



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

**Bid Receiving - CFIA / Réception des  
 soumissions - l'ACIA**

**Email Address - Courriel:**

[cfia\\_bidreceipt-](mailto:cfia_bidreceipt@inspection.gc.ca)

[receptiondesoumission.acia@inspection.gc.ca](mailto:receptiondesoumission.acia@inspection.gc.ca)

Reference of Solicitation # / Référence de l'invitation n°:

**2023-00666**

**REQUEST FOR PROPOSAL  
 DEMANDE DE PROPOSITION**

**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> Architectural & Engineering Services (A&E) - Replacement of Walk-in Coolers and Freezers	
<b>Solicitation No. - N° de l'invitation</b> 2023-00666	<b>Date</b> December 21, 2022
<b>File No. - N° de dossier</b> 2023-00666	
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le January 31, 2023</b>	<b>Time Zone Fuseau horaire Eastern Standard Time EST</b>
<b>F.O.B. - F.A.B.</b> Plant-Usine: ___ Destination: <u>X</u> Other-Autre: ___	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ashley Bennett	
<b>Telephone No. - N° de téléphone</b> (343) 553-9512	<b>FAX No. - N° de FAX</b> (613) 773-7615
<b>Destination of Goods, Services, and Construction: Destination des biens, services et construction:</b>  CANADIAN FOOD INSPECTION AGENCY Calgary Laboratory 3650 36th Street NW Calgary, AB T2L 2L1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



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## SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI 1 INTRODUCTION

1. The Canadian Food Inspection (CFIA) has a requirement for: the provision of design and construction monitoring services in compliance with the conditions set out in the document for the removal and replacement of the existing walk-in coolers and freezers. This is a crown-owned facility and the mandate is to provide services as outlined in this Request for Proposal (RFP).

2. This is a single phase selection process.

3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

#### **4. THIS DOCUMENT CONTAINS PROVISIONS OF A CONDITIONAL SET ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)**

For further instructions please consult "Special Instruction to Bidders", SI 10, "Conditional Set-Aside" and SI 11, "Set-Aside for Indigenous Business".

### SI 2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual ([Standard Acquisition Clauses and Conditions \(SACC\) Manual - Buyandsell.gc.ca](#)) issued by Public Services and Procurement Canada.

2. The following are the proposal documents:

(a) Supplementary Instructions to Proponents (SI);

R1410T (2022-01-28), General Instructions (GI) – Architectural and/or Engineering Services – Request for Proposal;

(b) the general terms, conditions, supplemental conditions and clauses, as amended, identified in the Agreement clause;

(c) Annex A, Terms of Reference;

(d) Annex B, Pricing Schedule / Basis of Payment;

(e) Annex C, Declaration/Certification Form,

(f) any amendments to the solicitation document issued prior to the date set for receipt of proposals; and

(g) the proposal.

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### SI 3 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted **in writing** to the Contracting Authority Ashley Bennett ([Ashley.Bennett@inspection.gc.ca](mailto:Ashley.Bennett@inspection.gc.ca)).

Enquiries should be received no later than four (4) business days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.



#### SI 4 MANDATORY SITE VISIT

1. There will be a site visit on **January 12, 2023 at 10:00 a.m. (MST)**. Interested bidders are to meet at the front lobby of the Calgary Laboratory (3650 36th Street NW, Calgary, AB T2L 2L1).

**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.

#### SI 5 BID SOLICITATIONS DISTRIBUTION

Canada will send the Request for Proposal (RFP) and all attachments directly to invited Bidders.

#### SI 6 CANADA'S TRADE AGREEMENTS

No trade agreements apply to this requirement

#### SI 7 CERTIFICATIONS

##### 1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per R1410T (2022-01-28), General instructions 1 (GI1), Integrity Provisions – Proposal, **section 3b**.

##### 2. Federal Contractors Program for Employment Equity - Proposal Certification

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

Canada will also have the right to terminate the Agreement for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Agreement.



The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix C - Declaration/Certifications Form), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## SI 8 SECURITY REQUIREMENT

There is no security requirement associated with this bid solicitation.

## SI 9 WEBSITES

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

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/service-canada.html>

Ineligibility and Suspension Policy

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

Code of Conduct for Procurement

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

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

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

CanadaBuys

<https://canadabuys.canada.ca/en>

Supplier Registration Information

<https://srisupplier.contractscanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian sanctions legislation

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

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>



## SI 10 CONDITIONAL SET ASIDE

This procurement has been conditionally set aside under the federal government's Procurement Strategy for Indigenous Business (PSIB). The procurement is open to both Indigenous and non-Indigenous businesses. However, if two or more Indigenous businesses submit a bid, then the procurement is set aside under PSIB. In order to be considered under PSIB, a supplier must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB.

