

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

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

Canadian Food Inspection Agency (CFIA) Shipping and Receiving

59 Camelot Drive

Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service

Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: A0123C (2023-00454)

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

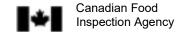
Canada

Title - Sujet CFIA Laboratory Casework		
Solicitation No N° de l'invitation	Date	
2023-01212	May 4, 202	23
File No N° de dossier 2023-01212		
Solicitation Closes - L'invitation p	rend fin	Time Zone
at - à 02:00 PM		Fuseau horaire
		Eastern Standard Time
on - le June 6, 2023		EDT
F.O.B F.A.B. Plant-Usine: Destination: X Other-Autre:		
Address Enquiries to: - Adresser toutes question Ashley Bennett	s à:	
Telephone No N° de téléphone	1	FAX No N° de FAX
(343) 553-9512		-
Destination of Goods, Services, and Construc	ction:	
Destination des biens, services et construction	on:	
PACIFIC FORESTRY CENTRE		
506 Burnside Road West		
Victoria, British Columbia, V8Z 1M5		

Instructions: See Herein

Instructions: Voir aux présentes

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



#### **INVITATION TO TENDER**

**CFIA Laboratory Casework** 

Pacific Forestry Centre 506 Burnside Road West, Victoria, British Columbia, V8Z 1M5

#### IMPORTANT NOTICE TO BIDDERS

SI10 Rights of Canada has been added

GI08 of R2710T has changed, see SI05 Bid Security Requirements.

GI09 of R2710T has changed, see SI06 Submission of Bid

## 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

# 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", SI14, "Conditional Set-Aside" and SI15, "Set-Aside for Indigenous Business".

#### **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 SI12 of the Special Instructions. **Failure to do so will result in the disqualification of its bid**.

#### **TABLE OF CONTENTS**

SPECIA	L INSTRUCTIONS TO BIDDERS (SI)	4
SI01	BID DOCUMENTS	4
SI02	ENQUIRIES DURING THE SOLICITATION PERIOD	4
SI03	MANDATORY SITE VISIT	4
SI04	REVISION OF BID	5
SI05	SUBMISSION OF BID	5
SI06	BID RESULTS	5
SI07	INSUFFICIENT FUNDING	5
SI08	BID VALIDITY PERIOD	5
SI09	RIGHTS OF CANADA	6
SI10	CONSTRUCTION DOCUMENTS	6
SI11	INDUSTRIAL SECURITY RELATED REQUIREMENTS	6
SI12	LISTING OF SUBCONTRACTORS AND SUPPLIERS	6
SI13	WEB SITES	6
SI14	CONDITIONAL SET ASIDE	7
SI15	SET-ASIDE FOR INDIGENOUS BUSINESS	7
	GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (	
-		
	ACT DOCUMENTS (CD)	
	EMENTARY CONDITIONS (SC)	
	INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING	
	LIMITATION OF LIABILITY	
	INSURANCE TERMS	
	D ACCEPTANCE FORM (BA) IDENTIFICATION	
	LEGAL NAME AND ADDRESS OF BIDDER	
	THE OFFER	
_	BID VALIDITY PERIOD	_
	ACCEPTANCE AND CONTRACT	
	CONSTRUCTION TIME	
	BID SECURITYSIGNATURE	
	DIX 1 – INTEGRITY PROVISIONS	
	DIX 1 – INTEGRITY PROVISIONSDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS	
	DIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES	
	B - CERTIFICATE OF INSURANCE	
	C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT	
	D - CERTIFICATIONS AND ADDITIONAL INFORMATION	
WININEY.	D - CENTILIDATIONS AND ADDITIONAL INI ONNATION	

#### 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;
  - 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 <u>Ashley.Bennett@inspection.gc.ca</u>. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than **2 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, PWGSC 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 **May 18, 2023 at 10:00 a.m**. Interested bidders are to meet at 506 Burnside Road West, Victoria, British Columbia, V8Z 1M5; meet at the front entrance.

