



**RETURN SUBMISSIONS TO:  
RETOURNER LES SOUMISSIONS À:**

Canadian Food Inspection Agency  
Shipping and Receiving  
Expédition et réception  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting  
Service Centre (NPCSC), Ashley Bennett, Reference  
ITT # B0758/D - 2023-00547

**INVITATION TO TENDER  
APPEL D'OFFRES**

Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de  
l'entrepreneur

**Issuing Office - Bureau de distribution**

Contracting and Procurement Policy Division (CPPD)  
59 Camelot Drive  
Ottawa, ON K1A 0Y9

**Canada**

<b>Title - Sujet</b> Sidney Laboratory - Building 12 Remediation	
<b>Solicitation No. - N° de l'invitation</b> B0758/D - 2023-00547	<b>Date</b> September 16, 2022
<b>Client Reference No. - N° de référence du client</b> B0758/D - 2023-00547	<b>File No. - N° de dossier</b> B0758/D - 2023-00547
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le October 18, 2022</b>	
<b>F.O.B.- F.A.B.</b> <b>Plant-Usine: ___ Destination: <u>X</u> Other-Autre: ___</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ashley Bennett	
<b>Telephone No. - N° de téléphone</b> 343-543-3629	
<b>Destination of Goods, Services, and Construction:</b> <b>Destination des biens, services et construction:</b>  Canadian Food Inspection Agency Sidney Laboratory 8801 East Saanich Sidney, BC V8L 1H3	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	<b>Time Zone</b> Fuseau horaire Eastern Standard Time EDT
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



**INVITATION TO TENDER**  
**Sidney Laboratory - Building 12 Remediation**  
**8801 East Saanich**  
**Sidney, BC V8L 1H3**

**IMPORTANT NOTICE TO BIDDERS**

**\*This project is considered a high priority for the Canadian Food Inspection Agency (CFIA), and for this reason we require the work to be completed in a timely manner.**

**PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY**

**Prompt Payment Principles**

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html>

**PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI13 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**



### TABLE OF CONTENTS

SI01 BID DOCUMENTS ..... 4

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD ..... 4

SI03 MANDATORY SITE VISIT ..... 4

SI04 REVISION OF BID ..... 5

SI05 BID SECURITY REQUIREMENTS ..... 5

SI06 SUBMISSION OF BID ..... 5

SI07 BID RESULTS ..... 6

SI08 INSUFFICIENT FUNDING ..... 6

SI09 BID VALIDITY PERIOD ..... 6

SI10 RIGHTS OF CANADA ..... 6

SI11 CONSTRUCTION DOCUMENTS ..... 6

SI12 INDUSTRIAL SECURITY RELATED REQUIREMENTS ..... 7

SI13 LISTING OF SUBCONTRACTORS AND SUPPLIERS ..... 7

SI14 WEB SITES ..... 7

**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28) ..... 8**

**CONTRACT DOCUMENTS (CD) ..... 9**

**SUPPLEMENTARY CONDITIONS (SC) ..... 10**

    SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING ..... 10

    SC02 INSURANCE TERMS ..... 10

**BID AND ACCEPTANCE FORM (BA) ..... 11**

    BA01 IDENTIFICATION ..... 11

    BA02 LEGAL NAME AND ADDRESS OF BIDDER ..... 11

    BA03 THE OFFER ..... 11

    BA04 BID VALIDITY PERIOD ..... 11

    BA05 ACCEPTANCE AND CONTRACT ..... 11

    BA06 CONSTRUCTION TIME ..... 11

    BA07 BID SECURITY ..... 11

    BA08 SIGNATURE ..... 12

**APPENDIX 1 – INTEGRITY PROVISIONS ..... 13**

**APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS ..... 14**

**APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES ..... 15**

**ANNEX A – Term of reference ..... 17**

**ANNEX B - CERTIFICATE OF INSURANCE ..... 31**

**ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT ..... 33**

**(SAMPLE) ..... 33**



## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28);
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. Tenders must meet the following requirements:
  - a. Must be completed on the Bid and Acceptance Form
  - b. Must indicate
    - Project number
    - Solicitation number
    - Bidder's name
    - Closing Date and Time
  - c. Must be received before tender closing time

Due to the nature of the bid solicitation, bids transmitted by facsimile to CFIA will not be accepted.