Suppliers must include the following certification if qualified as an Indigenous business under PSIB:

## SI 11 SET-ASIDE FOR INDIGENOUS BUSINESS

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



## TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the AA and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
- (b) the General Terms, Conditions and Clauses, as amended, identified as:
  - R1210D (2022-12-01), General Conditions (GC) 1: General provisions – Architectural and/or Engineering Services;
  - R1215D (2022-12-01), General Condition (GC) 2: Administration of the Contract – Architectural and/or Engineering Services;
  - R1220D (2015-02-25), General Condition (GC) 3: Consultant Services;
  - R1225D (2015-04-01), General Condition (GC) 4: Intellectual Property;
  - R1230D (2018-06-21), General Condition 5: Terms of Payment – Architectural and/or Engineering Services;
  - R1235D (2011-05-16), General Condition (GC) 6 – Changes;
  - R1240D (2018-06-21), General Condition (GC) 7 - Taking the Services out of the Consultant's Hands, Suspension or Termination;
  - R1245D (2016-01-28), General Condition 8 – Dispute Resolution – Architectural and/or Engineering Services;
  - R1650D (2022-12-01), General Condition (GC) 9 - Indemnification and Insurance;
  - Supplementary Conditions;
  - Agreement Particulars;
- (c) Annex A, Terms of Reference;
- (d) Annex B, Basis of Payment;
- (e) Annex, C, Declaration/Certification Form;
- (f) any amendments to the solicitation document issued prior to the date set for receipt of proposals;
- (g) the proposal.

2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PSPC). The SACC Manual is available on the PSPC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual>

3. If there is a discrepancy between the wording of any documents that appear on the following 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) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Annex A, Terms of Reference;
- (h) Annex B, Basis of Payment;
- (i) Annex C, Declaration/Certification Form; and
- (j) the proposal.



## **TERM OF CONTRACT**

### **1. Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

## **AUTHORITIES**

### **1. Contracting Authority**

The Contracting Authority for the Agreement is:

Ashley Bennett  
Procurement Officer  
Canadian Food Inspection Agency  
59 Camelot Drive, Ottawa, ON  
Telephone: (343) 553-9512  
E-mail address: [Ashley.Bennett@inspection.gc.ca](mailto:Ashley.Bennett@inspection.gc.ca)

The Contracting Authority is responsible for the management of the procurement and any changes to the resulting contract must be authorized in writing by the Contracting Authority. The Consultant 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.

### **2. Project Authority**

The Project Authority for the Agreement is: *(provided at contract award)*

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the services are being carried out under the Agreement and is responsible for all matters concerning the technical content of the services under the Agreement. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the Terms of Reference. Changes to the Terms of Reference can only be made through an agreement amendment issued by the Contracting Authority.

### **3. Contractor's Representative**

The Contractor's Representative for the Contract is: *(provided at contract award)*

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:





## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SECURITY REQUIREMENT**

There is no security requirement associated with this bid solicitation.

### **SC2 LANGUAGE REQUIREMENTS - English**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be:

-fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

\*By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, it is the responsibility of the successful company to make arrangements to have all documents translated from English to French.

### **SC3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT**

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the contract.



**SUBMISSION REQUIREMENTS AND EVALUATION**

**SRE 1 GENERAL INFORMATION**

**1. Reference to the Selection Procedure**

An 'Overview of the selection procedure' can be found in R1410T General Instructions to Proponents (GI3).

**2. Evaluation Procedures**

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

**SRE 2 SUBMISSION REQUIREMENTS AND EVALUATION**

**3. Technical Evaluation**

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

FAILURE TO MEET THE MANDATORY REQUIREMENTS WILL RENDER THE PROPOSAL AS NONRESPONSIVE AND NO FURTHER EVALUATION WILL BE CARRIED OUT.

