, to provide technical guidance related to our Food Safety and Quality Program and food production processes at each of our five (5) Regional Food Production Centers. The work will involve the following:

#### 1.1 Background

Correctional Service of Canada (CSC) Food Services operates five (5) Regional Food Production Centers (RFPCs) across the country that prepare food products (soups, sauces, fillings, and sous-vide meats) using a cook-chill and reduced oxygen packaging process. The products are distributed from the RFPCs to institutional "finishing" kitchens within each region. The RFPCs operate under a Hazard Analysis Critical Control Point (HACCP) based Food Safety and Quality (FSQ) program. The FSQ program is designed around principles established in the Codex Alimentarius General Principles of Food Hygiene; the Canadian Food Inspection Agency (CFIA) Preventative Control Plan for food manufacturers; the Federal/Provincial/Territorial Food Safety Committee (FPTFSC) Food Retail and Food Services Code (FRFSC); the Food and Drug Administration (FDA) Food Code; and Global Food Safety Initiative (GFSI) benchmarked food safety schemes.

#### 1.2 Objectives:

The objective of this work is to engage a Food Safety and Quality consultant to assist CSC in reviewing, revising, and validating the FSQ program; reviewing and providing recommendations for continuous improvement of food production processes at RFPCs; developing training tools and resources related to the FSQ program; and analyzing critical food safety deviations to determine product safety and provide recommendations for corrective actions.

#### 1.3 Tasks:

Through the issuance of Task Authorizations (TA), the contractor must complete the following tasks on an "as and when requested" basis:

- 1.3.1 Review and revision of the current FSQ program
  - 1.3.1.1 Identify gaps and recommend revisions to the FSQ program framework and documentation, including prerequisite programs, Hazard analysis and HACCP plan, standard operating procedures (SOPs), verification records and logs, and records management framework
  - 1.3.1.2 Collaborate with the CSC Project Authority to revise existing documentation and create new documentation where needed to address identified gaps in the FSQ program framework
  - 1.3.1.3 Validate the effectiveness of the revised FSQ program at controlling food safety and quality hazards in RFPC operations
- 1.3.2 Continuous improvement of food production processes
  - 1.3.2.1 Within the first year of the contract, visit each of the five (5) RFPCs and observe operations for three (3) consecutive days at each site to become familiar with the individual operational contexts of each RFPC
  - 1.3.2.2 Provide recommendations for food production process improvements at each of the five(5) RFPCs based on industry best practices
  - 1.3.2.3 Provide responses to specific questions from the CSC Project Authority regarding the interpretation of food safety legislation, food safety schemes and codes of practice, and industry practices as they relate to RFPC operations and the FSQ program framework
  - 1.3.2.3 Review findings of internal and external food safety and quality audits and provide recommendations for corrective and preventative actions
  - 1.3.2.4 Participate in annual reviews of the FSQ Program framework and documentation
  - 1.3.2.5 Validate the effectiveness of the FSQ program at controlling food safety and quality hazards in RFPC operations whenever changes to food production processes or the FSQ program framework are made

#### 1.3.3 Training tools and resources

- 1.3.3.1 Identify gaps and recommend appropriate training requirements related to the FSQ program for staff, inmates, and external contractors working in RFPCs
- 1.3.3.2 Collaborate with the CSC Project Authority to develop training resources related to the FSQ program for staff, inmates, and external contractors working in RFPCs

#### 1.3.4 Deviation analysis

- 1.3.4.1 Review and provide recommendations related to deviation procedures for food safety deviations that occur during food processing activities at RFPCs
- 1.3.4.2 Provide analysis and recommend steps for root cause analyses and corrective actions when food safety deviations occur during food processing activities at RFPCs
- 1.3.4.3 Use appropriate tools, such as microbial growth models, to determine product safety and make recommendations to distribute, reprocess, or destroy products when critical control point deviations occur during food processing activities at RFPCs

