



REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Replace Emergency Generator Set
Lethbridge Laboratory

DATE OF RFP October 9, 2014:

Contracting Officer:
Lisa Lacasse

Telephone: 613-773-7383
Facsimile: (613) 773-7615

ADDRESS FOR PROPOSAL DELIVERY:
Proposals are to be sent via email at: Lisa.Lacasse@inspection.gc.ca

Solicitation closes at: 13:00 hours local time (Ottawa, Ontario)
On Thursday November 6, 2014

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Annex A- Terms of reference. 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.

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.

This Request For Proposal consists of the following:

- i. This cover page;
- ii. Section: 1 RFP Terms and Conditions;
- iii. Section: 2 Selection Methodology;
- iv. Section: 3 Financial Proposal;
- v. Section: 4 Contract Terms and Conditions.
- vi. Annex A Terms of Reference

Contracting Authority:

Signature

Date

Name and address of the Bidder

Telephone number:

Fax number:

Bidder's Signature: 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.

Signature

Date



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Section 1
RFP TERMS AND CONDITIONS

- 1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**
The purpose of this RFP is to seek proposals for engineering services and construction monitoring services at the Lethbridge Laboratory located at 225090-Township Road 9-1, Lethbridge, Alberta.
- 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 PROPOSALS DELIVERY INSTRUCTIONS**
Proposals must be submitted by facsimile or email.
- The proposals **must be received by the time and date indicated** on the cover page.
- The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted.
- 4.0 BID FORMAT**
Proposals submitted in response to this RFP must be accompanied with a signed bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.
- 5.0 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.
- 6.0 VALIDITY OF BID**
Bids will remain open for acceptance for a period of not less than **90** days from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.
- 7.0 LANGUAGE**
Bid documents and supporting information may be submitted in either English or French.
- 8.0 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.
- 9.0 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**.
- 10.0 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.
- 10.1 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.



10.2 PREPARATION OF FINANCIAL PROPOSAL

This section of the proposal shall include a cost summary of the services required as detailed in section 3. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 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, **(two) 2 days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency
Procurement and Contracting Service Centre
59 Camelot Drive
Ottawa, Ontario K2E 1B9

Attention: Lisa Lacasse
Telephone: 613-773-7383
Fax: (613) 773-7615
E-Mail: lisa.lacasse@inspection.gc.ca

13.0 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.

14.0 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.

15.0 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.

16.0 RIGHTS OF THE CFIA-ACIA

16.1 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 Terms of Reference, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 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.

17.0 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.

18.0 AMENDMENT

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

19.0 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.

19.1 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.

20.0 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.

20.1 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.

21.0 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.

22.0 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.

23.0 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.

24.0 SECURITY REQUIREMENTS

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: N/A

11.1 Requirements for the Access of the Laboratory Facility/Site:

11.2 The Contractors personnel requiring access to specific areas of the Laboratory facility/site will be escorted at all times by CFIA personnel or a designate.

11.3 As and where requested by CFIA personnel, the Contractors personnel shall submit a local proof of identity (by means of photo ID) prior to admittance to the facility/site.

11.4 The CFIA reserves the right to deny access to any facility/site, or part thereof, of any Contractors personnel at any time.

25.0 SITE VISIT/JOB SHOWING

Mandatory: X	Non-Mandatory:
Date and Time: Thursday November 6, 2014 at 10:00 a.m (Alberta Time)	
Address: Lethbridge Laboratory located at 225090-Township Road 9-1, Lethbridge, Alberta. (in Front Lobby)	

A site visit/job showing will be held at CFIA Burnaby Laboratory in British Columbia. The site visit/job showing will begin at **10:00 am** Bidders who do not attend **cannot** submit a bid.

Bidders are requested to communicate with the Contracting Authority prior to the site visit/job showing to confirm attendance. Bidders are to provide the Contracting Authority, in writing, the names of its representatives who will be attending and a list of issues that it wishes to table no later than 2 working days prior to the scheduled bidder's conference.

Bidders, or a representative of the bidder, are requested to attend this site visit/job showing during which the requirements outlined in this RFP solicitation document will be reviewed and any questions will be answered. In order to fully understand the scope of the requirement, it is recommended that bidders who intend submitting a bid attend or send a representative.



Bidders are advised that any clarifications or changes resulting from the site visit/job showing shall be included as an amendment to the RFP solicitation document.

