





## INVITATION TO TENDER

### IMPORTANT NOTICES TO BIDDERS

**Note to Bidders, there will be no public Opening for the purposes of this solicitation. See SI07 for further instructions.**

### REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with the Correctional Service of Canada (CSC).

### THIS DOCUMENT DOES NOT CONTAIN AN INDUSTRIAL SECURITY REQUIREMENT

### LISTING OF SUBCONTRACTORS AND SUPPLIERS

Bidders should provide Appendix 2 at Bid closing a list of Subcontractors and suppliers that have 20% or more of the tendered price value.

### TRANSLATIONS OF SEALED DOCUMENTS (DRAWINGS, SPECIFICATIONS AND REPORTS)

1. "Sealed documents" means any documents (e.g., drawings, specifications, reports) that have been sealed by a provincially or territorially licensed professional in the practice of architecture, engineering or geoscience.
2. Where sealed documents form part of any resulting contract with respect to the performance of any work, they must be in their originally authored language.
3. Where a translation of a sealed document is found within the bid solicitation, including within the resulting contract clauses, the translated version:
  - a. is for bid solicitation and reference purposes only;
  - b. will not form part of any contract; and
  - c. must not be used, referred to, or relied upon in the performance of any work.



## **TABLE OF CONTENTS**

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

- SI01 Bid Documents
- SI02 Enquiries During the Solicitation Period.
- SI03 Mandatory Site Visit
- SI04 Revision of Bid
- SI05 Bid Security Requirements
- SI06 Submission of Bid
- SI07 Bid Results
- SI08 Insufficient Funding
- SI09 Bid Validity Period
- SI10 Rights of Canada
- SI11 Listing of Subcontractors and Suppliers
- SI12 Bid Challenge and Recourse Mechanisms
- SI13 Construction Documents
- SI14 Notification of the Commission de la construction du Quebec
- SI15 Web Sites

### **R2710T GENERAL INSTRUCTIONS (GI) -CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS - (2022-12-01)**

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

#### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Institutional Access Requirements
- SC02 Insurance Terms
- SC03 Supplemental General Conditions 4013 – Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- SC04 SACC Manual Clause A3015C – Certifications – Contract
- SC05 Types and amounts of contract security
- SC06 Compliance with applicable laws
- SC07 Workers Compensation
- SC08 Tuberculosis Testing
- SC09 Information Guide for Contractors
- SC10 Closure of Government Offices
- SC11 Contractor's Performance Evaluation Report

#### **BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Legal Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period.
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature

#### **APPENDIX 1 – INTEGRITY PROVISIONS**

#### **APPENDIX 2 – LISTING OF SUBCONTRACTORS AND SUPPLIERS**

#### **APPENDIX 3 – VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

#### **APPENDIX 4 – DEPARTMENTAL REPRESENTATIVES**

#### **ANNEX A – CERTIFICATE OF INSURANCE.**

#### **ANNEX B – VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

#### **ANNEX C – SCOPE OF WORK**

#### **ANNEX D – SPECIFICATIONS**

#### **ANNEX E – DRAWINGS**

#### **ANNEX F - REQUEST TO ACCESS A FEDERAL INSTITUTION**



## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01BID DOCUMENTS

1. The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions – Construction Services – Bid Security Requirements, R2710T (2022-12-01)
  - 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>

### SI02ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority at the email address on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not 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 on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI03MANDATORY SITE VISIT

#### A9040T (2022-06-20) – Mandatory site visit

**It is mandatory that the Bidder or a representative of the Bidder visit the work site.** Arrangements have been made for the site visit to be held at 400 Marsolais Street, Joliette, Quebec, J6E 8V4 on **November 1, 2023**. The site visit will begin at 10:00 a.m. (EDT), in room number 1641.

Bidders must communicate with the Contracting Authority no later than **Tuesday October 24, 2023 at 11:00 a.m.** EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also provide, for each person attending the site visit, the Request to access a federal institution form duly completed and signed.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit, do not send a representative, or do not sign the attendance sheet will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Safety attire: in order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (including, but not limited to safety glasses, footwear, vests and hard hats). Bidder's personnel and individuals who do not have the proper safety attire may be denied access to the site.



#### SI04REVISION OF BID

Section GI10 Revision of bid of General Instructions – Construction Services – Bid Security Requirements R2710T is amended as follows:

Delete: Section GI10 Revision of bid in its entirety.

Insert: GI10 Revision of bid:

1. Bidders may revise a bid submitted in accordance with these instructions by email provided the revision is received at the CSC bid submission email address, on or before the date and time set for the closing of the solicitation. The email must be sent from the Bidder's email address, bear a signature that identifies the Bidder, and include the following in the subject field.
  - a. Solicitation Number;
  - b. Name of Bidder; and
  - c. Invitation to Tender Closing Date and Time.
2. Bidders submitting a revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. Bidders submitting an email to confirm an earlier revision must clearly identify this email as a confirmation.
4. Failure to comply with any of the above provisions will result in the rejection of the non-compliant revision(s) only. CSC will evaluate the bid based on the original bid submitted and all other compliant revision(s).

