

RETURN TENDERS TO :  
RETOURNER LES SOUMISSIONS À :  
Bid Receiving - Réception des soumissions:

**Bidreceiving.GEN-ONT-401@csc-scc.gc.ca**

**INVITATION TO TENDER  
INVITATION À SOUMISSIONNER**

Tender to: Correctional Service Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Soumission à : Service correctionnel du Canada

Nous offrons par la présente de vendre à Sa Majesté la Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" « LE PRÉSENT DOCUMENT NE COMPORTE PAS D' EXIGENCE RELATIVE À LA SÉCURITÉ

Vendor/Firm Name and Address —  
Raison sociale et adresse du fournisseur/de  
l'entrepreneur :

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Telephone # — N° de téléphone :

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Fax # — N° de télécopieur :

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Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS  
ou NAS ou N° d'entreprise

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Title — Sujet : <b>Replacement Lighting – Outdoor - GVI</b>	
Invitation No. — N°. de l'invitation <b>4277707-001</b>	Date : <b>December 4th, 2023</b>
Client Reference No. — N°. de référence du Client	
GETS Reference No. — N°. de référence de SEAG <b>21465-24-4277707-001</b>	
Invitation Closes — L'invitation prend fin at /à : <b>January 12th, 2024</b> on / le : <b>11:00 EST</b>	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Robin Riha - robin.riha@csc-scc.gc.ca	
Telephone No. — N° de téléphone: <b>613-328-9727</b>	Fax No. — N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction :  Grand Valley Institution 1575 Homer Watson Blvd Kitchener, Ont N2P 2C5	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
Name / Nom	Title / Titre
Signature	Date
<b>(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)</b>	



## 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).

### INTEGRITY PROVISIONS – BID

Changes have been made to the Integrity Provisions – Bid as of 2022-01-28. See GI01, Integrity Provisions – Bid of R2710T of the General Instructions for more information.

THIS DOCUMENT DOES NOT CONTAIN AN INDUSTRIAL SECURITY REQUIREMENT.

### LISTING OF SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex B at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

### TRANSLATION 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 territory 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 the 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.

### REISSUE of BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 21401-22/23-4277707 dated 2023-02-06 with a closing of 2023-02-23 at 13:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

This bid solicitation cancels and supersedes previous bid solicitation number 21465-24-4277707 dated 2023-10-13 with a closing of 2023-11-13 at 11:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.



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

### **SI01 BID DOCUMENTS**

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

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named 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) calendar 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 Officer 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 are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI03 OPTIONAL SITE VISIT**

#### **A9038T (2022-06-20) – Optional site visit**

It is recommended 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 Grand Valley Institution on December 19<sup>th</sup>, 2023. The site visit will begin at 10:00 EST, at the Main Entrance.

Bidders are requested to communicate with the Contracting Authority no later than December 17<sup>th</sup>, 2023, to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment, but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### **SI04 REVISION OF BID**

Section GI10 Revision of bid of R2710T General Instructions – Construction Services – Bid Security Requirements at 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).

## SI05 BID SECURITY REQUIREMENTS

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

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) 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 may 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.



## **SI07 BID RESULTS**

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.

## **SI08 INSUFFICIENT 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 Bidders submitting the lowest compliant bid

## **SI09 BID VALIDITY PERIOD**

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

## **SI10 RIGHTS OF CANADA**

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

## **SI11 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 ANNEX B. **Failure to do so will result in the disqualification of its bid.**



## **S112 BID 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](#).

## **S113 CONSTRUCTION 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), 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.

## **S114 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell <https://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)  
<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.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Contract Security Program <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

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

Declaration Form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

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

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

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	(2022-01-12);
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 – apply to and form part of the contract**

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 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, nd 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.