26.0 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

27.0 SET-ASIDE FOR ABORIGINAL BUSINESS

N/A

28.0 CONFLICT OF INTEREST

CFIA has employed the assistance of private sector Bidders in the preparation of this solicitation. Responses to this solicitation from any such bidders or with respect to which such bidders is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.



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 CERTIFICATIONS:

N/A

1.4 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. 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

The mandatory evaluation criteria of this RFP are:

ITEM #	MANDATORY CRITERIA	PROPOSAL PAGE #	FOR CFIA USE ONLY	
			PASS	FAIL
3.1	Work relating to Electrical components MUST be completed by a Electrical Engineer with at least (10) years experience and a proven professional background			
3.2	The Electrical Engineer MUST be licensed to practice in the Province of Alberta. Please indicate this requirement in the proposed resource's CV.			
3.3	Work relating to Mechanical components MUST be			



	completed by an Mechanical Engineer or Professional Engineer with at least (10) years experience and a proven professional background			
3.4	The Mechanical Engineer MUST be licensed to practice in the Province of Alberta. Please indicate this requirement in the proposed resource's CV.			
3.5	Work relating to Structural components MUST be completed by an Structural Engineer with at least (10) years experience and a proven professional background			
3.6	The Structural Engineer MUST be licensed to practice in the Province of Alberta. Please indicate this requirement in the proposed resource's CV.			
3.7	A site visit/job showing will be held at the Lethbridge Laboratory on Thursday October 30, 2014 . The site visit/job showing will begin at 10:00 am. (MDT) (Alberta time) . Bidders who do not attend cannot submit a bid.			

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 an overall minimum pass mark of **80.5 points** out of a maximum of **115 points** in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

ITEM #	POINT RATED CRITERIA	SUPPORTING INFORMATION	PROPOSAL PAGE #	FOR CFIA USE ONLY
				Total Points Achieved
4.1	<p>Evaluation of the proposed work plan (Total 25 points) The Bidder SHALL:</p> <p>a) indicate the approach and methodology that will be used by the bidder (10 points)</p> <p>b) provide a step by step timetable of work required along with milestones indicating how, when and by whom the tasks will be performed (5 points)</p> <p>c) indicate the human resources proposed: - level of competence (5 points)</p> <p>d) a contingency plan for handling potential problems (5 points)</p>	<p><i>9-10 Very strong evidence that the criteria assessed is present.</i> <i>7-8 Strong evidence that the criteria assessed is present.</i> <i>5-6 Evidence that the criteria assessed is present at an acceptable level</i> <i>3-4 Some evidence that the criteria assessed is present but not at an acceptable level.</i> <i>1-2 Strong evidence that the factor assessed is not present.</i></p> <p><i>5 Very strong evidence that the criteria assessed is present.</i> <i>4 Strong evidence that the criteria assessed is present.</i> <i>3 Evidence that the criteria assessed is present at an acceptable level</i> <i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i> <i>1 Strong evidence that the factor assessed is not present.</i></p>		125



4.2	<p>Evaluation of the Firm (Total 25 points) The bidder SHALL:</p> <p>a) provide a description of the firm’s history and related experience (10 points)</p> <p>b) describe the technical capability of the firm - language, systems, software, and facilities used (5 points)</p> <p>c) quality/control plan (10 points)</p>	<p><i>9-10 Very strong evidence that the criteria assessed is present.</i></p> <p><i>7-8 Strong evidence that the criteria assessed is present.</i></p> <p><i>5-6 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>3-4 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1-2 Strong evidence that the factor assessed is not present.</i></p> <p><i>5 Very strong evidence that the criteria assessed is present.</i></p> <p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		/25
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4.3	<p>Evaluation of the Electrical Engineer capabilities (Total 20 points)</p> <p>The Bidder SHALL:</p> <p>a) provide examples of three (3) projects where engineering and/or construction monitoring services were provided within the last five (5) years.</p> <p>Each project is to be supported by reference. Please provide their contact information (5 points per project for a total of 15 points)</p> <p>b) demonstrate the availability of backup replacement (5 points)</p>	<p><i>5 Very strong evidence that the criteria assessed is present.</i></p> <p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		/20
4.4	<p>Evaluation of the Mechanical Engineer capabilities (Total 20 points)</p> <p>The Bidder SHALL:</p> <p>a) provide examples of three (3) projects where engineering and/or construction monitoring services were provided within the last five (5) years.</p> <p>Each project is to be supported by reference. Please provide their contact information (5 points per project for a total of 15 points)</p> <p>b) demonstrate the availability of backup replacement (5 points)</p>	<p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		/20
4.5	<p>Evaluation of the Structural Engineer capabilities (Total 20 points)</p> <p>The Bidder SHALL:</p> <p>a) provide examples of three (3) projects where engineering and/or construction monitoring services were provided within the last seven (7) years.</p> <p>Each project is to be supported by reference. Please provide their contact information (5 points per project for a total of 15 points)</p> <p>b) demonstrate the availability of backup replacement (5 points)</p>	<p><i>4 Strong evidence that the criteria assessed is present.</i></p> <p><i>3 Evidence that the criteria assessed is present at an acceptable level</i></p> <p><i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i></p> <p><i>1 Strong evidence that the factor assessed is not present.</i></p>		/20