#### SI05BID SECURITY REQUIREMENTS

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

Delete GI08.2 and replace with the following:

2. A bid bond (form [PWGSC-TPSGC 504](#)) must be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#).
  - 2.1 A bid bond must be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
    - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
    - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
    - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
    - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
    - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
  - 2.2 Bonds failing the verification process will NOT be considered valid.
  - 2.3 Bonds passing the verification process will be treated as original and authentic.



## SI06 SUBMISSION OF BID

Section GI09 Submission of bid of General Instructions – Construction Services – Bid Security Requirements R2710T is amended as follows:

Delete: Section GI09 Submission of bid in its entirety.

Insert: GI09 Submission of bid:

1. Bidders must submit the Bid and Acceptance Form, duly completed, and the bid security only to Correctional Service of Canada (CSC) by the date, time and at the CSC bid submission email address indicated on Front Page of the Invitation to Tender. This email address is the only acceptable email address for Bidders to submit their Bid and Acceptance Form in response to this Invitation to Tender.
1. Bidders must submit their bid on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
  - a. the bid must be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. CSC will not consider requests for exchange rate fluctuation risk mitigation. All bids including such provision will render the bid non-responsive.
3. Prior to submitting the bid, the Bidder should ensure that the following information is included in the subject field of their email:
  - a. Solicitation Number;
  - b. Name of Bidder; and
  - c. Invitation to Tender Closing Date and Time.
4. Timely and correct delivery of bids is the sole responsibility of the Bidder.
5. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
7. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
8. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the Invitation to Tender document cover page.
9. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid.
10. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.



## **SI07BID RESULTS**

- 1.1 The responsive bid carrying the lowest price will be recommended for contract award.
  
2. CSC will send an official letter by email to unsuccessful bidders to inform them of the name of the winning bidder as well as the total contract value.

## **SI08INSUFFICIENT FUNDING**

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

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

## **SI09BID VALIDITY PERIOD**

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

## **SI10RIGHTS OF CANADA**

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

## **SI11LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

### **Listing of Subcontractors and Suppliers**

Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, Bidders should submit the list of subcontractors and suppliers with their bid, but may submit it afterwards. If the list of subcontractors and suppliers is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the list of subcontractors and suppliers will render the bid non-responsive.



## SI12BID CHALLENGE AND RECOURSE MECHANISMS

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## SI13CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one (1) copy, will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

CSC may furnish additional drawings for clarification. These additional drawings will have the same meaning and intent as if they were included in the original plans referred to in the Contract Documents.

The Contractor must check the existing building dimensions before starting work and ordering any materials. The Contractor must report discrepancies affecting the work shown on the drawings to the CSC Project Manager for clarification and final decision. It is the responsibility of the Contractor to visit the site personally to verify or obtain dimensions. Any dimensions given are approximate and CSC assumes no responsibility for the accuracy of these dimensions.

## SI14 NOTIFICATION OF THE COMMISSION DE LA CONSTRUCTION DU QUÉBEC

Without restricting the requirements in the General Conditions herein, the successful Bidder must send the information listed below to the office of the Commission de la Construction du Québec (CCQ) within seven (7) business days of the date at which the contract was awarded.

Commission de la Construction du Québec  
Directeur  
Direction de la coordination stratégique des opérations  
8485, Christophe-Colomb  
Montréal (Québec) H2M 0A7

Tel. : 514-341-7740, Ext.: 6477  
Fax : 514-736-6739  
E-mail : Francine.Labbee@ccq.org

The information sent must include but not be limited to:  
Contract Identification Number;  
Contractor's Name;  
Description of Work;  
Location where the work will be performed;  
Contract Period;  
Price Determination (hourly rates, regular and overtime).

Or a complete copy of the contract

Canada reserves the right to verify that this requirement has been met. Should the Contractor have omitted or refuses to send the said information, the contract may be cancelled.