#### **SC06 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.

#### **SC07 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.

#### **SC08 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).

#### **SC09 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.



## **SC10 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 (CPERF)". 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

Lighting Replacement-GVI

### 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)	Not applicable.			

### 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 INDICATED IN APPENDIX 1**.

### 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 Contractor'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 - COMBINED PRICE FORM (1 page)**

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(s)
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**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit will not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
<b>TOTAL EXTENDED AMOUNT (TEA)</b>						
Excluding applicable tax(s)						

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(s)
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## APPENDIX 2– INTEGRITY PROVISIONS – LIST OF NAMES

**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.

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### APPENDIX 3 – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 – Listing of Subcontractors and Suppliers of R2710T – General Instructions – Construction Services – Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted In Price.

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



**APPENDIX 4 – DEPARTMENTAL REPRESENTATIVES**

**TO BE PROVIDED AT CONTRACT AWARD.**

Contracting Authority is:

Name: Robin Riha

Title: Contracting and Procurement Officer

Department: Contracting and Material Management

Division: Regional Headquarters

Telephone: 613 328 9727

E-mail: Robin.riha@csc-scc.gc.ca

Technical Authority is:

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

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

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

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

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

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



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

<b>CONTRACT</b>				
Description and Location of Work Lighting Replacement-GVI			Contract No. <b>21465-24-4277707-001</b>	
Grand Valley Institution 1575 Homer Watson Blvd Kitchener, ON N2P 2C5			Project No. <b>465-1803-0</b>	
Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal code
Additional Insured <b>His Majesty the King in Right of Canada as represented by the Minister of Public Safety</b>				

Type of insurance Required when checked		Insurer Name and Policy Number	Inception Date D/M/Y	Expiry D/M/Y	Limits of Liability		
<input checked="" type="checkbox"/>	Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
	Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/>	Builder's Risk Installation Floater				\$		
<input type="checkbox"/>	Pollution				<input type="checkbox"/> Per Incident		Aggregate \$
<input type="checkbox"/>	Other types of insurance (list other types of insurance if required)				\$		

**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)**

### **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 insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in 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 B - SCOPE OF WORK

**Project Name:** Replacement Lighting – Outdoor - GVI  
**Project Number:** 465-1803-0  
**Institution:** Grand Valley Institution  
**Requisition:** 4277707

### Objective

Correctional Service Canada (CSC) requires the services of a qualified licenced electrical contractor for the removal and installation of light bases, poles, and luminaires within the compound at Grand Valley Institution in Kitchener, Ontario.

### Background

The current lights need to be replaced and updated to meet CSC Technical Criteria.

### Scope of Work

Using the attached documents (Drawings and Specs), the Contractor must remove and dispose of the thirty (30) existing light bases, poles and luminaires. The contractor must supply and install thirty (30) new bases, light poles and luminaires located within the compound at Grand Valley Institution. All lighting the Contractor must install, must be energy efficient luminaires.

- 1803 IfT Drawings (E1.1, E2.1, E3.1)
- 1803 IfT Specifications
- The Contractor must schedule and coordinate all disconnections and reconnections with institutional Utilities.
- The Institution must be advised a minimum of 72 working hours prior to any shutdowns and interruptions of service.
- The Contractor is responsible for ensuring that no more than two (2), non-adjacent light fixtures are non-operational for a period of no more than 48 hours. All other light fixtures must be operational at the end of each working day.
- The Contractor is responsible for supply and installation of any temporary fencing and coverings surrounding excavations that will be left void at the end of each working day.

### **LANGUAGE OF SEALED DOCUMENTS:**

The official language of the sealed documents (drawings, specifications, or reports or any combination of the three) the Contractor must use, refer to or rely upon to perform the work is English.

### Delivery and Security

- All of the Contractor's employees entering the facility must report to the main entrance and pass through all security devices and screening before reporting to the identified work area.
- When assembling at the main entrance, CSC will provide the Contractor's employees with an escort that will accompany them at all times during the performance of the work.
- At any time, a corrections officer may require a contractor's employees to submit to a search if deemed necessary by a corrections officer.



- The Contractor's employees should be aware that a tobacco ban is in effect. No smoking materials are permitted in the institution.
- Unauthorized cell phones, laptop and cameras are not permitted.
- The Contractor and all of the Contractor's employees must have up to date photo identification to be allowed entry into the Institution.