4.6	Environmental Initiatives (Total 5 points) The Bidder SHALL demonstrate proof of environmental initiatives taken e.g. ISO Accreditation, Sustainable Development, other greening environmental initiatives.	<i>5 Very strong evidence that the criteria assessed is present.</i> <i>4 Strong evidence that the criteria assessed is present.</i> <i>3 Evidence that the criteria assessed is present at an acceptable level</i> <i>2 Some evidence that the criteria assessed is present but not at an acceptable level.</i> <i>1 Strong evidence that the factor assessed is not present.</i>		/5
Grand total out of 115 points Minimum Overall Pass mark of 80.5 points (70%)				/115

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP; and
- b) Obtain an overall minimum pass mark of **80.5 points** out of a maximum of **115 points (70%)**;

Selection of the successful bidder for each position shall be determined on the ratio of technical merit: **70%** and cost **30%** to determine the best value.

The highest technically scored proposal is allocated the maximum points of 70 and the other technical proposals are prorated accordingly. The lowest priced technically responsive proposal is allocated the maximum points of 30 and the other technically responsive proposals are prorated accordingly. The Bidder with the most point (technical merit and cost) is considered as the proposal representing the best value.

Formula:

$$\frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 + \frac{\text{Lowest Bidder Price}}{\text{Bidder's Price}} \times 30$$



Example Only:

Description	Bidder A	Bidder B	Bidder C
Bidder Technical Points Received	70	60	50
Bidder Proposed Price	\$75,000	\$80,000	\$70,000

Final Evaluation Score Calculation:

Bidder	Points for Technical Score	Points for Price	Total Points
Bidder A	$(70 / 70) \times 70 = 70$	$(70,000 / 75,000) \times 30 = 28$	98
Bidder B	$(60 / 70) \times 70 = 60$	$(70,000 / 80,000) \times 30 = 26.25$	86.25
Bidder C	$(50 / 70) \times 70 = 50$	$(70,000 / 70,000) \times 30 = 30$	80

In this example, **Bidder A** will be recommended for Contract award.

6.0 REFERENCE PAGE - EXAMPLE
N/A



Section 3
FINANCIAL PROPOSAL

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.

Phases	Amount	Taxes	Total Lump Sum
Phase 1: Specifications and Drawings			
Tender Stage Phase 2: Construction Monitoring			

The above amount will be broken down, showing the labour rate for each resource as well as an itemized list of expenses.

***The contracting amount shall not exceed \$80,000.00 excluding of HST.**

3.0 METHOD OF PAYMENT

Invoicing to be paid on a monthly basis for actual time spent in the performance of the work set out in the Annex A Terms of Reference.

4.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:
www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html



Section 4

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 “Terms Of Reference”;
- 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:



Lisa Lacasse 613-773-7383
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.
TBD at contract award

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 Terms of Reference 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 Ontario, 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 date of contract award.

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 **March 31st 2015**.

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:

Invoicing to be paid on monthly basis for actual time spent in the performance of the Work set out in the Terms of Reference.

7.3 **Direct Deposit**



The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:
www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

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:

© 2014 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 under the terms of this Contract through direct negotiation between their representatives who have authority to settle such disputes within thirty (30) working days of receipt of a written invitation to negotiate. The parties may agree to an extension of the thirty (30) working day period in writing.