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at [Ashley.Bennett@inspection.gc.ca](mailto:Ashley.Bennett@inspection.gc.ca). Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### SI03 MANDATORY SITE VISIT

1. There will be a site visit on September 29, 2022 at 10:00 a.m. Interested bidders are to meet at 8801 East Saanich BC, V8L 1H3.

**We are asking all interested bidders to confirm their attendance and provide the names of individuals attending the site visit. Please do so by email to the Contracting Authority ([Ashley.Bennett@inspection.gc.ca](mailto:Ashley.Bennett@inspection.gc.ca)) prior to the site visit date. Please limit the number of people to 1 or 2 persons per firm.**



2. The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**
3. **Safety Attire:** In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. **Security pre-screening:** All the individuals attending the site visit must hold a security clearance of ("Secret" / Reliability). The names of each individual attending the site visit, their date of birth, along with the name of the firm they represent, should be provided to the Contracting Authority by [date] at [time] in order to gain access to the site.

#### **SI04 REVISION OF BID**

A bid may be revised in accordance with GI10 of R2710T.

**Option 1:** BID SECURITY has already been submitted by mail – The email address for revisions is: [cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

Attention: Ashley Bennett, Reference ITT # B0758/D - 2023-00547

**Option 2:** BID SECURITY has not been submitted by mail – The address for revisions is:

**Canadian Food Inspection Agency**  
Shipping and Receiving  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett, Reference ITT # B0758/D - 2023-00547

#### **SI05 BID SECURITY REQUIREMENTS**

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.

Bonds failing the verification process will NOT be considered valid.

Bonds passing the verification process will be treated as original and authentic.

#### **SI06 SUBMISSION OF BID**

Bid must be submitted only to the Canadian Food Inspection Agency (CFIA) Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation.

**Canadian Food Inspection Agency**  
Shipping and Receiving  
59 Camelot Drive  
Ottawa, Ontario K1A 0Y9



Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett, Reference ITT # B0758/D - 2023-00547

#### **SI07 BID RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by e-mail a request to [Ashley.Bennett@inspection.gc.ca](mailto:Ashley.Bennett@inspection.gc.ca).

#### **SI08 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

#### **SI09 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### **SI10 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

#### **SI11 CONSTRUCTION DOCUMENTS**

There are no construction documents.



## SI12 INDUSTRIAL SECURITY RELATED REQUIREMENTS

There is no security requirement.

## SI13 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

### **GI07 (2022-01-28) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 2. **Failure to do so will result in the disqualification of its bid.**

## SI14 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell

<https://buyandsell.gc.ca/>

Canadian economic sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/current-actuelles.aspx?lang=eng](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/current-actuelles.aspx?lang=eng)

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services

<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

PWGSC, Code of Conduct and Certifications

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>



## **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)**

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/24>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid





## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2022-01-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions

SC1	Compliance with on-site measures, standing orders, policies, and rules	4013	(2021-11-29);
SC2	Suspension of the work	4014	(2021-11-29);
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.



**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Sidney Laboratory - Building 12 Remediation  
8801 East Saanich, Sidney, BC V8L 1H3

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Industrial Security Program Organisation Number (ISP ORG#) (when required)					

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding Applicable Tax(s).  
(amount in numbers)

**\*All travel and living costs must be included in the Total Bid Amount.**

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 120 days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by March 31, 2023.

**\*This project is considered a high priority for the Canadian Food Inspection Agency (CFIA), and for this reason we require the work to be completed in a timely manner.**

**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.



**BA08 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date





### APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If “own forces” of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		



## APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*



**VOLUNTARY CERTIFICATION**

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

*Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:




## ANNEX A



Canadian Food  
Inspection Agency

Agence canadienne  
d'inspection des aliments

# **Terms of Reference Building 12 Remediation Sidney Laboratory**

**Sidney Laboratory**  
8801 East Saanich Rd.  
North Saanich, BC

**Planning, Design and  
Construction Office**  
59 Camelot Dr.  
Ottawa, Ontario, K1A 0Y9

## Table of Contents

1.0	Introduction	...1
	1.1 Request for proposal	...1
	1.2 Project Identification	...1
	1.3 Project's main objectives	...1
	1.4 History	...2
2.0	Pre-qualification requirements	...2
3.0	Scope of services	...2
	3.1 Services required during all phases of project	...5
	3.2 Services required during construction	...5
	3.3 Deliverables	...7
4.0	Project schedule and project progression	...7
5.0	Issues	...7
	5.1 Adjacent programs	...7
	5.2 Existing documentation	...7
	5.3 Service disruptions	...8
	5.4 Site access	...8
6.0	Changes to scope	...8
7.0	Acceptance	...8
8.0	Codes and standards	...8
9.0	Roles and responsibilities of key project team members	...10
	9.1 Consultant	...10
	9.2 Project leader	...10
10.0	Key personnel	...11
	Appendices A, B, C, D, & E	...12