#### 1.4 Deliverables:

- 1.4.1 Specific deliverables and timelines for each task will be agreed upon by the CSC project authority and the Contractor, and defined in a TA prior to the task being performed
- 1.4.2 Contractor-produced reports, documents, resource material, or other documentation defined in TAs must be completed using Microsoft Office products and delivered to the CSC project authority electronically
- 1.4.3 The contractor must provide copies of all evidence used to support the validation of the FSQ program
- 1.4.4 Upon validation of the effectiveness of the FSQ program at controlling food safety and quality hazards in RFPC operations, the contractor must provide digitally signed validation letters to that effect in .pdf format

#### 1.5 Location of work:

 a. The Contractor must perform the work at the contractor's place of business and CSC RFPC facilities identified in section b below.

## b. Travel

- i The Contractor is responsible for paying their own travel and living expenses associated with site-visits to the five (5) RFPCs
- ii. Travel to the following locations will be required for performance of the work under this contract:

#### Atlantic Region

Dorchester Regional Food Production Center Dorchester Minimum Penitentiary Building F-116 4902 Main St. Dorchester, NB E4K 2Y9

## Québec Region

Archambault Centre Régional de Production Alimentaire 244 Montée Gagnon Sainte-Anne-Des-Plaines, QC J0N 1H0

#### Ontario Region

Bath Regional Food Production Center Bath Institution 5775 Bath Rd. PO Box 1500 Service correctionnel Canada

Bath, ON K0H 1G0

Prarie Region

Bowden Regional Food Production Center Bowden Institution Hwy 2 PO Box 6000 Innisfail, AB T4G 1V1

Pacific Region

Matsqui Regional Food Production Center Matsqui Institution PO Box 2500 33344 King Road Abbotsford, BC V2S 4P3

## 1.6 Language of Work:

The contractor must perform all work in both English and French.

- 1.6.1 The contractor must work with the CSC Project Authority and provide all deliverables in English, except for the following:
  - 1.6.1.1 The contractor must perform and deliver all work specific to the Quebec Region RFPC in French
  - 1.6.1.2 The contractor must deliver all validation letters for the FSQ program in both English and French

### ANNEX B - Financial Criteria

Contract Period							
Resource Category	Level of Experience	Number of Resources	Year	Estimated Number of Hours	Firm Hourly Rate	Total	
Ctoffing			1	168	\$	\$	
Staffing Consultant	Senior	1	2	88	\$	\$	
Consultant				3	88	\$	\$
	Sub-Total:						
Applicable Taxes:							
					TOTAL:		

## 1.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm hourly rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

Option Period 1					
Resource Category	Level of Experience	Number of Resources	Estimated Number of Hours	Firm Hourly Rate	Total
Staffing Consultant	Senior	1	68	\$	\$
				Sub-Total:	
			,	Applicable Taxes:	
				TOTAL:	

Option Period 2					
Resource Category	Level of Experience	Number of Resources	Estimated Number of Hours	Firm Hourly Rate	Total
Staffing Consultant	Senior	1	68	\$	\$
Sub-Total:					
			1	Applicable Taxes:	
				TOTAL:	

#### 2.0 Applicable Taxes

- 2.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- 2.2 The estimated Applicable Taxes of \$ <u>To Be Inserted at Contract Award</u> are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not

apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

## 3.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

3.1 () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

( ) Direct Deposit (Domestic and International).

3.2 () Electronic Payment Instruments will not be accepted for payment of invoices.

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

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

#### **Annex C - Evaluation Criteria**

#### 1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name;
    - b. Organization;
    - c. Current Phone Number; and
    - d. Email address if available