(b) In the event that the parties are unable to resolve the dispute through negotiation as outlined in section 9(a), the parties can agree to submit the dispute to mediation or any such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken within twenty (20) working days from the day of initiation. The parties may agree to an extension of the twenty (20) working-day period in writing. The parties agree to share the cost of mediation equally.



- (c) The parties can agree to submit any outstanding issues remaining from direct negotiation, mediation or any other dispute resolution to binding arbitration pursuant to the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55.
- (d) The parties shall agree on a single arbitrator within thirty (30) calendar days of the decision to proceed to binding arbitration. In the event that the parties cannot agree on an arbitrator, the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed. The arbitration shall take place in Ottawa.
- (e) The Parties agree to share the cost of arbitration equally. Notwithstanding, the arbitrator shall be authorized to require any party to pay the whole or part of the cost. 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.
- (f) As an alternative to the above standard alternative dispute resolution process mentioned at paragraphs a),b),c),d),e), the parties have the option of raising issues or concerns with this solicitation with the Office of the Procurement Ombudsman.
- (g) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.
- (h) The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

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.



11. SECURITY

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: Escorted by CFIA

11.1 Requirements for the Access of the Laboratory Facility/Site:

11.2 The Contractor's personnel requiring access to specific areas of the Laboratory facility/site will be escorted at all times by CFIA personnel or a designate.

11.3 As and where requested by CFIA personnel, the Contractor's personnel shall submit a local proof of identity (by means of photo ID) prior to admittance to the facility/site.

11.4 The CFIA reserves the right to deny access to any facility/site, or part thereof, of any Contractor's personnel at any time.



Terms of Reference Replace Emergency Generator Set Lethbridge Laboratory

Lethbridge Laboratory
225090-Township road, 9-1
Lethbridge, Alberta



1.0 Introduction

1.1 Request for proposal

You are invited to submit a proposal to the Canadian Food Inspection Agency (CFIA) for the provision of design and construction site supervision services in compliance with the conditions set out in this document for removal of the existing emergency generator unit and associated auxiliaries and replacing it with a new outdoor self-contained type generator set located near the existing building. The work must comply with the requirements set out in *CAN/CSA-282-05–Emergency Electrical Power Supply for Buildings*, and will be carried out at the Lethbridge Laboratory in Lethbridge Alberta. The laboratory is a government-owned facility, and the services to be provided are set out below.

1.2 Project identification

CFIA – Emergency Generator Replacement Project

Lethbridge Laboratory
225090-Township road, 9-1
Lethbridge, Alberta

1.3 Primary objective of project

The primary objectives of the project are to:

- provide CFIA with tender ready plans and specifications to remove the existing diesel generator and associated redundant auxiliaries and replace it with a new exterior, slab mounted, self-contained generator set located near the building. The work must comply with the requirements set out in *CAN/CSA-282-05–Emergency Electrical Power Supply for Buildings* and all applicable codes, regulations, standards and guidelines.
- provide CFIA with site supervision, inspection and commissioning services to finalize, test, commission and complete the installation of the systems and ensure effective and satisfactory system operations.

The project will include all aspects related to developing the design, demolition, construction of new and commissioning components in compliance with the criteria specified in applicable codes and standards, as well as the contract documents and manufacturer's instructions.



1.4 Background

The Lethbridge Laboratory was opened in 1988. The building is a one-storey structure above a crawlspace with an interstitial level and fan-loft, with a gross floor area of 13 313 m² (not including crawlspace).

A 1,320 m² addition for large animal studies, design by PWGSC, was completed in 1992. It is situated in the Oldman river valley. The building is divided into two wings connected by a central atrium. The first wing is occupied by offices while the second one houses Containment Level II and Containment Level III laboratory suites as well as the large animal holding area.

The existing generator set was installed in the main pathology building in 1988. It is a Stamford SC63B, 812 KVA / 650 KW, 0.8 PF, 3 phase unit complete with an ASCO 7000 series, 800 A automatic transfer switch that was installed in 2008.