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 (<u>Ashley.Bennett@inspection.gc.ca</u>) prior to the site visit date. Please limit the number of people to 1 or 2 persons per firm.

2020-1 Page **4** of **26** 

- 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 <u>Bidders who have not signed the attendance sheet will be rejected.</u>
- 3. <u>Safety Attire:</u> 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.

#### SI04 REVISION OF BID

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

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

Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: 2023-01212

#### SI05 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 (CFIA) Shipping and Receiving 59 Camelot Drive Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service Centre (NPCSC), Ashley Bennett

Reference of Solicitation Number: 2023-01212

#### SI06 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.

#### SI07 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

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

#### SI08 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
  - cancel the invitation to tender. b.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### **SI09 RIGHTS OF CANADA**

- Canada reserves the right to:
  - Reject any or all bids received in response to the bid solicitation;
  - Enter into negotiations with bidders on any or all aspects of their bids;
  - Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - Reissue the bid solicitation;
  - 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
  - Negotiate with the sole compliant Bidder to ensure best value to Canada.

#### **SI10 CONSTRUCTION DOCUMENTS**

Attachment 1 - Steel Laboratory Casework Specifications

Attachment 2 - CFIA Proposed Lab Layouts

#### **SI11** INDUSTRIAL SECURITY RELATED REQUIREMENTS

There is no security related requirements.

#### **SI12** LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

#### GI07 (2015-02-25) 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.

#### **SI13 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:

Page 6 of 26

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://www.achatsetventes-buyandsell.gc.ca

Canadian economic sanctions

http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf</a>

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-acg/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-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Industrial Security Services

http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html

PWGSC. Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting <a href="http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html</a>

**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

#### SI14 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:

#### SI15 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 <a href="Annex 9.4">Annex 9.4</a>, 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:



() The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture ii. between an Indigenous business and a non-Indigenous business.
- The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The 4. 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.



# 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/22

- 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

2020-1

- 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

Page **9** of **26** 

e.

SC2

#### **CONTRACT DOCUMENTS (CD)**

- 1. The following are the Contract Documents:
  - Contract Page when signed by Canada;

Suspension of the work

- 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	(2017-11-28);
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);
Allowab	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Suppler	mentary Conditions		
SC1	Compliance with on-site measures, standing		
	orders, policies, and rules	4013	(2021-11-29);

Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing:

4014

(2021-11-29);

- 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:

  <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 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 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
- b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.
- 2. The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### SC03 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 CFIA Laboratory Casework** 

Pacific Forestry Centre 506 Burnside Road West, Victoria, British Columbia, V8Z 1M5

#### BA02 LEGAL NAME AND ADDRESS OF BIDDER

BAUZ LEGAL N	IANE AND	ADDRESS OF	DIDDLI	N.				
Legal Name:								
Operating Name	e (if any):							
Address:								
Telephone:			Fax:			PBN:		
E-mail address:			1			1		
Industrial Securi (ISP ORG#) (wh		•	Number					
BA03 THE OFF The Bidder offers Documents for the  (amount i	to Canada	Amount of	l complet	te the Work	for the above		ject in accordan	
BA04 BID VAL The bid must not		_	of <b>120 d</b> a	<b>ays</b> followin	g the date of s	olicitation o	closing.	
BA05 ACCEPT Upon acceptance The documents for	of the Bidd	ler's offer by Ca						
BA06 CONSTR The Contractor m			the Work	k by August	31, 2023.			

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.

**BA07 BID SECURITY** 



BA08	SIGN	ΛТΙ	IDE
DAUG	SICIL	AIL.	ᅜᆮ

Name and title of person authorized to si	ign on behalf of Bidder (Type or բ	orint)
Signature		Date

#### **APPENDIX 1 - INTEGRITY PROVISIONS**

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html dated 2016-04-04)

**List of names:** All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list
  of the names of all current directors or, for a privately owned corporation, the names of the owners of the
  corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

#### **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: <a href="www.cra-arc.gc.ca">www.cra-arc.gc.ca</a>. 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:

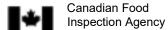
In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed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

<sup>\*</sup> 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.