## 1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

## **MANDATORY TECHNICAL CRITERIA**

In their proposal, the Bidder must identify a Process Authority in HACCP Subject Matter Expert and a Food Safety and HACCP Certified Specialist.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
Food Sa	afety Program Auditor		
<b>M</b> 1	The Bidder must demonstrate that the proposed resource has a Master's degree or Doctorate in Science with a specialization in Food Science, Microbiology, or Food Engineering.  - The bidder must provide a copy of their Degree or Diploma in thebid.		
M2	The Bidder must demonstrate that the proposed resource has a minimum of 24 months experience within the last 60 months validating HACCP-based food safety plans in accordance with the principles outlined in the Codex Alimentarius document Guidelines for the validation of food safety control measures (PDF) for *commercial or institutional foodservice operations using cookchill, sous-vide cooking, and reduced oxygen packaging processes through submission of a detailed CV.  *Commercial operations include: Food Manufacturers, Food Processors, Restaurants Caterers, and Hotels  The Bidder must provide the following details as to how the stated experience was obtained:  1. Name of the client and contact		
	<ul> <li>information;</li> <li>The total number of months of experience performing the abovementioned task(s);</li> <li>The start and end dates of each contracts t(s) performing the abovementioned task(s);</li> </ul>		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	Details about the work performed by the Bidder on the contract(s) including deliverables;		
	The experience must have been obtained within the last five (5) years preceding the closing date of the solicitation.		
	The Bidder must demonstrate that the proposed resource has a minimum of 24 months experience within the last 60 months in developing HACCP-based food safety plans for *commercial or institutional foodservice operations using cook-chill, sous-vide cooking, and reduced oxygen packaging processes through submission of a detailed CV		
	*Commercial operations include: Food Manufacturers, Food Processors, Restaurants Caterers, and Hotels		
М3	The Bidder must provide the following details as to how the stated experience was obtained:		
	<ol> <li>Name of the client and contact information;</li> <li>The total number of months of experience performing the abovementioned task(s);</li> <li>The start and end dates of each contract(s) performing the abovementioned task(s);</li> <li>Details about the work performed by the Bidder on the contractt(s) including deliverables;</li> </ol>		
	The experience must have been obtained within the last (5) years preceding the closing date of the solicitation.		
M4	The Bidder must demonstrate that the proposed resource has a minimum of 24 months experience within the last 60 months in developing and delivering training material for HACCP-based food safety programs through submission of a detailed CV		
	The Bidder must provide the following details as to how the stated experience was obtained:		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	1. Name of the client and contact information; 2. The total number of months of experience performing the abovementioned task(s); 3. The start and end dates of each contract (s) performing the abovementioned task(s); 4. Details about the work performed by the Bidder on the contract(s) including deliverables;  The experience must have been obtained within the last (5) years		
	preceding the closing date of the solicitation.  The Bidder must demonstrate that the proposed resource has a minimum of 24 months experience		
	within the last 60 months in analyzing, modeling and interpreting pathogen growth models specific to Food Microbiology through submission of a detailed CV  The Bidder must provide the following details as to how the stated experience was obtained:		
M5	<ol> <li>Name of the client and contact information;</li> <li>The total number of months of experience performing the abovementioned task(s);</li> <li>The start and end dates of each contract(s) performing the abovementioned task(s);</li> <li>Details about the work performed by the Bidder on the contract(s) including deliverables;</li> </ol>		
	The experience must have been obtained within the last (5) years preceding the closing date of the solicitation.		
М6	The Bidder must provide a current CV containing a work history or project history demonstrating their experience providing consulting services related to food safety and quality for *commercial or institutional foodservice operations using cook-chill, sous-vide cooking, and reduced oxygen packaging processes.		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	*Commercial operations include: Food Manufacturers, Food Processors, Restaurants Caterers, and Hotels		
	The Bidder must submit an environmental greening plan or document that describes their efforts in energy or resource management and savings.  For bidder must address three of the five categories listed below. that displays		
	consideration of their environment impact.  a) Electrical or energy conservation		
	b) Recycling or reuse		
	c) Carbon emission reduction		
	d) Use of alternative energy		
	e) Fuel use reduction		
	f) Paper reduction		
M7	g) Green certification for facilities		
	h) Process improvement and		
	certification		
	i) Ongoing active research into		
	greening initiatives		
	j) A current member of an		
	environmental stewardship		
	group		
	The bidder must submit detail or an environmental plan document exhibiting their actions and identifying the efforts undertaken to address environmental concerns		