## SI15WEB 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:

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Contract Security Program

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

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

Correctional service of Canada website: <http://www.csc-scc.gc.ca/index-eng.shtml>

## **R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (insert date)**

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>

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs



- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement-bid

**CONTRACT DOCUMENTS (CD)**

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

GC1 General Provisions – Construction Services	R2810D (2022-12-01);
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 – Construction Services	R2865D (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 (2022-12-01);
GC10 Insurance	R2900D (2008-05-12);
Allowable Costs for Contract Charges Under GC6.4.1	R2950D (2015-02-25)
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
 

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

**SUPPLEMENTARY CONDITIONS (SC)**

**SC01 INSTITUTIONAL ACCESS REQUIREMENTS**

1. NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
2. Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.



## SC02 INSURANCE TERMS

### 1. Insurance Contracts

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

### 2. Period of Insurance

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

### 3. Proof of Insurance

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

### 4. Insurance Proceeds

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

### 5. Deductible

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

## SC03 SUPPLEMENTAL GENERAL CONDITIONS 4013 (2022-06-20) – COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## SC04 SACC MANUAL CLAUSE A3015C (2014-06-26) – CERTIFICATIONS – CONTRACT

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



## **SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They must be in the form of an electronic/digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond must be submitted in an electronic or digital format and meet the following criteria:
  - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada's systems, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

## **SC06 COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor must comply with all laws, regulations rules instructions and directives applicable to the performance of the Work or any part thereof in force on the site where the Work is to be performed. The Contractor must also comply with all laws, regulations, rules, instructions and directives applicable to the agents and servants of the Crown. The Contractor must also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules must be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.

Details on existing CSC policies can be found at [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

## **SC07 WORKERS COMPENSATION**

It is mandatory that every Contractor contracted for work must have an account with the applicable Provincial or Territorial Workers Compensation Board/Commission, and coverage shall be extended to cover all employees.



### **SC08 TUBERCULOSIS TESTING:**

It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfil the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

### **SC09 INFORMATION GUIDE FOR CONTRACTORS**

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC, will complete the applicable Module(s) and retain the signed checklist(s) from the CSC Information Guide for Contractors” website: [www.bit.do/CSC-EN](http://www.bit.do/CSC-EN) .

### **SC10 CLOSURE OF GOVERNMENT OFFICES**

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **SC11 CONTRACTOR'S PERFORMANCE EVALUATION REPORT**

CSC will evaluate the Contractor's performance during the execution of the work and when it is completed using PWGSC – TPSGC form 2913 “Contractor Performance Evaluation Report Form (CPEPF)”. This evaluation will be based on the quality of the execution of the work, timeliness, management of on-site health and safety and the general management of the Contractor's work in relation to the effort required by the Department's employees in the administration of the contract. A completed performance evaluation report will be sent to the Contractor when the work has been completed for all projects.



## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Ventilation and heating system upgrade

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

### BA03 THE OFFER

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

\$ \_\_\_\_\_ excluding applicable tax(es).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of ninety (90) days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within twelve (12) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder must include bid security with its bid in accordance with GI0 8 - Bid Security Requirements of R2710T - General Instructions Construction Services – Bid Security Requirements.

### BA08 SIGNATURE

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

Signature

Date



## APPENDIX 1 – INTEGRITY PROVISIONS

**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**

- 1) In accordance with SI11 Listing of Subcontractors and Suppliers, the Bidder should submit the list of Subcontractors and Suppliers for any portion of the Work valued at 20% or greater of the submitted In Price.

	Subcontractor or Supplier	Division	Estimated value of work
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



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

(page 1 of 2)

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

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

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

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

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

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

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



**VOLUNTARY CERTIFICATION**

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

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

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

Trades of those apprentices:




**APPENDIX 4 – DEPARTMENTAL REPRESENTATIVES**

**TO BE PROVIDED AT CONTRACT AWARD.**

Contracting Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

Technical Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_



**ANNEX A – CERTIFICATE OF INSURANCE (not required at solicitation closing)**

**CERTIFICATE OF INSURANCE Page 1 of 2**

Description and Location of Work  Ventilation and heating system upgrade 400 Marsolais Street Joliette, Quebec, J6E 8V4	Contract No. 21C30-24-4471660
	Project No.

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

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

Additional Insured  
 His Majesty the King in Right of Canada as represented by the Minister of Public Safety

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

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



## CERTIFICATE OF INSURANCE (not required at solicitation closing)

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 His Majesty the King in Right of Canada as represented by the Minister of Public Safety Canada as an additional Insured.

The Policy must be endorsed to provide the owner with not less than thirty (30) days notice in writing in advance of any cancellation, cancellation or change or amendment restricting coverage.

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

### Commercial General Liability.

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

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

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

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater.

The insurance coverage provided must not be less than that provided by the latest edition of IBC forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished work. If the value of the work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standards-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

### Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but no less than \$1,000,000 per incident or occurrence and in the aggregate.





## ANNEX C - SCOPE OF WORK

### STATEMENT OF WORK

#### GENERAL INFORMATION

Correctional Service Canada (CSC) – CORCAN requires the services of a contractor to upgrade the ventilation and heating system in the sewing room and guardhouse of Joliette Institution women's correctional facility located at 400 Marsolais Street, Joliette, Quebec.