<b>MANDATORY TECHNICAL CRITERIA</b>				
<b>Criteria #</b>	<b>Mandatory Criteria</b>	<b>Required Supporting Information</b>	<b>Compliance (Met/Not Met)</b>	<b>Substantiation</b>
<b>MTC1</b>	The Bidder must demonstrate that the proposed Architect is licensed to practice in the Province of Alberta.	To demonstrate: -indicate in the proposed resource's CV, and -provide a copy of the certification.		
<b>MTC2</b>	The Bidder must demonstrate that the proposed Architect has ten (10) years of experience in providing architectural services:  - provided design and construction oversight services for similar functional space conversion and utilization.	To demonstrate: -indicate in the proposed resource's CV; and -provide a minimum of three (3) project examples* completed within the last five (5) years (as of the bid solicitation closing date).  *For each project, provide the following:		



		<p>a) Title/description;          b) Name of client organization;          c) Location;          d) Timeframe (from-to date/month/year);          e) Brief description of project, roles and responsibilities; and          f) Completion date.</p>		
<b>MTC3</b>	<p>The Bidder must demonstrate that the proposed Mechanical Engineer is licensed to practice in the Province of Alberta.</p>	<p>To demonstrate:          -indicate in the proposed resource's CV, and          -provide a copy of the certification.</p>		
<b>MTC4</b>	<p>The Bidder must demonstrate that the proposed Mechanical Engineer has ten (10) years of experience in providing mechanical engineering services:</p> <p>- provided walk-in cooler and freezer systems removal and replacement.</p>	<p>To demonstrate:          -indicate in the proposed resource's CV; and          -provide a minimum of three (3) project examples* completed within the last five (5) years (as of the bid solicitation closing date).</p> <p>*For each project, provide the following:</p> <p>a) Title/description;          b) Name of client organization;          c) Location;          d) Timeframe (from-to date/month/year);          e) Brief description of project, roles and responsibilities; and          f) Completion date.</p>		
<b>MTC5</b>	<p>The Bidder must demonstrate that the proposed Electrical Engineer is licensed to practice in the Province of Alberta.</p>	<p>To demonstrate:          -indicate in the proposed resource's CV, and          -provide a copy of the certification.</p>		
<b>MTC6</b>	<p>The Bidder must demonstrate that the proposed Electrical Engineer has ten (10) years of experience in providing electrical engineering</p>	<p>To demonstrate:          -indicate in the proposed resource's CV; and          -provide a minimum of</p>		



	<p>services:</p> <p>- provided walk-in cooler and freezer systems removal and replacement.</p>	<p>three (3) project examples* completed within the last five (5) years (as of the bid solicitation closing date).</p> <p>*For each project, provide the following:</p> <ul style="list-style-type: none"> <li>a) Title/description;</li> <li>b) Name of client organization;</li> <li>c) Location;</li> <li>d) Timeframe (from-to date/month/year);</li> <li>e) Brief description of project, roles and responsibilities; and</li> <li>f) Completion date.</li> </ul>		
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\*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.

Any past project specified by the Bidder may have been performed by the Bidder and/or any proposed subcontractor and/or any affiliate of the Bidder. In the case of a tender submitted by a joint venture, the tender can describe the previous experience on project(s) of one or more joint venture members to meet the experience requirement on past projects – that is, one similar project could be described for one joint venture member and another project could be described for another joint venture member, as long as the minimum total of number of projects is met (if two members of the joint venture worked on the same project, it will count as one project).

**NOTE:**

**If the space provided in the above table to fill in the information is not sufficient, bidders can use a separate sheet and attach it to their tender.**

**Failure to provide the required (MANDATORY) details as specified in the above table will result in the tender being declared non-responsive and disqualified. Further, if the results of the references contacted cannot confirm and validate the identified projects, the tender will be declared non-responsive and disqualified.**

**4. Financial Evaluation**

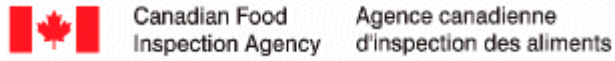
The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex “B”.

**5. Basis of Selection - Mandatory Technical Criteria and Attendance to Mandatory Site Visit**

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

**ANNEX "A"**  
**TERMS OF REFERENCE**



**Terms of Reference**  
**Replacement of Walk-in Coolers and Freezers**  
**Calgary Laboratory**

V2 Sept. 16-2022

**Calgary Laboratory**  
3650 36 Street NW  
Calgary Alberta

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



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## 1.0 Introduction

### 1.1 Request for proposal

You are invited to submit a proposal to the Canadian Food Inspection Agency (CFIA) for the provision of design and construction monitoring services in compliance with the conditions set out in the document for the removal and replacement of the existing walk-in coolers and freezers. The laboratory is a government owned facility, and the services to be provided are set out below.