## **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 hazardous material removal, demolition, and installation of new materials and finishes to restore damaged laboratory spaces to new in Building 12 at the Sidney Laboratory in North Saanich, BC. This is a crown-owned facility and the mandate is to provide services as outlined below:

### **1.2 Project Identification**

CFIA – Building 12 Remediation

Sidney Laboratory  
8801 East Saanich Rd.  
North Saanich, BC, V8L 1H3

### **1.3 Project's main objectives**

The principal objective of the project is to provide CFIA with hazardous material removal, demolition, and installation of new materials and finishes to restore damaged laboratory spaces to new in Building 12.

During extreme rainfall events that took place in BC during the month of November 2021, Building 12 experienced flooding throughout the north and west sections of the building. Removal of some saturated material has occurred through the month of December. This project is for the immediate and corrective action to abate all hazardous material identified (refer to **Appendix A** – “Sidney – Stantec – Mould Assessment and Remediation Plan – Blg 12 – Dec 20, 2021”; **Appendix D** – Reserved; and **Appendix E** – “Sidney – Island EHS – Hazardous Materials Assessment – Blg 12”) demolish and remove existing water-damaged materials, ensure all substrates are dry and acceptable for installing new material and finishes to return damaged laboratory spaces to new. Note: The contractor must be mindful that existing scientific program will continue in other areas of the building, which must be divided by a physical barrier to be provided by the contractor.

The project will encompass all aspects of hazardous material abatement following provincial requirements, demolition, remediation, and the supply, installation and finishing of new materials.

### **1.4 History**

The Sidney Laboratory is a campus of buildings situated on a 41 hectare property spanning both east and west sides of North Saanich Road. Building 12 of the Sidney Laboratory was constructed in 1953. The building is a single storey structure, with a

gross floor area of 605m<sup>2</sup>. This building houses research and diagnostic laboratory suites.

CFIA is currently undergoing a construction project led by PSPC and Laboratories Canada to build a new facility at this site in an effort to replace existing buildings that are being used beyond their lifecycle capacities. While the new facility is under construction, and not to be opened until 2025, the science program must still continue on site in the existing buildings, therefore the buildings must be maintained as functional spaces for use by laboratory staff.

## **2.0 Pre-qualification requirements**

- The Contractor shall be responsible for coordinating the work of all sub-consultants, sub-contractors and manufacturers/suppliers and ensuring that the work meets the requirements identified in the construction documents. It shall be the representative's responsibility to sub-contract other consulting services or contractors to meet the outlined deliverables.
- Provide an estimated schedule that outlines demolition, remediation, and phased construction.
- The site visit/job showing is mandatory.

## **3.0 Scope of services**

The following scope of work is taken from **Appendix A** – “Sidney – Stantec – Mould Assessment and Remediation Plan – Blg 12 – Dec 20, 2021”:

“Stantec recommends the scope of work outlined below be completed to remove mould growth and conditions conducive to mould growth. The statements made below are general in nature, and are represented visually on Drawing 3 in Appendix A [of the Stantec document]. [It is understood that the installation of new wallboard and ceilings as identified below will be properly finished in a comparable grade and colour to existing.]

- Remove and dispose of the lower 60 cm (two feet) of wallboard materials (and underlying vapour barrier and insulation, if present) in areas where elevated moisture content was detected.

– Within the Sprinkler Room, this will require removal of the manufactured shower stall, to access wall materials behind it. The shower stall can likely be re-installed once remediation is complete.

