



<b>REQUEST FOR PROPOSAL – COVER SHEET</b>	
TITLE: Infectious Salmon Anemia Outbreak Response DATE OF RFP: June 13/13	
<b>Contracting Officer:</b> Tom Harrington	Telephone: (613) 773-7563 Facsimile: (613) 773-7615
<b>ADDRESS FOR PROPOSAL DELIVERY:</b>	
<b>tom.harrington@inspection.gc.ca</b>	
<b>Solicitation closes at: 12:00 hours local time (Ottawa, Ontario)</b> <b>On: June 18, 2013 ***ELECTRONIC BIDS ONLY***</b>	
<p>The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.</p> <p>Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.</p>	
<b>This Request For Proposal consists of the following:</b> <ul style="list-style-type: none"> <li>i. This cover page;</li> <li>ii. Section: 1 RFP Terms and Conditions;</li> <li>iii. Section: 2 Selection Methodology;</li> <li>iv. Section: 3 Statement of Work</li> <li>v. Section: 4 Financial Proposal;</li> <li>vi. Section: 5 Contract Terms and Conditions.</li> </ul>	
<b>Contracting Authority:</b>	
_____ Signature	_____ Date
<b>Name and address of the Bidder</b>          <b>Telephone number:</b> _____ <b>Fax number:</b> _____  <b>Bidder's Signature:</b> The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.  _____ <b>Signature</b> <span style="float: right;">_____</span> <b>Date</b>	



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**Section 1**

"CFIA Request for Proposal"



## RFP TERMS AND CONDITIONS

- 1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**  
The purpose of this RFP is to seek proposals for services related to: Infectious Salmon Anemia Outbreak Response, Goblin Bay, NL.
- 2.0 REVISION OF THE DEPARTMENTAL NAME**  
In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), to the Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).
- 3.0 LOWEST BID**  
The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
- 4.0 VALIDITY OF BID**  
Bids will remain open for acceptance for a period of not less than **60 days** from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.
- 5.0 LANGUAGE**  
Bid documents and supporting information may be submitted in either English or French.
- 6.0 APPLICABLE LAW**  
The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.
- 7.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME**  
Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.
- 8.0 PROPOSAL PREPARATION INSTRUCTIONS**  
It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in two (2) separate sections as follows:

**Technical Proposal** (1 copy) "with no reference to price"  
**Financial Proposal** (1 copy)

- 8.1 PREPARATION OF TECHNICAL PROPOSAL**  
Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology in section 3.
- 8.2 PREPARATION OF FINANCIAL PROPOSAL**  
Costs shall not appear in any other area of the proposal except in the Financial Proposal section.

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

**Technical and financial proposals shall be sent in as separate files as e-mail attachments.**



## 9.0 ENQUIRIES – SOLICITATION STAGE

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

Enquiries must be in writing.

Enquiries must be received prior to 15:00 hours, Ottawa time, **48 hours** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

## 10.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency  
Procurement and Contracting Service Centre  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9

**Attention:** Tom Harrington  
**Telephone:** 613-773-7563  
**Fax:** 613-773-7615  
**E-Mail:** tom.harrington@inspection.gc.ca

## 11.0 PROPOSAL AND PRE-AWARD COST

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

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

## 12.0 PROCUREMENT BUSINESS NUMBER

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

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

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

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



### 13.0 PRICE SUPPORT

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

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

### 14.0 RIGHTS OF THE CFIA-ACIA

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

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

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

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
  - i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
  - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
  - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
  - iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3)



days within which to make representations, prior to making a final decision on the proposal rejection.

#### **15.0 FINANCIAL STATEMENTS**

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

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

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

#### **16.0 AMENDMENT**

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

#### **17.0 AVAILABILITY OF PERSONNEL**

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

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

##### **17.1 WORK FORCE REDUCTION PROGRAMS**

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

Therefore Bidders must make available the following details:

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

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

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



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

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

#### **18.0 STATUS OF PERSONNEL**

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

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

##### **18.1 FORMER FEDERAL PUBLIC SERVANTS**

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

#### **19.0 CERTIFICATION OF EDUCATION AND EXPERIENCE**

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

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

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

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

#### **20.0 INDEPENDENT SERVICES**

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

#### **21.0 SUBSTANTIATION OF ALLEGATIONS**

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

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

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





## 22.0 EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity (FCP EE) requires that Canadian organizations bidding for federal government contracts, \$200,000.00 and over, make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared "Ineligible Contractor" by Human Resources Development - Labour (HRDC - Labour) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations (currently \$25,000, including all applicable taxes), either as a result of finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the Program for a reason other than reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

a) The program requirements do not apply to organizations which:

- ( ) have fewer than 100 permanent part-time and/or full time employees across Canada or;
- ( ) are a federally regulated employer.