### 1.2 Project Identification

CFIA – Replacement of Walk-in Coolers and Freezers

Calgary Laboratory  
3650 36 Street NW  
Calgary Alberta

### 1.3 Project's goal and main objectives

#### *Goal*

Improve system reliability, monitoring and program continuity. These coolers are used by a variety of programs at the site and operational failures may lead to significant impacts to scientific programs.

System control and modernization is desired through the installation of updated technology, materials and equipment resulting in energy efficiency.

Space utilization and work flow. Removing cooler (#167C) and repurposing the footprint to a loading dock function will improve work flow.

Environmental regulations dictate the specific use of refrigerants in laboratory equipment. These current coolers use refrigerant that has been phased out starting in January, 2020 and will be prohibited to use in 2030.

#### *Objectives*

- To provide CFIA with bilingual engineered sealed drawings and specifications, suitable for tender outlining the work required to remove and replace walk-in coolers and freezers.
- To provide CFIA with tender support, construction monitoring, review, inspection and oversight services based on the following sections of this Terms of Reference.

The project shall encompass all aspects of field work, data gathering, design development, tendering, demolition, decommissioning, construction oversight, inspections and commissioning to ensure that the removal and replacement of walk-in coolers and freezers are done in a safe manner that complies with current codes, standards, contract documents, manufacture's instructions and best industry practices.



## 1.4 History

### *Building*

The Calgary Laboratory was constructed in 1988. The building is a two storey structure, with a gross floor area of 8 538 m<sup>2</sup>. It is situated on land leased from the University of Calgary. The building is divided into two wings connected by a central atrium. The first wing is occupied by offices while the second one houses laboratory spaces. Mechanical penthouses are located above each wing.

### *Walk-in Cooler and freezers description*

The coolers and freezers are used to store food samples for the critical testing programs carried out at the Calgary laboratory. These units have been in operation for over 30 years and have surpassed their life expectancy. Recent deficiencies including insulation failures and floor heaving have resulted in costly ongoing repairs.

The coolers and freezers were constructed in 2 banks of 3 separated by a mechanical space for the compressors. The banks of 3 freezers and coolers were constructed using a common wall between each one.

### Freezer Inventory:

Freezer #	Set Point (degrees)	Refrigerant
136A	-20C	R404
136B	-20C	R404
136C	-20C	R404
137B	-20C	R404
137C	-20C	R404

### Cooler Inventory:

Cooler #	Set Point	Refrigerant
137A	4C	R22
147	4C	R22
167C	4C	R22

Note: compressors for Freezers/Coolers 136 and 137 are located in the interstitial room 130. Compressors for Coolers 167 & 147 are located on top of the cooler in the ceiling space. Coolers 167 and 147 have de-humidifiers located on the coolers.

The project will include the removal of 8 units and replacement with 7 new units, including the cooler casings, compressor units, and all associated electrical and mechanical. Cooler 167 will be removed with the resulting footprint being converted to expand the loading dock room.





## 2.0 Qualification requirements

- The prime consultant is responsible for coordinating the work of all consultants and ensuring the general contractor's work meets the requirements identified in the construction documents. It will be the prime consultants responsibility to sub-contract other consulting services as required to meet the outlined deliverables.
- Work relating to Architectural components shall be completed by an Architect with at least years (10) years experience and a proven professional background. The Architect must be licensed to practice in the Province of Alberta. The Architect shall sign and stamp his portion of the plans and specifications. This Architect shall be the sole author of all work pertaining to their specialty and shall be present at all scheduled meetings.
- Work relating to engineering components, including electrical and mechanical shall be completed by an Engineer with at least ten (10) years experience and a proven professional background. The Engineer shall be licensed to practice in the Province of Alberta. The Engineer shall sign and stamp his portion of the drawings and specifications. These specific engineers shall be the sole author of all work pertaining to their specialty and shall be present at all scheduled meetings.
- Attending a site visit to assess the work to be performed is mandatory.

## 3.0 Scope of services

### 3.1 Services required during all phases of project

- 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. Allow for bi-weekly meetings during the design development and construction, to provide information and receive feedback on the progress of the project.
- 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.
- Comply with all issued regulations and recommendation by Health Canada and the Province of Alberta regarding Covid-19 and all other Health regulations.