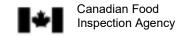


#### **VOLUNTARY CERTIFICATION**

(To be filled out and returned with bid on a voluntary basis) (page 2 of 2)

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 Note:

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 - STATEMENT OF REQUIREMENT**



Agence canadienne d'inspection des aliments

# Statement of Requirement CFIA Laboratory Casework Pacific Forestry Centre, BC

Pacific Forestry Centre 506 Burnside Road West Victoria, British Columbia, V8Z 1M5

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

#### 1.0 Introduction

#### 1.1 Background

The Pacific Forestry Centre is owned and operated by National Resources Canada (NRCan) located in Victoria, BC. The Canadian Food Inspection Agency (CFIA) has leased space from NRCan to use available laboratory space for research purposes. The existing laboratory spaces are currently undergoing renovations to ensure they will support the needs of CFIA and upon completion of these renovations, new casework will be required to complete the spaces.

Three (3) laboratories are being fit-up and will require new casework, including Rooms 148, 278, 268/269. Currently, the renovation work for Room 278 has been completed and the space is available for new casework. The renovations on the other rooms are ongoing and estimated to be completed prior to June 2023. Note: Some existing casework will remain in the identified rooms and has been referenced in the attached proposed layout sketches.

#### 1.2 Project Identification

CFIA - Pacific Forestry Centre Laboratory Casework

Pacific Forestry Centre 506 Burnside Road West, Victoria, British Columbia, V8Z 1M5

#### 1.3 Project's Main Objective

The objective of this project is to supply and install new laboratory casework in the identified Rooms 148, 278, 268 & 269 according to plans provided by CFIA to meet the needs of current users while allowing for future flexibility.

## 2.0 Scope of Work

The Supplier shall review proposed new layout sketches and existing site drawings as necessary, review the existing conditions of the laboratory spaces with a detailed site review, and provide a complete package of shop drawings, colour/finish selections, and a cost estimate for review by CFIA.

## 3.0 Product Requirements

See attached Laboratory Casework Specifications document for all details pertaining to the Steel Laboratory Casework requirements.

#### 4.0 Schedule

Based on an estimated timeline of 8-10 weeks to order product, the proposed schedule for the scope is to have installation completed in August 2023. The Supplier is to confirm whether this timeline is feasible, and if not, provide an estimated schedule for completion.

As described in Section 1.1 Background, the delivery and installation of casework is to occur following ongoing renovation work currently taking place in the identified laboratories; therefore, the schedule is subject to change due to sudden changes in the renovation timelines.

#### 5.0 Access to the Site

Suppliers are expected to deliver and install casework within normal working hours between 8:00 am and 4:00 pm, Monday to Friday. Suppliers must be escorted through the site at all times. Access to the site outside normal working hours will be arranged through the Project Coordinator with at least 48 hours' notice.

# Attachment 1 Steel Laboratory Casework Specifications

#### **SUMMARY OF REQUIREMENT**

Metal laboratory casework including, but not limited to, fixed height table frames, adjustable height table frames with work surfaces, mobile base cabinets, and wall mounted open shelving.

#### SYSTEM DESCRIPTION

Modular dimensioned system, self-supporting, independent of building structure, or anchored to wall framing for support where appropriate, in accordance with SEFA 10 including Class 6 – Table Based and Class 7 – Free-Standing Workstation.

#### **ACTION SUBMITTALS**

1. Shop Drawings: Showing in plan, elevation and typical sections the proposed layout of new casework for review and approval by Departmental Representative. Include details of laboratory casework construction and related and dimensional position. Include layout of units with relation to surrounding walls, doors, windows, existing casework, in-wall electrical outlets and other building components. Measurements to be taken on site by the Supplier as AutoCAD files are not available. PDF drawings of existing building available upon request.