**(Please check the appropriate item above if applicable)**

b) If the bidder's organization does not fall within the parameters of items above, the program requirements do apply and, as such the bidder is required to submit a duly signed Certificate of Commitment as referenced below, or its Certificate number confirming its adherence to the program.

In all cases, the bidder is required to produce evidence of supporting information on demand, if such evidence is not provided with its bid. Under no circumstance will a contract be awarded to an organization that does not comply with the requirements of the FCP EE, unless it is exempt from the Program.

NOTE:

- The FCP EE applies to Canadian-based bidders only.
- The Certificate of Commitment, criteria and other information about the FCP EE, are available in the Standard Acquisition Clauses and Conditions Manual, Section 2, and on the PWGSC Internet site at: <http://www.pwgsc.gc.ca/sacc/choice-e.html>



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

**1.0 TECHNICAL PROPOSAL**

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

**1.1 MANDATORY EVALUATION CRITERIA:**

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

**1.2 POINT RATED EVALUATION CRITERIA:**

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

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

**1.3 BIDDER CLARIFICATIONS:**

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

**2.0 EVALUATION CRITERIA**

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

**3.0 MANDATORY EVALUATION CRITERIA**

**Bidders must indicate a yes/no answer for the following three mandatory criteria, failure to do so will disqualify your bid.**

The mandatory evaluation criteria of this RFP are:

Mandatory Criteria	Yes/No
<p><b>Q.1. Bidders must have the capacity to manage the transportation and disposal of a biomass of 4 to 5 hundred tonnes of infected product within a timeframe of two weeks or less from the start of depopulation. Activity to start in the month of June, 2013.</b></p>	



<p><b>Q.2. Bidders must have previous experience and knowledge of biocontainment practices in the last three years dealing with products that have been quarantined by provincial or federal governments.</b></p>	
<p><b>Q.3 Bidders must have a written methodology to inactivate the Infectious Salmon Anaemia virus, and if waste water is generated as part of the process, bidders must have effluent controls to inactivate the virus.</b></p>	

**4.0 POINT RATED EVALUATION CRITERIA**

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain a minimum pass mark of **70%** for each point rated evaluation criteria and an overall minimum pass mark of **140 points out of a maximum of 200 points in order to be considered responsive.**

**The point rated evaluation criteria of the RFP are:**

**1. Bidders shall demonstrate the capacity to manage the transportation and disposal of a biomass of 4 to 5 hundred tonnes of infected product within a timeframe of two weeks or less from the start of depopulation during the month of June, 2013.**

Understanding of scope and objectives, 20 points;  
Technical capability of the firm: references on similar work, 20 points;  
Work plan time schedule 20 points;

**2. Bidders shall demonstrate previous experience and knowledge of biocontainment practices dealing with products that have been quarantined by provincial or federal governments.**

Demonstration of knowledge of biocontainment practices, 30 points;  
Experience with biocontainment practices (provide examples), 30 points;

**3. Bidders shall describe the methodology to inactivate the Infectious Salmon Anemia virus including details such as time temperature information, specifications on cleaning & disinfection materials, knowledge of cleaning & disinfection concepts including hot-warm-cold zones and if waste water is generated methodologies for effluent control procedures which inactivate the Infectious Salmon Anaemic virus must be described.**

Quality/control plan/Standard Operating Procedure, 80 points;

**5.0 BASIS OF SELECTION**

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP;
- b) Obtain a minimum pass mark of **70%** for each point rated evaluation criteria; and
- c) an overall minimum pass mark of **140 (70%)** out of a maximum of **200 points**;



The Bidder will be selected on a best value basis, the total cost divided by the total technical score. The bidder with the lowest cost per point will be selected.