### 3.2 Services required during design development

- The Consultant will arrange to visit the site as many times as required in order to become familiar with the existing walk-in freezer and cooler areas and related equipment and take all measurements, readings and analyses necessary to complete the design.
- The Consultant will design all aspects related to the removal and replacement of the entire walk-in cooler and freezer systems. Electrical and mechanical design to include all necessary appurtenances.
- The Consultant will produce reproducible drawings in AutoCAD 2014 and NMS specifications in MS Word format suitable for tender. *The final version of these documents will be released only after a full review has been conducted and approval has been given from the Project Authority.*
- The Consultant must prepare all construction documents in Canada's two official languages. It is standard practice to produce a single set of drawings (originals) on which written information is shown in both languages and separate written documents for each language for tendering, records drawings, operating and maintenance documentation.
- The Consultant shall be responsible for the accuracy and completeness of translations and the consistency of documents.
- The Consultant will be responsible to coordinate floor scanning and incorporate findings into the construction documents to help identify any required through slab core locations for the purpose of routing services.
- The Consultant will provide an indicative and substantial estimates for construction work to be completed for financial forecasting purposes.
- The Consultant will provide a schedule that includes all aspects of the project from the initial design phase, through contracting and construction.
- The Consultant will produce a detailed commissioning plan and detailed instruction/demonstration plan, appended to tender documents.

### 3.3 Services required during tender period

- The Consultant will lead a site visit for potential bidders, answer technical questions posed during tender period and produce addenda as required.
- The Consultant will review bids to assess their compliance with the drawings and specifications and present their recommendation to the Project Leader.
- The Consultant will prepare bilingual drawings and specifications "issued for construction" including all the addenda issued during the bidding process.

### 3.4 Services required during construction

- The Consultant will examine all shop drawings, technical data sheets and manufacturer's instructions to ensure that the products and equipment proposed by the contractor(s) are in compliance with drawings and specifications.



- The Consultant will review Contractor's schedule and site safety plan. Provide comments as necessary to ensure compliance with contract documents.
- The Consultant will review Contractor's progress reports, requests for information/clarification, etc. and addressing any issues that may arise from these communications.
- The Consultant will respond to all Requests for Information submitted by the Contractor. Such responses may take the form of a Site Instruction or Contemplated Change Notice.
- The Consultant will review contractor's progress payment requests and submit recommendation to Project Leader complete with a certificate of payment letter.
- The Consultant will review all contemplated change notices and submit their recommendation to 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.
- The Consultant will conduct regular site inspections to ensure compliance with contract documents and submit a report detailing the findings of each site inspection to Project Leader.
- The Consultant will maintain on-site monitoring for the duration of the construction to ensure compliance with the contract documents and oversee all aspects of the project.
- The Consultant will review all preliminary and final operations and maintenance manuals.
- The Consultant will review all close-out submittals such as technical data, schematics, instruction manual, maintenance manual, etc.
- The Consultant will conduct an interim inspection and final inspection. Submit a copy of the deficiency reports to Project Leader.
- The Consultant will transfer contractor's post-construction records to AutoCAD 2014 format. Submit post-construction drawings to Project Leader.
- The Consultant will ensure that all sub-consultants, contractors, and sub-contractors comply with all safety standards and regulations in accordance with Provincial and Federal Government regulations.
- The Consultant will participate in all commissioning exercises to ensure compliance with commissioning plan and contract documents

### **3.5 Deliverables**

The bilingual drawings and specifications will be provided in paper format bound together in a suitable way for review. Loose papers will not be accepted. The format of the draft drawings and specifications will be agreed upon by the CFIA and the Consultant prior to the submission of the first draft.

The Consultant will supply as many hard copies of the documents required for the performance of the work as required, including but not limited to: drawings, specifications, addenda, diagrams, project schedule, commissioning plan, indicative and substantive estimate, contemplated change notices, site instructions, site visit reports, inspection reports and deficiency reports.



- Four (4) copies of the preliminary version of the plans and specifications issued for comments once 66% complete.
- Four (4) copies of the preliminary version of the plans and specifications issued for comments once 99% complete.
- Four (4) copies of the contract version of the plans and specifications issued for construction. Bilingual tender drawings and specifications are required for the tender period.
- Four (4) copies of the final version of the “as-built” plans and specifications.
- A CD-ROM or memory stick including the electronic version of all the plans, specifications and digital images and all information reproduced in the final version of these documents.

## 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 design development work must be completed and the final version of the drawings and specifications must be submitted by June 30, 2023 at the latest. Construction must be completed by March 31, 2024 at the latest.