– In the following instances, this will require removal of cabinetry, shelving or lab bench cupboards from the wall, to access wallboard materials behind them:

o South Lab

- Two shelving units on the north wall and one shelving unit on the south wall

o Tissue Culture Transfer Room

- Two lab bench cupboards under the countertop on the north wall

o North Lab

- Lab bench cupboard under the countertop along the northwest wall, and shelving unit on the southeast wall

– Where wall materials remain on the opposite side of the exposed wall cavity, assess for evidence of moisture or mould contamination on the back side of those wall materials, when viewed in the wall cavity. If mould and/or moisture are present, this may require expansion to the remediation scope. Areas where this will be of particular importance include the following wall sections that could not be viewed during this assessment (covered by items such as built-in cabinets under lab benches, etc.):

o South Lab

- North wall (will be visible in wall cavity once materials are removed from the south wall of the North Lab)
- East wall (will be visible in wall cavity once materials are removed from the west wall of the Central Foyer/Freezer Area)

o Tissue Culture Area

- South wall (will be visible in wall cavity once materials are removed from the north wall of the Tissue Culture Transfer Room)

o Centrifuge Room

- West wall – south section (will be visible in wall cavity once materials are removed from the east wall of the North Lab.

- Remove and dispose of wood toe kicks from cabinets associated with laboratory benches and counters throughout.

– This will involve removal of toe kicks from such items throughout the South Lab and the Tissue Culture area

– Assess areas beneath cabinets for remaining water and/or concealed wall materials that may be mould and/or moisture impacted.

- Remove metal toe kicks from cabinets associated with laboratory benches and counters throughout the North Lab.

– Assess areas beneath cabinets for remaining water and/or concealed wall materials that may be mould and/or moisture impacted. Impacts are unlikely along the north wall, as it is presumed to have a concrete curb behind the cabinets.

- Remove and dispose of ACM floor tile throughout the sprinkler room (approximately 4.6 square metres or 50 square feet)

The above-noted work associated with removal of non-ACM materials must be conducted by competent personnel, who are knowledgeable of potential hazards of mould exposure, using personal protective equipment and procedures in accordance with industry accepted practices for mould abatement. A specialized mould abatement contractor is recommended.

With respect to the removal of ACM floor tile from the sprinkler room, removal must be completed by appropriately trained personnel (e.g., asbestos abatement contractor personnel), in accordance with the requirements of the COHSR, BC Reg. 296/97 and the BC Asbestos Guide

The following additional recommendations/considerations are provided:

- At a minimum, mould abatement work should be completed following the procedures for “Remediation of Medium-Scale Mould Growth” as outlined in CCA 82, which include provisions for enclosure of the work area, and operation of the work area under negative pressure.

- Stantec recommends the use of HEPA air filtration devices (negative air machines) vented directly to the outdoors to maintain negative pressure. Depending on the size of each work area (areas may be enclosed separately, depending on contractor protocols), more than one negative air machine may be necessary to maintain adequate negative pressure within a particular enclosure.

- Mould abatement protocols call for removal of visibly impacted materials plus 30 cm (1 foot) of clean materials in all directions. Depending on the conditions within wall cavities as materials are removed, it may be necessary to remove wall materials to heights greater than 60 cm, or small sections of adjacent walls, if they are not already planned for removal.

- Cabinetry, shelving or lab bench cupboards are present in various locations that restrict access to concealed wallboard materials. As such, the condition of those concealed materials is currently unknown. As opposed to removing all such items from walls to investigate conditions, Stantec recommends proceeding with removal of items/materials as outlined herein as a first step. Upon completion in each area, there will be more opportunity to view the condition of concealed materials. If concealed materials do not show evidence of mould growth or conditions conducive to mould growth, removal of additional cabinetry, shelving or lab bench cupboards may not be necessary.

[• Given the requirement for additional assessment at various stages of removal, the Contractor will ensure the CFIA project leader is notified in writing if possible contamination is present. A health and safety professional experienced in performing microbial investigations will be the responsibility of the CFIA and will make these assessments. The health and safety professional will provide guidance on additional removal scope, if necessary.]

- Although moisture appears to be present beneath sheet flooring materials, action is not currently required as the flooring remains well adhered to the

concrete, and the condition is unlikely to support mould growth. Although unlikely to result from the recent flooding event, given that they were impacted during the flood and there is evidence that some moisture remains (likely in the underlying concrete), flooring materials should be routinely monitored for lifting or other damage that may occur, and repaired as necessary.”

Not stated within **Appendix A** (as identified above), CFIA requires the removal and replacement of all drywall/wallboard, insulation, flooring, and ceiling materials identified within the affected flood area noted in **Appendix B** – “Sidney – Stantec – Plans with Markups – Burst Pipe Dec 2021”.