2.0 Qualification requirements

- The lead consultant is responsible for coordinating the work performed by the consultants and is required to ensure the general contractor's work complies with the requirements set out in the construction contract documents. The senior consultant is required to subcontract the professional services, if required, to accomplish the tasks specified in this mandate.
- Electrical work must be performed by an electrical engineer with at least ten (10) years' experience and a proven track record. The electrical engineer must be licensed to work in the Province of Alberta. The electrical engineer is required to sign and stamp his or her part of the plans and specifications. The electrical engineer is required to provide at least three (3) examples of similar projects where he or she provided design and construction management services in the past five (5) years. This electrical engineer will undertake all the electrical engineering work, and must attend all planned meetings. Replacing this pre-qualified individual is not permitted.
- Mechanical work must be performed by a mechanical engineer with at least ten (10) years' experience and a proven track record. The mechanical engineer must be licensed to work in the Province of Alberta. The mechanical engineer is required to sign and stamp his or her part of the plans and specifications. The mechanical engineer is required to provide at least three (3) examples of similar projects where he or she provided design and construction management services in the past five (5) years. This mechanical engineer will undertake all the mechanical engineering work, and must attend all planned meetings. Replacing this pre-qualified individual is not permitted.
- Structural work must be performed by a structural engineer with at least ten (10) years' experience and a proven track record. The structural engineer must be licensed to work in the Province of Alberta. The structural engineer is required to sign and stamp his or her part of the plans and specifications. The mechanical engineer is



required to provide at least three (3) examples of similar projects where he or she provided design and construction management services in the past five (7) years. This structural engineer will undertake all the structural engineering work, and must attend all planned meetings. Replacing this pre-qualified individual is not permitted.

- A site visit to assess the work to be performed is mandatory.

3.0 Scope of services

3.1 Services required during all project phases

- Consultants are required to attend the project kick-off meeting and provide minutes of these meetings. The purpose of the kick-off meeting is to define the roles and responsibilities of all parties, explain the general procedures to be followed when working with CFIA, and answer project-specific questions. The consultants must submit updated schedules, plans and procedures specifying the steps required to complete the work described in this document in keeping with the schedule proposed for each step in this mandate.
- The Consultant will organize project meetings where issues related to the project can be discussed with the project team.
- The Consultant will attend all project meetings and provide meeting minutes. Allow for regular bi-weekly meetings during design development and construction, to provide information and receive feedback on the progress of the project.
- The Consultant will submit bi-weekly written report based on schedule, showing work performed to date, comparing work progress to planned, and presenting current forecasts. The report must summarize progress made since the last report; defining problem areas, potential delays and corrective measures with respect to work; and status of critical paths activities. Explain alternatives for possible schedule recovery to mitigate any potential delay.
- The consultants will identify challenges, constraints and major problems in a written report to the project leader, Craig Armitage of CFIA.

3.2 Services required during design phase

- The consultants will make arrangements to visit the site as many times as necessary to fully understand the configuration and characteristics of the existing generator set, building wiring, automatic transfer switch, and the proposed location for the new generator set, and to carry out the necessary measurements, readings and tests to prepare the plans and specifications for removing the existing system and installing a new one.



- The consultants will scope out all aspects pertaining to the dismantling of the existing generator set (including but not limited to: the generator itself, site, ventilation, day tank, and any other related systems, etc. Install a new self-contained generator set (including but not limited to: weatherproof generator, soundproofing, concrete pad, duct bank, structural requirements for silt type soil conditions (piling), landscaping, architectural work, structural work, mechanical work, electrical work, etc.). The power capacity of the new generator should be determined in terms of the existing load as well as the newly proposed loads. Plans and specifications must be designed in compliance with *CAN/CSA-282-05 – Emergency Electrical Power Supply for Buildings* and all other applicable codes, regulations, standards and guidelines.
- The consultants will produce reproducible drawings in the latest version of AutoCAD and specifications in proposal NMS format using MS Word. The final version of these documents will be distributed only after full project manager review and approval.
- The consultants will submit a substantial estimate of demolition, construction and commissioning work for the determination of financial projections. *The cost estimate must take into consideration any credits or incentives from a manufacturer, public service or government agency.*
- The Consultant will provide an indicative estimate for each proposed option. Each option shall include cost for all stages of construction and commissioning activities.

3.3 Services required during bidding phase

- The consultants will lead a site visit for potential bidders, answer technical questions during the tendering process, and produce addenda as required.
- The consultants will examine all bids to ensure they comply with the plans and specifications. They will submit their recommendation to the project manager.
- The consultants will prepare plans and specifications “issued for construction” including all the addenda issued during the bidding process.