#### 2. Samples:

- For Initial Selection: Submit duplicate samples of manufacturer's colour chips showing full range of colours available for powder-coat finishes, and painted metal.
- ii. For Verification: Submit duplicate samples of worksurface material, 150 by 150 mm including external corner, and applicable hardware such as cabinet handles.

#### 3. Informational Submittals:

- i. Product Data: Submit manufacturer's data and installation instructions for each type of laboratory casework unit, fixtures, accessories, and hardware.
- Certification/Test Reports: Include independent certified laboratory test reports verifying compliance with specified chemical and physical resistance requirements.
- iii. Cleaning and Maintenance: Provide recommended procedures for cleaning and maintenance.

#### **QUALITY ASSURANCE**

1. Manufacturer Qualifications: SEFA executive member in good standing.

2. Installer Qualifications: trained and certified by the manufacturer.

#### **DESIGN AND PERFORMANCE REQUIREMENTS**

- 1. Load rating: in accordance with SEFA 8M or 10.
- 2. Table Frames: minimum 450 kg load capacity including work surface.
- 3. Rear Uprights: to support up to three shelves loaded to combined minimum 136 kg load capacity.
- 4. Casework construction and performance characteristics: in accordance with SEFA 8M or SEFA 10.
- 5. Mobile base cabinets: suspended from work surface, modular with the ability to be shifted left to right below the surface by user as needed.
- 6. SEFA Class 6 Table-Based (C6): Modular, interchangeable work surface support structures, free-standing, adjustable height where indicated.
- SEFA Class 7 Free-Standing Workstation (C7): Full-height assemblies constructed of welded tubular frame assembly with slotted uprights to support height adjustable work surfaces, cross rails to support overhead shelving components, and power and data raceway as required.
- 8. Provide mirrored workstations at shared upright back-to-back installations, so that electrical services are grouped together.
- 9. Design to accommodate side-to-side, and back-to-back ganging.
- 10. Shelving: adjustable on 13 mm increments.
- 11. Chemical and Physical Resistance of Metal Finishes: Submit independent testing laboratory report certifying that exterior finish of laboratory casework, and support structures are capable of withstanding test procedures in accordance with SEFA 8M.
- 12. Chemical Resistance of Phenolic Resin Worksurfaces: Submit independent testing laboratory report certifying that worksurfaces are capable of withstanding test procedures in accordance with SEFA 3, for chemical spot test.
- 13. Seismic Requirements:
  - i. Engineer casework with restraints and anchorage to comply with BC Building Code.
  - ii. Provide shelving with edges to minimize spillage during seismic activity; provide integral return edge at the back and sides of all open shelving units. Provide mechanically anchored/removable front edge.

#### **WORKSURFACES**

Phenolic resin: decorative high-pressure compact laminates consisting of layers of woodbased fibres impregnated with thermosetting resins, decorative surface layers, and scratch- and chemical-resistant transparent topcoat. No added urea-formaldehyde material. Colour to be selected by Departmental Representative.

- i. Density: 1400 kg/m3, to ASTM D792
- ii. Modulus of elasticity: 8,000 N/mm2 to ASTM D638.
- iii. Chemical resistance: meets SEFA 3.
- iv. Tensile strength: ≥70 MPa to ASTM D638.

- v. Flexural strength: ≥100 MPa to ASTM D790.
- vi. FSC Certified with valid chain of custody number.

Dimensions: All worksurfaces to be 30" deep. Widths to be confirmed following site review.

#### OTHER MATERIALS

Joint Sealant: mildew-resistant silicone. Maximum VOC Content: 250 g/L (less water) in accordance with SCAQMD Rule 1168.