## 5.0 Issues

### 5.1 Adjacent programs

Sustainability of adjacent programs is mandatory and therefore design decisions must be sensitive to that requirement. Rooms where the units are located will be occupied during the work period by CFIA staff. The site will not be shutting down programs during design development, so impact to the programs must be minimized. Additional factors recognized as affecting adjacent programs are the following: redundancy to ensure continued operation, and prolonged commissioning issues.

The ongoing Covid-19 pandemic situation may result in limited access to the site.

### 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 drawings and specifications. However, existing documentation, such as “as-built” drawings, represent a true layout of the building systems and equipment for the first few years of the operation. From that period to present day, there have been changes to the facility that are not necessarily represented in the “as-built” documentation.

The Consultant understands and acknowledges that they 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 operations 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 – 3.30pm Monday to Friday. Any after hours work will need to be arranged with the project leader at least 72 hours in advance

Obey all Covid-19 signage and Health and Safety protocols throughout the building.

## **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 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 Consultants' attention is particularly directed towards the following:



## Codes, acts and regulations

- Canada Labour Code
- National Building Code of Canada
- Canadian Electrical Code
- National Plumbing Code of Canada
- Federal and provincial boiler and pressure vessel regulations
- Heating, Ventilation and Air Conditioning code
- Model National Energy Code for Buildings
- National Fire Code of Canada
- Provincial and municipal codes and by-laws
- Federal Halocarbon Regulations, 2022 - <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2022-110/index.html>

## 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
- Guidance for implementing GGS HVAC-R (.pdf available by request)

## 9.0 Roles and responsibilities of key project team members

### 9.1 Consultant

- The Consultant shall be responsible for verifying the needs of the Agency and incorporating those needs into the required project deliverables.
- The Consultant shall visit the site as many times as required to inspect and monitor the contractor's work through all stages of demolition, construction and commissioning to ensure that the installation of the system is complete, tested and ready for efficient and satisfactory operation.
- The Consultant shall provide color photographs, in both printed and digital format, as required to document particular deficiencies or report on the progress of the work.
- 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 project requirements and examine them in collaboration with electrical, mechanical, structural and environmental engineers as well as other relevant technical specialists with a view to delivering their opinion on the project.

## 9.2 Project Leader

The Project Leader or as delegated, is the "Departmental Representative" directly involved in this project and is responsible for ensuring the execution of the project in compliance with the specified scope, quality and scheduling parameters.

The Project Leader is the primary contact for questions relating to the execution 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 / BASIS OF PAYMENT**

**1.0 TERMS OF PAYMENT**

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 6, Payment, CFIA Resulting Contract Clauses.

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

**2.0 BASIS OF PAYMENT**

For this RFP, the Bidder must submit lump sum price amount to perform the work described herein, plus applicable taxes.

Amount	Taxes	Total all-inclusive price

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

**3.0 METHOD OF PAYMENT**

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





**ANNEX "C"  
 DECLARATION/CERTIFICATION FORM**

**Project Title:** Architectural & Engineering Services (A&E) - Replacement of Walk-in Coolers and Freezers

**Name of Proponent:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Proponent's Proposed Site or premises Requiring Safeguard Measures (refer to SI1 Security Requirement):**

Address:

\_\_\_\_\_  
 Street Number / Street Name, Unit / Suite / Apartment Number

\_\_\_\_\_  
 City, Province, Territory

\_\_\_\_\_  
 Postal Code

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Procurement Business Number:** \_\_\_\_\_

<p><b>Type of Organization:</b></p> <p>_____ Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Corporation</p> <p>_____ Joint Venture</p>	<p><b>Size of Organization:</b></p> <p>Number of Employees _____</p> <p>Graduate Architects / Professional Engineers _____</p> <p>Other Professionals _____</p> <p>Technical Support _____</p> <p>Other _____</p>
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**Federal Contractors Program for Employment Equity - Certification**

I, the Proponent, 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 proposal non-responsive, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. Canada will have the right to ask for additional information



to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal 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: .....(YY/MM/DD) ...(If left blank, the date will be deemed to be the bid closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Proponent has a combined work force in Canada of 100 or more employees; and
  - A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Proponent 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 Proponent is not a Joint Venture.

**OR**

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

**Former Public Servant – Certification**

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, proponents 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 proposals is completed, Canada will inform the Proponent 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 proposal nonresponsive.



## Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Proponent 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, proponents agree that the successful Proponent'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.

## Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;





### Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### Owner Certification - Set-Aside For Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

I am an owner of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date