

Request for Proposal (RFP)

Greenhouse Structural Assessment The Canadian Food Inspection Agency

Solicitation # D0087

Bids must be submitted ONLY to:
cfia.bidreceipt-receptiondesoumission.acia@canada.ca
on Thursday August 15, 2019 by 2:00 pm EST

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A Statement of Work.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

No trade agreements apply to this requirement

1.5 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1 Certifications Required with the Bid

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

1.5.1.1 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

1.5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/canada/esdc/labour/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 [Standard Acquisition Clauses and Conditions Manual](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>) 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 [2003](#) 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 [2003](#), 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.

cfia.bidreceipt-receptiondesoumission.acia@canada.ca

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

2.3 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site, and failure to comply with this mandatory requirement will result in the tender being declared non-responsive and disqualified. Arrangements have been made for the site visit to be held on the date and time indicated below, and at the location also indicated below:

Date and Time: Thursday August 8, 2019 at 2:00 p.m.

Location: 93 Mount Edward Road, Charlottetown, Prince Edward Island

Bidders should communicate in writing with the Contracting Authority (by e-mail to: lisa.lacasse@canada.ca) **no later than 2 working days** before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders (or their representative, as applicable) will be required to sign an attendance form. Bidders who do not attend or that do not make arrangements to send a representative will not be given an alternative appointment and their tenders will be disqualified. Any clarifications or changes to the ITT resulting from the site visit will be issued as an amendment to the ITT.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

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

2.5 Applicable Laws

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

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

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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1.1 Mandatory Technical Criteria

Technical Evaluation

ITEM #	MANDATORY CRITERIA	PROPOSAL PAGE #	Compliance (Met/Not Met)	Substantiation
4.1	The Structural engineer MUST be licensed to practice in the Province of Prince Edward Island. Please indicate this requirement in the proposed resource's CV.			
4.2	Work relating to Structural components MUST be completed by an Structural Engineer with at least (5) five years experience and a proven professional background.			
4.3	The Structural engineering firm MUST provide a minimum of 3 examples of projects where they provided similar services within the last five years. Each project example must include the requested information: - Client Name - Client Contact Name - Position - Duration (mm-yyyy to mm-yyyy) - Phone Number and/or Email			
4.4	A site visit/job showing will be held at CFIA Charlottetown Laboratory on Thursday August 8th, 2019 . The site visit/job showing will begin at 2:00 p.m. Time. Bidders who do not attend cannot submit a bid.			

A project will be considered by the CFIA, at its sole discretion, as being "similar" to the work described under this RFP, and especially if the project was similar in scope in terms of value and complexity.

4.1.1.2 POINT RATED EVALUATION CRITERIA

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 (5 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) - a contingency plan for handling potential problems (5 points)</p>	<p>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.</p>		/20
4.2	<p>Evaluation of the Firm (Total 20 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) - quality/control plan (5 points)</p>	<p>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.</p> <p>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.</p>		/20

4.3	<p>Evaluation of the Structural Engineer capabilities (Total 20 points)</p> <p>The Bidder SHALL:</p> <p>a) provide examples of three (3) projects with similar greenhouse structural assessment services 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 10 points)</p> <p>b) demonstrate the availability of backup replacement (5 points)</p>	<p>5 Very strong evidence that the criteria assessed is present.</p> <p>4 Strong evidence that the criteria assessed is present.</p> <p>3 Evidence that the criteria assessed is present at an acceptable level</p> <p>2 Some evidence that the criteria assessed is present but not at an acceptable level.</p> <p>1 Strong evidence that the factor assessed is not present.</p>		/20
4.4	<p>Environmental Initiatives (Total 5 points) The Bidder SHALL demonstrate proof of environmental initiatives taken e.g. ISO Accreditation, Sustainable Development, other greening environmental initiatives.</p>	<p>5 Very strong evidence that the criteria assessed is present.</p> <p>4 Strong evidence that the criteria assessed is present.</p> <p>3 Evidence that the criteria assessed is present at an acceptable level</p> <p>2 Some evidence that the criteria assessed is present but not at an acceptable level.</p> <p>1 Strong evidence that the factor assessed is not present.</p>		/5
<p>Grand total out of 65 points Minimum Overall Pass mark of 42 points (70%)</p>				/

BASIS OF SELECTION

To be considered responsive, a proposal must:

Meet all the mandatory evaluation criteria of this RFP; and
Obtain an overall minimum pass mark of **42 points** out of a maximum of **60 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.