#### **COMPONENTS**

- 1. Shop-assemble work for delivery to site in size easily handled and to ensure passage through building openings.
- Support Structure and Cabinet Finish: cold-rolled steel with powder coat finish.
   Allow for one colour for all frames, systems, and cabinets to be selected by Departmental Representative.
- 3. Duty: Standard duty except allow for 15% heavy duty located by Departmental Representative during submittal review.
- 4. Table-Based (C6): Free-standing table, constructed of tubular frame, with telescoping inner leg, and leg levelers. Height adjustable on minimum 25 mm increments. Provide hanging rails for suspended base cabinets, and full length horizontal rear cabinet stop under worksurface frame.
- 5. Free-Standing Workstation (C7): Free-standing, 50 mm tubular legs with levelers, 2134 mm high slotted uprights complete service chase for data and electrical. Provide 3-compartment raceway for normal power, standby power, and communication wiring. Separate high voltage from low voltage cabling. Table height adjustable on minimum 25 mm increments from 737 to 915 mm. Hanging rails for suspended base cabinets.
- 6. Provide side-to-side, and back-to-back mounting kits for securing frame assemblies together.

#### **CABINET HARDWARE**

- 1. Provide manufacturer's standard finish on pulls and hardware.
- 2. Pulls: manufacturer's standard type, orientation as directed by Departmental Representative.
- 3. Door Catches: manufacturer's standard type.
- 4. Standard drawers: self-closing, self-centring, hold-open feature, 45 kg capacity.
- 5. Drawer Stops: Designed to permit easy removal, and yet prevent inadvertent drawer removal. Provide on all drawers, located on inside.
- 6. Shelf supports: manufacturer's standard.
- 7. Exposed fasteners: stainless steel flat head Phillips head screws with stainless steel counter sunk finishing washers.

#### **FINISHING**

- Pretreatment: After assembly, clean surfaces of grease, dirt, oil, flux, and other foreign matter by physical and chemical means. Treat entire unit with metallic phosphate process leaving surfaces with uniform, fine-grained, crystalline phosphate coating.
- Top Coats: One coat high-bake primer followed by one or more coats of high-bake chemical-resistant enamel, to provide a hard and smooth, satin luster finish, applied to treated surfaces. All surfaces, including hidden, shall be coated. Colours will be selected by Departmental Representative from manufacturer's complete line of standard finishes.

#### **DELIVERY, STORAGE AND HANDLING**

- 1. Delivery and Acceptance Requirements: Deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- 2. Protect finished surfaces from soiling and damage during handling and installation. Keep covered with protective covering.
- 3. Collect and separate waste materials for reuse and recycling where possible. Waste materials are to be disposed of off-site.

#### **INSTALLATION GENERAL**

- 1. Install systems and worksurfaces in accordance with reviewed shop drawings and applicable SEFA regulations.
- 2. All tools, equipment, fastening devices, stripping, blocking furring and colour fill to be provided by installers.

#### **CASEWORK INSTALLATION**

- 1. Install plumb, level, true and aligned with no distortions.
- 2. Fixed Units:
  - i. Shim, using concealed shims.
  - ii. Where laboratory casework abuts other finished work, scribe and apply filler strips for accurate fit with fasteners concealed. Fit scribe strips to irregularities of adjacent surfaces. Maximum gap opening: 1 mm.
  - iii. Secure fixed base and tall cabinets to solid supporting material, not to plaster, lath, or gypsum board.
- 3. Secure worksurfaces to casework and equipment components with material and procedures recommended by manufacturer.
- 4. Install hardware uniformly and precisely after final finishing is complete. Set hinges snug and flat in mortises unless otherwise indicated. Turn screws to flat seat. Adjust and align hardware so that moving parts operate freely and contact points meet accurately. Allow for final field adjustment after installation.

#### **INSTALLATION OF WORKSURFACES**

- 1. Scribe worksurfaces to abutting surfaces where required due to field conditions.
- 2. Workmanship: Abut top and edge surfaces in one true plane. Provide flush hairline joints.
- 3. Tolerances: Provide joint widths not more than 1.5 mm wide at any location, filled and flush with abutting edges. Horizontal alignment of top surface of joints for their entire length shall be within 1 mm. Align front edges of abutting pieces.
- 4. Surface Finish: After installation, dress joints smooth, remove surface scratches, clean and polish entire surface.
- 5. Apply small continuous bead of silicone sealant at junction of worksurface or backsplash and adjacent permanent partition.

