# Request for Proposal (RFP)

Greenhouse Structural Assessment
The Canadian Food Inspection Agency

Solicitation # D0087

Bids must be submitted ONLY to: <a href="mailto:cfia.bidreceipt-receptiondesoumission.acia@canada.ca">cfia.bidreceipt-receptiondesoumission.acia@canada.ca</a> on Thursday August 15, 2019 by 2:00 pm EST

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 1.6 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

## 1.7 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

#### 1.7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

#### 1.7.2. Basis of Selection

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

## 1.8 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> 2018-05-22 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days insert: 90 days

## 2.2 Submission of Bids

"Bids must be submitted only to Canadian Food Inspection Agency (CFIA) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

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

#### Section I: Technical Bid

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

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B – Pricing Schedule (Basis of Payment).

#### Section III Certifications

Bidders must submit the certifications required under Part 5.

## Section IV Additional Information

Bidders must submit and additional information required under Part 5

## 3.1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **4.1.1.2 POINT RATED EVALUATION CRITERIA**

| ITEM# | POINT RATED CRITERIA   | SUPPORTING INFORMATION  | PROPOSAL<br>PAGE # | FOR CFIA<br>USE ONLY  |
|-------|--|---|--------------------|-----------------------|
|       |  |   |                    | Total Points Achieved |
| 4.1   | a) indicate the approach and methodology that will be used by the bidder (5 points)     b) provide a step by step timetable of work required along with milestones indicating  | 3 Evidence that the criteria assessed is present at an  |                    | /20                   |
| 4.2   | Evaluation of the Firm (Total 20 points) The bidder SHALL:  a) provide a description of the firm's history and related experience (10 points) b) describe the technical capability of the firm - language, systems, software, and facilities used (5 points) - quality/control plan (5 points) | 9-10 Very strong evidence that the criteria assessed is present. 7-8 Strong evidence that the criteria assessed is present. 5-6 Evidence that the criteria assessed is present at an acceptable level 3-4 Some evidence that the criteria assessed is present but not at an acceptable level. 1-2 Strong evidence that the factor assessed is not present.  5 Very strong evidence that the criteria assessed is present. 4 Strong evidence that the criteria assessed is present. 3 Evidence that the criteria assessed is present at an acceptable level 2 Some evidence that the criteria assessed is present but not at an acceptable level. 1 Strong evidence that the factor assessed is not present. |                    | /20                   |

## **Example Only:**

| Description                         | Bidder A | Bidder B | Bidder C |
|-------------------------------------|----------|----------|----------|
| Bidder Technical<br>Points Received | 70       | 60       | 50       |
| Bidder Proposed<br>Price            | \$75,000 | \$80,000 | \$70,000 |

Final Evaluation Score Calculation:

|          | Points for Technical       |                                       | Total  |
|----------|----------------------------|---------------------------------------|--------|
| Bidder   | Score                      | Points for Price                      | 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.

#### 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical Evaluation criteria to be declared responsive and be recommended for award of contract.

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and

## 6.3.1 General Conditions

2010A 2018-06-21, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the contract is Contract award to January 31, 2020 inclusive.

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lisa Lacasse
Contracting Specialist
Contracting and Procurement Policy Directorate
Canada Food Inspection Agency
59 Camelot Drive, Ottawa, Ontario, K1A 0Y9
Telephone: 613-773-7383
Lisa.Lacasse@canada.ca

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

## 6.5.2 Project Authority

The Project Authority for the Contract is TBD at Contract Award:

| Name:           |   |  |
|-----------------|---|--|
| Title:          | _ |  |
| Organization:   | _ |  |
| Address:        |   |  |
|                 |   |  |
| Telephone:      |   |  |
| Facsimile:      |   |  |
| E-mail address: |   |  |

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

# 6.5.3 Contractor's Representative TBD at Contract Award

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

## 6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- 1. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report

## 6.9 Certifications and Additional Information

## 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) <u>2010C</u> 2018-06-21 General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated TBD and amended or clarified on \_\_\_\_ (as applicable).

You are invited to submit, to the Canadian Food Inspection Agency, a proposal within the terms of the following document to provide Structural Assessment and proposed solutions for the existing greenhouse facilities at the Charlottetown Laboratory.

## 1.2 Project Identification

CFIA - Greenhouse Structural Assessment

Charlottetown Laboratory 93 Mount Edward Road Charlottetown, PE

**CFIA Project Number:** 

## 1.3 Project's goal and main objectives

- To provide CFIA with a detailed Structural Assessment of the existing greenhouse assembly at the Charlottetown Laboratory.
- To summarize existing conditions and identify and probable causes.
- To make recommendations on corrective actions required.
- To provide cost analysis for each recommendation provided.
- To provide estimated construction schedule for each recommendation.