**6.0 REFERENCE PAGE - EXAMPLE**

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

**MANDATORY CRITERIA**

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**Page number in proposal**

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**POINT RATED CRITERIA**

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**Page number in proposal**

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

**Title: Infectious Salmon Anaemia (ISA)**  
**Destruction/Depopulation**

**Background:**

The Canadian Food Inspection Agency (CFIA or "Agency") is mandated by the Minister of Agriculture and Agri-Food to respond to incursions of foreign animal disease (FAD) into Canada. Outbreaks of the most serious of these diseases could cost Canada's livestock industry billions of dollars in lost production, the loss of international markets through export embargoes, collateral damage, and the costs of control and response activities.

The *Health of Animals Act* addresses diseases and toxic substances that may affect animals or be transmitted by animals to persons, and the protection of animals. The purpose of the *Act* and the *Health of Animal Regulations* is to prevent the introduction and spread of communicable diseases in Canada. The *Act* provides, among other things, for the importation and exportation of animals, the control of infected places, and the regulation of animal transportation.

Canada is the 5th largest seafood exporter in the world, 80% of wild and farmed production is exported, aquatic animal exports generate approximately \$4B annually. Early detection of disease incursions that could have an impact on Canada's resource base, or trade (national, international), Maintaining Canada's aquatic animal health status for exports, Preventing spread of regionally located diseases.

Newfoundland is now experiencing its third case of ISA.

**Objective:**

- For the harvesting, destruction and disposal of infected salmon related to infectious salmon anaemia.
- The contract shall be guided by the Standard Operating Procedures provided by the contractor and approved by CFIA.
- All animals ordered destroyed must be done so in a humane, expedient, and safe manner.
- The contractor will be required to ensure all municipal, provincial, and federal requirements are adhered to.

**Scope of Work:**

- Harvest of infected salmon in a humane way at aquaculture sites located in various isolated communities in Newfoundland. The biomass is expected to be in the range of 4 to 5 hundred metric tons.



- Develop Standard Operational Procedures (SOP's) for each element of the scope of work including harvest, destruction, transportation, disposal and cleaning & disinfection of the equipment and conveyance. All SOP's must be pre-approved by CFIA prior to implementation.
- Transportation of infected salmon to an approved suitable site for disposal. Upon unloading from the conveyance, cleaning and disinfection of the conveyance under the supervision of an inspector will be required.
- Harvest and transportation of the infected salmon must be done in a method that will minimize the potential for spread of the virus to adjacent sites.
- Potential suitable disposal options may include: rendering, landfill disposal, processing, composting, or any other methods deemed acceptable by CFIA and other regulatory authorities. Infectious salmon anaemia virus (ISAV) exposed finfish can be processed for human consumption only if the risk of spread of ISAV into a non-infected area during the transport and slaughtering process will be negligible.

#### **Travel:**

- Ability to mobilize to remote site and transport product back to area of processing and/or disposal within the timeframes required and in a biosecure manner.

#### **Constraints:**

- Limited to incidents that occur within the territorial waters of Newfoundland.
- Preparing and providing Standard Operating Procedures that will be approved by CFIA. SOP's can be point form but must be specific – exactly indicating what you are going to do for this particular procedure, and how.
- CFIA will provide oversight; including;
  - Authorizing the removal of any seal or other device affixed to a conveyance.
  - Providing technical advice for the disposal of aquatic animals, aquatic animal products, and by-products.
  - Providing a Site Coordinator and supporting staff for overseeing and verifying company's' SOP's to ensure the contractor is in compliance with the approved method.

#### **Meeting:**

- During the incident, On-site co-location of staff, (CFIA, Industry, and Other Government Departments) is on an ongoing basis. Regular daily meetings



are expected to take place between all involved parties for daily decision making.

**Output/Deliverables:**

- Depopulation should proceed as quickly as possible in a biosecure manner;
- Provide weight data of salmon at harvest/disposal site;
- To complete the work in the required timeframes;
- Provide CFIA with verification of final completion including any indicated records identified in SOP's as well as company records kept at site including weight records.



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

**NOTE TO BIDDERS:** This section shall form a separate part of your proposal, to be included as a separate attachment to your quotation

**1.0 TERMS OF PAYMENT**

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

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

**2.0 BASIS OF PAYMENT**

For this RFP, the Bidder must submit a firm amount to perform the work described herein, plus applicable taxes.