#### **ADJUSTING**

1. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

#### **CLEANING AND PROTECTION**

- 1. Repair or remove and replace defective work as directed by the Departmental Representative upon completion of installation.
- 2. Clean shop-finished surfaces, touch-up and remove or refinish damaged or soiled areas, as acceptable to Departmental Representative. Clean and polish work surfaces.

#### WARRANTY

Manufacturer's Warranty: manufacturer's standard warranty that work performed under this section will remain free from defects as to materials and workmanship during warranty period. Defects in materials and workmanship that develop within warranty period will be replaced without cost or expense to the Owner.

Defects include, but are not limited to:

- 1. Ruptured, cracked, or stained coating
- 2. Discoloration or lack of finish integrity
- 3. Cracking or peeling of finish
- 4. Slippage, shift, or failure of attachment to wall or floor
- 5. Weld or structural failure
- 6. Warping or unloaded deflection of components
- 7. Failure of hardware
- 8. Failure for task lights and associated controls
- 9. Failure of power/data outlet
- 10. Failure of electrical/communications wiring whip

Warranty Period: two years from date of Substantial Performance of Work.

## **Attachment 2**

# CFIA Proposed Lab Layouts

Location:
Pacific Forestry Centre
506 Burnside Road West,
Victoria, British Columbia, V8Z 1M5

### **LAB 278**

#### Casework Scope

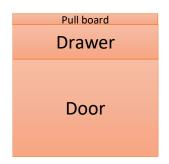
- 1. Orange Add new freestanding surfaces.
- 2. Add average of one (1) suspended base cabinet below each surface where possible. Mix of drawer+door style, with and without pull board, left and right swing.
- 3. Include open shelving above where noted. Open shelves to include integral seismic lip.
- 4. Add 2 new height adjustable lab chairs.

#### Power requirements:

1. Four duplex receptacles at each table. One of the four to account for higher power draw for equipment such as microwaves.

#### Base cabinets to be a mix of:

Drawer Door

















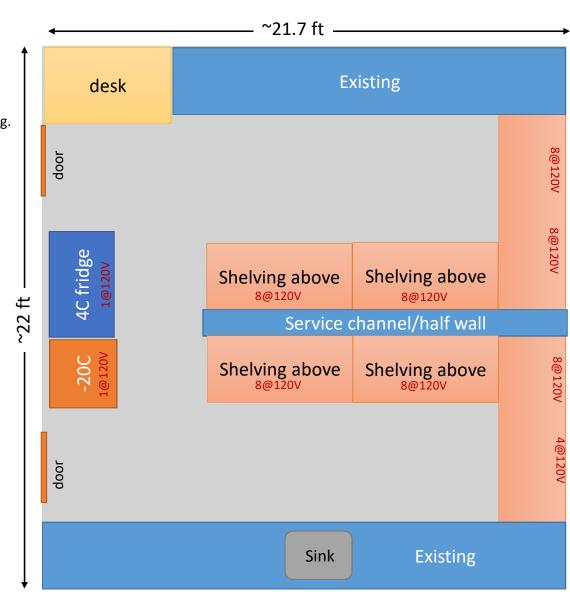
## LAB 268/269

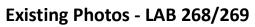
#### Casework Scope

- 1. Orange Add new freestanding surfaces.
- 2. Add one (1) suspended base cabinet below each surface. Mix of drawer+door style, with and without pull board, left and right swing.
- 3. Include open shelving above where noted. Open shelves to include integral seismic lip.
- 4. Add 2 new height adjustable lab chairs.

#### Power requirements:

1. Four duplex receptacles at each table. One of the four to account for higher power draw for equipment such as microwaves.