3.4 Services required during construction phase

- The consultants will examine all shop drawings, technical data sheets, and manufacturer’s instructions to ensure the products proposed by the Contractor comply with the plans and specifications.



- The Consultant will review Contractor's schedule and site safety plan. Provide comments as necessary to ensure seamless transition and compliance with contract documents.
- The Consultant will review Contractor's progress reports, requests for information/clarification, etc. and addressing any issues that may arise from these communications.
- The Consultant will review contractor's progress payment requests and submit recommendation to Project Leader.
- The consultants will examine all proposed amendment notices and submit their recommendations to the project manager for final review and approval. No request for additional costs, such as labour, time, equipment or materials costs, will be considered by CFIA if such costs have not received prior written approval from the project manager.
- The consultants will undertake regular site visits. They will submit a report to the project manager detailing the results of each site visit.
- The consultants will examine all preliminary and final versions of test, adjustment and balancing reports.
- The consultants will examine all preliminary and final versions of operating and maintenance manuals.
- The Consultant will participate in all commissioning exercises to ensure compliance with commissioning plan and contract documents.
- The Consultant will review all close-out submittals such as technical data, schematics, instruction manual, maintenance manual, etc.
- The Consultant will review instruction/demonstration material for new system and coordinate instruction and demonstration to staff in conjunction with Contractor.
- The Consultant will conduct an interim inspection and final inspection. Submit a copy of the deficiency reports to Project Leader.
- The consultants will transfer the Contractor's "as built" drawings into the latest AutoCAD format. They will submit paper and electronic copies of "as built" drawings to the project manager.
- The consultants will ensure that all professionals, contractors and subcontractors comply with provincial and federal safety standards and regulations.



3.5 Required documents

Hard copies of preliminary and final versions of plans and specifications shall be submitted in an easily reviewed format. Unbound or unstapled documents will not be accepted. The consultants and CFIA will decide on a format for the preliminary plans and specifications prior to submission of the first preliminary version.

The consultants will supply as many hard copies of the documents required for the performance of the work as required, including but not limited to: plans, specifications, addenda, diagrams, proposed amendment notices, field instructions, site visit reports, inspection reports and defect reports. At a minimum this will include:

- Four (4) copies of the preliminary version of the plans and specifications issued for comments once 66% complete.
- Four (4) copies of the preliminary version of the plans and specifications issued for comments once 90% complete.
- Four (4) copies of the contract version of the plans and specifications issued for construction.
- Four (4) copies of the final version of the “as built” plans and specifications.
- A CD-ROM including the electronic version of all the plans, documents, sections, cover pages, appendices, tables, graphs and digital images and all information reproduced in the final version of these documents.

4.0 Issues

4.1 Ongoing programs

The continued operation of ongoing programs is mandatory. Consequently, design-related decisions must take this obligation into account. Additional factors known to have an impact on such programs are: equipment and system reliability, redundancy to ensure ongoing operations, and issues of extended operating capability.

4.2 Electronic communications



To improve communications efficiency and reduce the volume of printed documents, team members must all have the capacity to communicate electronically by:

- email with CFIA (Internet addresses will be provided);
- transmitting electronic files (CDAO drawings and reports to CFIA as email attachments);
- using CFIA-compatible software (including Word, Excel and Access, as well as AutoCAD or other software with prior approval).

4.3 Existing documentation

Existing documentation and studies will be submitted to the successful consultants to assist with the execution of this project. However, it should be noted that the existing "as built" drawings represent the layout of the building systems and equipment in the early years of their operation. Many changes have been made to the building since that time and may not be represented in the existing "as built" documentation.

The consultants understand and acknowledge that they cannot base their observations on a review of existing documentation and that most of the evaluation of the existing condition of the building will be undertaken by way of on-site technical surveys and observations. The consultants will therefore need to visit the site as many times as is necessary for them to ensure the work will meet or exceed the requirements as specified in this contract to CFIA's complete satisfaction.

CFIA representatives will provide the original architectural, mechanical and electrical "as built" drawings and specifications, generator operation sequence diagrams, shop drawings and the manufacturer's technical data sheets. Site visits will be organized at the mutual convenience of all parties concerned.

4.4 Service shutdowns

It is imperative where feasible to minimize the time the building or building systems have to be shutdown for alteration or replacement as part of the construction work. The time allocated for construction will be determined by program activities and schedules.