#### SCOPE OF WORK

The Contractor must carry out the dismantling and installation of ventilation equipment, supplying the necessary materials and labour. The work must be carried out in accordance with the following plans and specifications and the information below:

Plan - R\_325\_2629\_001-E000-DS-PLN (E-101, E-102, E-103)  
Plan - R\_325\_2629\_001-M000-VC-AMA-N (M-01/04, M-02/04, M-03/04, M-04/04)  
Specification - Electromechanics  
Plan - architecture dated Feb. 21, 2019

The Contractor must:

- Dismantle and remove old roof ventilation systems.

Make and model of existing humidifier:  
Brand: VAPAC  
Model: DV4  
Serial #: V22172

The distance between the new nozzle and the humidifier is approximately 6 feet.

- Dismantle and dispose of unusable ducts in the work areas;
- Demonstrate and eliminate the two glass openings for the new ventilation ducts (refer to the Demolition/Refurbishment architectural plan);
- Install new ducts, from the roof to the appropriate places, and repair glass openings used for the passage of ducts (refer to the Demolition/Refurbishment architectural plan);
- Install new equipment on the roof and repair any damaged areas.

**Note** that the controls must be integrated into the building's existing controls, i.e., those from Delta Controls distributed and installed by Regulvar.

Upon completion of the work, the Contractor must:

- Commission the system;
- Balance the system (Report required);
- Prepare and submit a seismic report.



### **Shop drawings**

The Contractor must submit shop drawings in four copies, or in electronic format, for approval five working days after contract award.

### **Details**

**Electrical and interior architecture work will be carried out by CORCAN Construction.**

**Working hours:** 8:30 a.m. to 3:30 p.m., Monday to Friday.

The Contractor must pay particular attention to the safety measures issued by the Facility and comply with them at all times.

All employees of the supplier or its subcontractors who require access to CSC facilities must complete the "Institutional Access Form." CSC reserves the right to refuse supplier employees who do not meet CSC's minimum security standards. No monetary compensation will be granted to the supplier for employees who are denied access.

### **LANGUAGE OF DOCUMENTS BEARING A SEAL**

The official language of the original sealed documents (drawings, specifications or reports or any combination thereof) to be used, referred to or relied upon by the contractor in the performance of the work must be French.



## **ANNEX D - SPECIFICATIONS**

Attached are the SPECIFICATIONS for the work required.

The SPECIFICATIONS are to be referenced along with the SCOPE OF WORK – **ANNEX C** and the DRAWINGS – **ANNEX E**.



## **ANNEX E – DRAWINGS**

The DRAWINGS for the work required are provided as a separate attachment.

The DRAWINGS are to be referenced along with the SCOPE OF WORK – **ANNEX C** and the SPECIFICATIONS – **ANNEX D**.



**ANNEX F – REQUEST TO ACCESS A FEDERAL INSTITUTION**

*(see following page)*



**Request to access a federal institution**

**PERSONAL INFORMATION**

Surname: \_\_\_\_\_ Full name: \_\_\_\_\_

Date of birth (YY-MM-DD): \_\_\_\_\_ Sex: M  F

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

Tel. Number: Home: ( \_\_\_\_ ) \_\_\_\_\_ Cellular: ( \_\_\_\_ ) \_\_\_\_\_

**GENERAL INFORMATION**

Have you ever been found guilty of a criminal offence or do you have any pending charges?

No  Yes  If so, which? \_\_\_\_\_

Do you know personally anyone incarcerated in a federal or provincial institution?

No  Yes  If so, what is the name? \_\_\_\_\_

Are you registered as an inmate's visitor or have you ever visited an inmate?

No  Yes  If so, what is the name? \_\_\_\_\_

Have you made a similar request for access in the last two years?

No  Yes  If so, for which institution? \_\_\_\_\_

What is the reason for your request to access a federal institution? \_\_\_\_\_

Name of your employer / educational institution? \_\_\_\_\_

Name of the employee responsible for the visit: \_\_\_\_\_

**Privacy act statement**

Personal information about you is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize your access to a federal institution. This information is collected, with no obligation on your part, and held in the Security Clearance System (SCS); however, if you refuse to comply with any security verifications, your access privileges will be refused. The information that you provide cannot be disclosed to other persons without your consent, EXCEPT where disclosure would be justified pursuant to one of the paragraphs of subsection 8(2) of the Privacy Act. **Access may be denied for submitting false information. The institution reserves the right to refuse access to the applicant before, upon arrival or during the visit.**

I hereby authorize the Correctional Service of Canada to conduct any investigation it deems necessary to allow my access to their institution. I agree that the Correctional Service of Canada cannot be held accountable for any harm suffered in the course of my activities unless this harm is directly attributable to the negligence of one or more employees of the Service.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of employee responsible for the visit: \_\_\_\_\_ Date: \_\_\_\_\_



**RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT**

Institution: \_\_\_\_\_

Access to the institution granted: No  Yes

Name of Security intelligence officer: \_\_\_\_\_ Date: \_\_\_\_\_