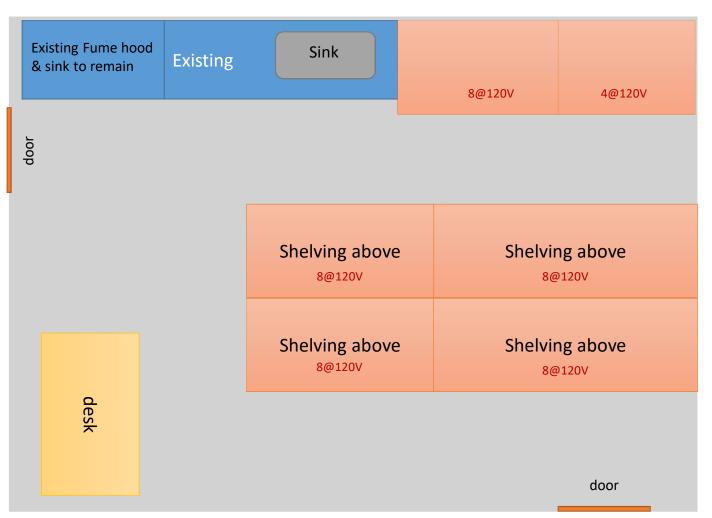












#### **LAB 148**

#### Casework Scope

- 1. Orange Add new freestanding surfaces.
- 2. Add one (1) suspended base cabinet below each surface. Mix of drawer+door style, with and without pull board, left and right swing.
- 3. Include open shelving above where noted. Open shelves to include integral seismic lip.
- 4. Add 2 new height adjustable lab chairs.

#### Power requirements:

1. Four duplex receptacles at each table. One of the four outlets to account for higher power draw for equipment such as microwaves.

**Existing Photos - LAB 148** 











#### **ANNEX B - CERTIFICATE OF INSURANCE**

(Not required at solicitation closing)

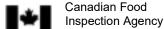
#### **CERTIFICATE OF INSURANCE**

Travaux publics et
Services gouvernementaux
Canada

Public Works and Government Services Canada

Page 1 of 2

Description and Location of Work CFIA Laboratory Casework Pacific Forestry Centre 506 Burnside Road West, Victoria						Contract No. 2023-01212 Project No. 2023-01212
Name of Insurer, Broker or Agent	·				ode	
Name of Insured (Contractor)	Address (No	o., Street)	City	Province	Province Postal Code	
Additional Insured						
Her Majesty the Queen in Right	of Canada as represented by	y the Minister o	of Public Works a	ınd Government	: Services	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab	ility
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
Landification the colorest matter		41		\$	\$	\$
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 sig	n on behalf of Insurer(s) (Offic	er, Agent, Broke	er)			Telephone number
Signature						Date D/M/Y



#### **CERTIFICATE OF INSURANCE Page 2 of 2**

#### 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.

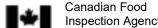
The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- Blasting.
- (b) Pile driving and caisson work.
- Underpinning. (c)
- 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

The policy must have the following minimum limits:

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

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



#### ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (SAMPLE)

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade

#### ANNEX D - CERTIFICATIONS AND ADDITIONAL INFORMATION

The Contractor must provide the required certification(s) and additional information to be awarded a contract.

The certification(s) provided by the Contractor to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a contractor in default if any certification made by the Contractor is found to be untrue whether made knowingly or unknowingly, during the contract period.

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

The Contractor must submit the following duly completed certifications as part of the contract.

#### 1. Integrity Provisions

#### 1.1 Declaration of Convicted Offences

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

#### 1.2 Complete List of Names of Board of Directors

In accordance with the <u>Ineligibility and Suspension Policy</u> (see Section 17 at <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) and General Conditions (SACC 2010A, Section 29), the Contractor must provide a list of the names of its Board of Directors (see Form 1), which will be used to verify conformance to the Integrity Provisions.

#### 2. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 3. **Indigenous Business Certification**

- 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.
- 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.
- 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 Author Indigenous:	ity, the Bidder must provide the following certification for each owner who is
I am an owner of the Supply Manual entitled "Requireme	(insert name of business), and an Indigenous person, as defined in Annex 9.4 of ents for the Set-aside Program for Indigenous Business".
I certify that the above statement is tru	ue and consent to its verification upon request by Indigenous Services Canada.
Printed name of owner	
Signature of owner	
Date	