In areas where the ceiling is to be removed and replaced with new, remove existing lighting and re-install after new material and finishes are complete. Remove and reinstall all conduit, junction boxes, and similar fixtures located along the walls in the identified areas if required.

In areas where asbestos-containing flooring is removed, the Contractor is to replace the flooring with a comparable quality material of the same finish and colour, or as close to the existing as feasibly possible. Ensure the CFIA approves this product prior to installation.

### **3.1 Services required during all phases of project**

- Identify any challenges, constraints, or significant issues in writing to the Project Leader: Craig Armitage, CFIA. Day-to-day site operations will be overseen by the Facility Manager: Robert Haugland. Note that any unforeseen site condition that may exist where remedial work is required that is above and beyond work outlined in this document must be communicated immediately to the Project Leader.

### **3.2 Services required during construction**

- Submit any applicable technical data and product information to CFIA Project Leader for review. Contractor to ensure that the products or equipment proposed are in compliance with contract documents and all applicable code and standards. Review of technical data and product information by CFIA Project Leader does not absolve Contractor of his responsibility to provide materials, products or equipment that meet or exceed the requirements of the contract documents.
- Submit site safety plan to CFIA Project Leader for review. Review of schedule and site safety plan by CFIA Project Leader does not absolve Contractor of his responsibility to comply with the requirements of all applicable codes, standards and contract documents.
- Submit progress payment requests to CFIA Project Leader for review and approval.
- Submit all contemplated change notices to CFIA Project Leader for review and final approval. No requests for additional costs such as labour, time, equipment

and materials will be entertained by CFIA if those costs were incurred without prior written approval of Project Leader.

- Ensure that all employees, sub-consultants and sub-contractors comply with all safety standards and regulations in accordance with Provincial and Federal Government regulations.
- Provide all tools, equipment, scaffolding, health and safety apparatus, off site secure storage space required to undertake the work described in this document. Contractor is responsible to insure against, theft or damage of any items stored onsite or offsite. CFIA is not liable for any theft or damage to any items stored onsite throughout the length of the project.
- Provide for Contractor's representative to be present to receive all material, tools or equipment delivered to the site. CFIA will not be responsible for receiving any material, tools or equipment.
- Provide any required utilities to complete the work in areas where site services may not be available or could cause a disruption to program activities or building operations.
- Dispose of refuse from demolition and construction onsite and offsite. Provide containers and bins for this purpose. Clean site daily and ensure that no refuse accumulates.
- Upon disposal of hazardous materials, the provincial certificate of "Confirmation of Disposal or Recycling" of material must be kept and a copy shared with the Project Leader for CFIA records.
- Provide temporary barriers / hoarding necessary to create separation between wings of the building as a portion of the building will remain open to laboratory staff. Contractors and sub-contractors must use entrance/exit to the building separate from that used by the laboratory staff. Any work that may interrupt services or impact staff ability to use/access separate wing of the building must be communicated to Project Leader at least 48 hours in advance.
- Provide temporary protections to protect interior and exterior finishes from damage where applicable. Repair or replace CFIA property damaged during all stages of work. This includes, but is not limited to: interior finishes, architectural or structural components, tools or equipment, mechanical or electrical elements, and landscaping. Damaged landscaping features must be reinstated and green areas must be repaired with sod (reseeding is unacceptable).

### **3.3 Deliverables**

Labour and materials to complete the following:

1. Removal of hazardous materials in the identified construction zone,



2. Demolition and disposal of existing compromised material, and
3. Installation and finishing of new materials.

Refer to:

**Appendix A** – “Sidney – Stantec – Mould Assessment and Remediation Plan – Blg 12 – Dec 20, 2021”

**Appendix B** – “Sidney – Stantec – Plans with Markups – Dec 2021”

**Appendix C** - Sidney - Stantec - Updated Plans Bldg 12

**Appendix D** – Reserved

**Appendix E** – “Sidney – Island EHS – Hazardous Materials Assessment – Blg 12”

## **4.0 Project schedule and project progression**

This project is in response to unforeseen weather conditions and is being treated as an emergency to return the lab space to full working condition. As such, and despite the limited timeline, this project must be completed by March 31, 2023.

Given this context, the Contractor will be required to submit a schedule which demonstrates a detailed outline of the required activities and their anticipated duration to give the CFIA the greatest ability to fiscally plan for this work.