**Daily rate price, all inclusive:**

**\$ \_\_\_\_\_**

The CFIA expects between a 14 and 20 day level of effort to achieve all tasks

**3.0 METHOD OF PAYMENT**

CFIA shall make payments according to the following:

One (1) lump sum payment on completion of the work;





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

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

**1. DEFINITIONS**

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

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

**2. AGREEMENT**

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

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

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

2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.

2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.



3. **CFIA REPRESENTATIVES**

3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:

<Contract officer> <phone #>  
or such other person as may be designated by the CFIA.

3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix "A" of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>  
or such other person as may be designated by the CFIA.

4. **CONTRACTOR REPRESENTATIVES**

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Statement of Work> under the direction and control of <if applicable>

5. **LEGAL JURISDICTION**

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of <province>, Canada

6. **TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK**

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the <day> day of <month>, 200<year>.

6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the <day> day of <month>, 200<year>.

7. **CONTRACT AMOUNT AND TERMS OF PAYMENT**

7.1 **Basis of Payment - Firm Price**

Subject to the terms and conditions of this Service Contract and in consideration for the satisfactory performance of the Work, the CFIA shall pay to the Contractor the firm amount not in any circumstances to exceed \$<amount in numbers> plus applicable taxes.

7.2 **Method of Payment**

Payment by CFIA shall be made as follows:

One (1) lump sum payment on completion of the Work;



### 7.3      **Invoicing Instructions**

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

CFIA  
<Address>

Attention of: <project authority>

### 7.4      **Income Tax Act**

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

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

### 7.5      **Acceptance of the Work**

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

### 7.6      **Payment Due Date**

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

### 7.7      **Financial Administration Act**

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay



becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

**7.8 GST/HST**

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

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

**7.9 CFIA's Liability**

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

**7.10 Price Certification**

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

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

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

**8. OWNERSHIP OF COPYRIGHT AND INVENTIONS**

8.1 All intellectual property, intellectual property rights or other similar property or property rights, in whatever format produced by the Contractor or Contractor representatives in the performance of the Work, hereinafter "Intellectual Property", shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA. For greater clarity, all prototypes, including but not limited to those subject to intellectual property protection, and inventions produced, developed or first reduced to practice by the Contractor or Contractor representatives in the performance of the Work shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA.

8.1.1 The Contractor shall notify the CFIA in writing of any intellectual property, shall provide full details of the intellectual property and shall account fully to the CFIA in respect of the intellectual property. The Contractor or the Contractor representatives shall have no right or rights in the Intellectual Property except as expressly provided for in this Service Contract. Neither the Contractor nor the Contractor representatives shall divulge or such Intellectual Property other than as required in the performance of the Work under this Service Contract.



8.1.2 The Contractor shall assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and this Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to the Contractor.

8.1.3 The Contractor shall ensure that the Contractor representatives assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and the Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to Contractor or to the Contractor representatives.

8.2 All Intellectual Property subject to copyright shall bear the following copyright notice once their use is approved by the CFIA:

© 200<year> Her Majesty in Right of Canada (Canadian Food Inspection Agency).  
All rights reserved. Use without permission is prohibited.

## 9. DISPUTE RESOLUTION

- (a) The parties shall first attempt to resolve disputes arising in connection with this Service Contract through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of thirty (30) working days unless resolved earlier. The parties may agree to an extension of the (30) working day period upon agreement in writing by each party.
- (b) All disputes, questions or differences arising in connection with this Service Contract which cannot be resolved by the parties as set out in section 9(a) shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least twenty (20) days unless resolved earlier. The parties may agree to an extension of this twenty (20) day period upon agreement in writing by each party.
- (c) All disputes, questions or differences arising in connection with this Service Contract, which the parties cannot resolve themselves through direct negotiations or the Appropriate Dispute Resolution efforts discussed in paragraph 9(b), shall be finally settled by binding arbitration.
- (d) The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
- (e) The arbitration shall be in accordance with the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55 and shall take place in Ottawa, Ontario.
- (f) The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary, shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (g) This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no



agreement is reached regarding this Article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

**10. HEALTH AND SAFETY**

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