The project shall encompass all aspects of field work, data gathering and inspections to ensure that the structural integrity of the greenhouse is corrected and complies with current codes, standards and best industry practices.

## 1.4 History

The Charlottetown Laboratory was constructed in 1996 at a cost of \$ 24 million. The Charlottetown Laboratory is considered to be one of the Agency's flagship laboratories with a total floor area of approximately 7,996 square metres inclusive of greenhouse space. The greenhouse structure consists of 200 square meters divided equally into four bays. The greenhouse abuts to the laboratory on the Southwest corner.

Over the years, there have been issues associated with the greenhouse; including but not limited to; roof glazing movement, wall glazing breakage and leakage in several areas. Although repairs have been made in the past, similar problems reoccur.

## 1.5 Photos

their specialty and shall be present at all scheduled meetings. Replacement of this pre-qualified individual is unacceptable.

# 3.0 Scope of services

#### 3.1 Deliverables

- The Consultant shall attend the start-up meeting and provide meeting minutes within 3 business days. The start-up meeting is to focus on further outlining the roles and responsibilities of all parties, explaining general procedures when working with CFIA and project specific issues. The Consultant must submit an updated schedule, plans and procedures outlining the steps required to complete the work described in this document within the stated time frames allocated for each phase of the work.
- The Consultant will organize and attend all project meetings and provide meeting minutes within 3 business days. The purpose of project meetings is to provide information and receive feedback on progress of the project and where issues related to the project can be discussed with the project team.
- The Consultant shall submit progress payment requests to Project Leader for review and approval.
- The Consultant shall identify any challenges, constraints, or significant issues in writing to the Project Leader.
- The Consultant will arrange to visit the site as many times as required in order to become familiar with the existing greenhouse structure and related equipment.
- The Consultant shall collect (including any necessary site investigation), review and analyze all pertinent information required to perform the structural assessment.
- The Consultant shall identify all greenhouse structural issues and provide recommendations for corrective action.
- The Consultant will provide indicative and substantial estimates for work to be completed for financial forecasting purposes along with estimated schedule.
- The Consultant shall provide four (4) hard copies of the final report along with an electronic version, in MS Word format to the Project Leader.

## 3.2 Deliverables

Start-up Meeting: July 15, 2019:

Detailed progress debrief: July 29, 2019:

66 % Draft Submission: August 12, 2019

100% Draft Submission: August 26, 2019

Final Report: September 9, 2019

The Consultant will have access to the site during regular business hours, 7.30am – 4:30 Monday to Friday. Any after-hours work will need to be arranged with the Project Leader at least 48 hours in advance

# 6.0 Changes to scope

Advise the Project Leader of any changes, detailing the extent and the reasons for the changes. Changes may include directions that conflict with previous ones or that requires the reworking of previously approved submissions. The Consultant shall obtain written approval from the Project Leader before proceeding.

## 7.0 Acceptance

All work carried out under the conditions of the Terms of Reference must be performed to the satisfaction of the CFIA. Should the work or any portion thereof not be satisfactory, the CFIA has the right to reject or require its correction before payment is authorized.

# 8.0 Roles and responsibilities of key project team members

#### 8.1 Consultant

- The Consultant shall be responsible for verifying the needs of the Agency and incorporating those needs into the required project deliverables.
- The particular responsibilities of the Consultant have been set out in these Terms of Reference.
- The Consultant shall establish and maintain, throughout the duration of the project, a team
  capable of effectively delivering the services described in this document within the time frame
  and assigned budget agreed to by the Project Leader, and in accordance with the approved
  plan.
- The Consultant shall ensure that no member of their Project Team, including sub-consultants and specialists, grants interview(s) with the media regarding this project. Both formal and informal interviews shall be permitted only when authorized in writing and coordinated in advance by the Project Leader.
- Upon execution of the consultant contract, the consultant shall be responsible for producing all work described in the consultant contract and in this document, in a conscientious and professional manner.
- The consultant shall coordinate and review all project requirements with architects, mechanical and electrical engineers as well as other technical experts required to provide input into the project.

## 8.2 Project Leader

#### **ANNEX B - PRICING SCHEDULE**

## 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 lump sum price amount to perform the work described herein, plus applicable taxes.

| Amount | Taxes | Total all-inclusive price |
|--------|-------|---------------------------|
|        |       |                           |

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

## 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.

<sup>\*</sup>The contracting amount shall not exceed \$45,000.00 excluding of HST.