## **5.0 Issues**

### **5.1 Adjacent programs**

The building must remain operational, with a defined line between construction area and working laboratory area with Contractor-provided physical barrier, for the duration of the project, therefore, project 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 commissioning issues.

### **5.2 Existing documentation**

The following documents are made available to the Contractor as appendices to this Terms of Reference and should provide the Contractor with sufficient context to support the work requirements outlined in this document:

**Appendix A** – “Sidney – Stantec – Mould Assessment and Remediation Plan – Blg 12 – Dec 20, 2021”

**Appendix B** – “Sidney – Stantec – Plans with Markups – Dec 2021”

**Appendix C** - Sidney - Stantec - Updated Plans Bldg 12

**Appendix D** – Reserved

**Appendix E** – “Sidney – Island EHS – Hazardous Materials Assessment – Blg 12”

The Contractor understands and acknowledges that he cannot base his drawings and specifications solely on a review of the existing documentation and that any missing information must be assembled through physical legwork and onsite observations.

### **5.3 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 and coordinated, if necessary, with 48 hours notice prior to any service disruption to the Project Leader. Program operations and time frames will govern the particular allotted time frame for construction.

### **5.4 Site access**

The Contractor will have access to the site during regular business hours by pre-arranging times with the Facility Manager 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 Contractor 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 Codes and standards**

The work must be developed in compliance with the standing requirements of the Government of Canada, and such other laws, codes, acts, regulations, etc. as may be applicable. The latest edition of each document shall apply. Acknowledging that there is a wealth of documentation available, the Contractor’s attention is particularly directed towards the following:

### **Codes, acts and regulations**

- Canada Labour Code
- Canadian Electrical Code
- Federal and provincial boiler and pressure vessel regulations

- Heating, Ventilation and Air Conditioning code
- National Building Code of Canada
- National Energy Code for Buildings
- National Fire Code of Canada
- National Plumbing Code of Canada
- British Columbia's Occupational Health and Safety Regulation (BC Reg. 296/97)
- Provincial and municipal codes and by-laws

### **Standards**

- Canadian Standards Association (CSA) documents
- CAN/ULC-S524-1991, Standard for the Installation of Fire Alarm Systems
- Containment Standards for Veterinary Facilities, CFIA
- Labour Canada, Fire Protection Services No. 410, Fire Alarm System
- American Conference of Government Hygienists, Industrial Ventilation Manual of Recommended Practices
- National Fire Protection Association Standards
- NIOSH - The US National Institute for Occupational Safety and Health
- 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

## **9.0 Roles and responsibilities of key project team members**

## **9.1 Contractor**

- The particular responsibilities of the Contractor have been set out in these Terms of Reference.
- The Contractor shall be responsible for verifying the needs of the Agency and incorporating those needs into the required project deliverables.
- The Contractor 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 Contractor 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 contract, the Contractor shall be responsible for producing all work described in the contract and in this document, in a conscientious and professional manner.
- The Contractor shall coordinate and review all project requirements with the CFIA Project Leader and CFIA Facility Manager.

## **9.2 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 contractors;
- Evaluating the contractor's 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 contractor'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.

## **10.0 Key personnel**

**Project Leader**

**Facility Manager**

## **Appendix A**

See included PDF document titled “Sidney – Stantec – Mould Assessment and Remediation Plan – Blg 12 – Dec 20, 2021” provided by Stantec.

## **Appendix B**

See included PDF document titled “Sidney – Stantec – Plans with Markups – Dec 2021” provided by Stantec.

## **Appendix C**

See included PDF document titled “Sidney – Stantec – Updated Plans Blg 12” provided by Stantec.

## **Appendix D**

Reserved.

## **Appendix E**

See included PDF document titled “Sidney – Island EHS – Hazardous Materials Assessment – Blg 12” provided by Island EHS Inc.



**ANNEX B - CERTIFICATE OF INSURANCE**  
(Not required at solicitation closing)

**CERTIFICATE OF INSURANCE**



<b>Description and Location of Work</b> <b>Sidney Laboratory - Building 12 Remediation</b> <b>8801 East Saanich, Sidney, BC V8L 1H3</b>	<b>Contract No.</b> <b>B0758/D – 2023-00547</b>
	<b>Project No.</b> <b>B0758/D – 2023-00547</b>

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
----------------------------------	-----------------------	------	----------	-------------

Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

*Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services*

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>						
				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y



**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

**Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.**

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.