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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwpsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwpsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.4 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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>) issued by Public Works and Government Services Canada.

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

the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada **6.7 Payment**

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive (monthly, as applicable) price, as specified in Annex B – Basis of Payment, for a total cost of \$ _____ (will be filled out at contract award). Customs duties are excluded and Applicable Taxes are extra

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (will be filled out at contract award). Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Limitation of Price

SACC *Manual* clause [C6000C](#) 2017-08-17 Limitation of Price

6.7.4 Method of Payment

[H1008C](#) The method of payment will be monthly payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

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

6.8 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) 2010C 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).

Annex A

Terms of Reference

Greenhouse Structural Assessment

Charlottetown Laboratory



1.0 Introduction

1.1 Request for proposal

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



East Elevation

West Elevation



Interior View to South

Interior View Wall to Roof

2.0 Qualification requirements

- The prime consultant is responsible for coordinating the work of all consultants and ensuring all work meets all applicable standards and specifications as required. It will be his responsibility to sub-contract other consulting services as required to meet the outlined deliverables.
- Work relating to structural engineering, analysis and investigation shall be completed by a Structural Engineer with at least five (5) years' experience and licenced to practice in the province of Prince Edward Island. This specific engineer shall be the sole author of all work pertaining to

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 :

4.0 *Project schedule and project progression*

The Consultant will be required to submit a schedule which demonstrates a fast tracking of activities. It should be noted that the structural assessment work must be completed and the final version must be submitted by September 9, 2019 at the latest.

5.0 **Issues**

5.1 **Adjacent programs**

Sustainability of adjacent programs is mandatory and therefore decisions must be sensitive to that requirement. Additional factors recognized as affecting adjacent programs are the following: reliability of systems and equipment, redundancy to ensure continued operation, and prolonged shutdowns.

5.2 **Electronic communications**

To improve the communication speed and to reduce paperwork, all team participants must be able to communicate electronically by:

- E-mail to CFIA (Internet addresses will be provided)
- Forwarding electronic files (CAD drawings/documents to CFIA as attachments in e-mail)
- Using software deemed compatible by CFIA (including Word, Excel, and Access, and AutoCAD 2014, and others subject to approval)

5.3 **Existing documentation**

Existing documentation will be provided to the Consultant in order to help in the completion of the assessment. This includes building drawings, maintenance manuals and original shop drawings.

The Consultant understands and acknowledges that he cannot base findings solely on a review of the existing documentation and that any missing information must be assembled through physical legwork and onsite observations. As such, the Consultant will be required to visit the site as many times as required to ensure that the report and drawings produced meet or exceed the terms of this contract to the complete satisfaction of CFIA.

5.4 **Service disruptions**

It is imperative that the "out of service time" for the whole building or systems that are to be modified or replaced as a result of construction be minimized as much as possible. Program operations and time frames will govern the particular allotted time frame for construction.

5.5 **Site access**

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

The Project Leader or as delegated, is the "Departmental Representative" directly concerned with this project and responsible for the delivery of the project within the pre-established parameters of scope, quality, budget and schedule.

The Project Leader is the principal contact on issues relating to the delivery of this project.

The Project Leader has the following responsibilities:

- Controlling and monitoring overall progress of the project;
- Establishing, with the client, the pre-design procedures, approval process and time frames to be adhered to;
- Managing multidisciplinary teams of departmental professionals and consultant(s);
- Evaluating the consultant services following completion of the project
- Participating in meetings to ensure design deliverables are consistent with the scope of work, and reviewed and approved as outlined in the established procedures;
- Provides information as required related to tenant specific aspects of the project such as security, telecommunications, and data communications;
- Identifies and coordinates with key individual contacts for the duration of the project (end user groups, facilities staff, security, data, telephone, health and safety, union and others as required);
- Reviews, provides comments and obtains approvals on the consultant's work, to the design manager within 15 working days of receipt of materials;
- Assists in the development and the delivery of a communication plan and addresses internal communications.

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.

***The contracting amount shall not exceed \$45,000.00 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.

ANNEX "C" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)