4.5 Site access

The consultants will have access to the site during normal business hours, and will need to arrange site visits with the project manager at least 120 hours in advance.



5.0 Scope-related changes

The project manager must be informed of the scope and reasons for any changes. Changes may include directives that run counter to previous instructions or the reworking of previously approved requests. The consultants must obtain written approval from the project manager before proceeding with any changes.

6.0 Approval

All the work undertaken under this mandate must be deemed satisfactory by the project manager. If the work or part of the work is not satisfactory, the project manager is entitled to reject the work or require that it be corrected prior to authorizing payment.

7.0 Codes and standards

The plans and specifications must be prepared in compliance with Government of Canada requirements under applicable laws, codes, regulations, standards and guidelines. The most recent edition of each document applies. Given the number of available documents, the consultants must pay special attention to the following:

Codes, laws and regulations

- Canadian Labour Code
- Canadian Electrical Code
- Canadian Plumbing Code
- Quebec Construction Code
- Heating, Ventilation and Air Conditioning Code
- Provincial and municipal codes, regulations and bylaws
- Model National Energy Code of Canada for Buildings
- National Fire Code
- National Building Code
- Transportation of Dangerous Goods Regulations
- Federal and provincial regulations pertaining to boilers and pressure vessels



Standards

- American Conference of Government Hygienists, Industrial Ventilation Manual of Recommended Practices
- CAN/CSA-282-05 – Emergency Electrical Power Supply for Buildings
- Canadian Standards Association (CSA) documents
- Canadian General Standards Board (CGSB) documents
- Labour Canada, Fire Protection Services No. 410, Fire Alarm System
- National Fire Protection Association Standards
- NIOSH - The US National Institute for Occupational Safety and Health
- Containment Standards for Veterinary Facilities, CFIA
- Occupational Safety and Health Guidelines for Chemical Hazards - US Department of Health and Human Services

Guidelines

- ANSI/ASHRAE 55-1982, Thermal Environmental Conditions for Human Occupancy
- ASHRAE 62-1989, Ventilation for Acceptable Indoor Air Quality
- ASHRAE-1-1989, Guideline for Commissioning HVAC System
- Treasury Board of Canada – Occupational health and safety

8.0 Roles and responsibilities for key members of the project team

8.1 Consultants

- The consultants must assess CFIA needs and integrate them into the documents to be produced within the context of this project.
- The consultants must make as many site visits as required to prepare the plans and specifications, and monitor every phase of demolition, construction and commissioning so as to ensure that the system is fully installed and tested and is ready to be operated in an efficient and satisfactory manner.



- The consultants shall provide colour photographs (in paper and electronic format) as required, so as to document specific defects and assist with the assessment of the progress of the work.
- The consultants' specific responsibilities were established in the section on tasks to be performed.
- The consultants shall train and maintain throughout the project a team capable of delivering the services described in this document in compliance with project-manager approved time lines and budgets and with the approved plan.
- The consultants shall ensure that team members, including sub-consultants and specialists, do not give media interviews with regard to this project. Official and unofficial media interviews must be authorized in writing and coordinated in advance by the project manager.
- On signing the contract, the consultants shall undertake all the work described in the contract and the present document in a conscientious and professional manner.
- The consultants shall coordinate project requirements and examine them in collaboration with mechanical and electrical engineers as well as other relevant technical specialists with a view to delivering their opinion on the project.

8.2 Project manager

The project manager or his or her delegate is the "departmental representative" directly involved in this project and is responsible for ensuring the execution of the project in compliance with the specified scope, quality, budget and scheduling parameters.

The project manager is the primary contact for questions relative to the execution of this project.

The project manager is responsible for:

- controlling and monitoring general progress of project;
- establishing with the client pre-design procedures, the approval process and the time lines to be met;
- managing multi-disciplinary teams of consultants and departmental professionals;



- evaluating consultants' services on completion of project;
- participating in meetings to ensure the documents to be submitted are consistent with the scope of the work and have been examined and approved as described in established procedures;
- providing necessary information on tenant-specific issues such as safety, telecommunications and data communications;
- designating key contacts and coordinating communications with them throughout the project (end users and facilities, security, data, telephone, health and safety, union and other personnel);
- examining and submitting comments and having the consultants' work approved by the design manager within 15 business days of receipt of documentation;
- helping to develop and implement a communications plan and overseeing internal communications.