### **Material Requirements**

The Contractor must provide all personnel, tools, services, supplies, materials, supervision and equipment to complete the work as described. All material must be new.

### **Requirements and Considerations**

The Contractor must comply with the following:

#### **Submittals:**

- The Contractor must submit shop drawings for approval prior to fabricating and ordering materials.
- The Contractor must provide Material Safety Data Sheets (MSDS).
- The Contractor must provide a complete project schedule five (5) business days after award of contract for approval by the Project Authority.
- The Contractor must submit a health and safety plan (including fire emergency plan). This plan must identify any hazards and provide details on how the Contractor will mitigate these hazards.
- The Contractor must submit a plan for the Project Authority's approval for maintaining operation of the utility during the project.
- The Contractor must submit an Environmental Protection Plan (EPP) addressing spill potential, risk protection and response associated with any vehicle fluids from elevating devices and delivery trucks. The Contractor must also provide a waste management plan. CSC can provide a template EPP for use. The CSC Environmental group will review the final copy of the EPP (the Contractor must allow to 2 weeks for review).
- The Contractor must submit a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s), or Partners who will be or who are anticipated to be present on the work site(s).

#### **Safety:**

- The Contractor must adhere to all applicable Federal and Provincial safety codes.
- The contractor must maintain compliance with site procedures regarding potential hazardous work locations and situations.

#### **Certificates, Inspections, Standards, Codes of Practice and Regulations:**

- All work must comply with any applicable federal or provincial or territorial regulations, or any combination thereof. The Contractor must provide documentation confirming such to the Project Authority.
- All work must comply with the National Building Code or Ontario Building Code – whichever one has more stringent requirements.
- The Contractor must install all new materials in accordance with the manufacturer's specifications, engineering standards, building codes, and best practices.



- The Contractor must submit a Notice of Project to the Ministry of Labour prior to starting projects that meet the standards set out in section 6(1) of the Regulations for Construction Projects, O.Reg 213/91 (the Regulation). The Contractor must provide proof of this notification to the Project Authority prior to commencing work.

#### **Workmanship and Housekeeping:**

- The Contractor must repair and restore any CSC equipment damaged in the course of this project to normal operation at no cost to CSC.
- Workmanship must be of the highest standard and must meet all industry standards.
- The Contractor must keep the worksite clean and neat, and upon project completion the workplace area must be clean, free of post construction materials and returned to original integrity.
- If work is to be completed in an occupied area, then the construction area must be boarded off and institutional property must be protected from damage and dust.
- The Contractor is responsible for taking accurate measurements.
- The Project Authority or their representative will visually inspect all work and the work site. The Contractor must complete all work and clean up the worksite to the satisfaction of the Project Authority prior to project closeout.

#### **Tool Control:**

- The Contractor must provide a master tool list prior to project start up and provide a daily tool list upon entry. The Contractor must only bring the necessary tools into the institution and must account for all tools at the end of each workday.
- The Contractor must account for, clean up, and remove any scrap material (including, but not limited to wiring, pipes,) from the institution daily.

#### **Site Access:**

- The Contractor must perform the Work during CSC's regular business hours of 0800 – 1600 Monday – Friday; the Project Authority must pre-approve the Contractor's schedule.
- The Contractor must provide any required submittals to the Project Authority prior to accessing the site.
- The Contractor must complete all work without delay and must provide a schedule of operation to the Project Authority 48 hours prior to commencing work. The schedule must include the following; start date, hours of work, names of the Contractor's employees who require entry, milestone dates and completion date.

#### **Additional work or delays:**

- The Project Authority must approve any additional work beyond that described in this scope of work before the Contractor commences any such additional work.
- The Contractor must identify any circumstances that cause delay during the project to the Project Authority as soon as the circumstance is discovered and must be followed up in writing to the Project Authority.

#### **Disposal or removal of materials and Environmental Protection Plan:**

- The Contractor must carry out disposal of any removed material using the highest standard in regard to landfill waste diversion, reusing, recycling, and comply with applicable transportation and environmental legislation (federal and provincial).
- The Contractor must provide copies of waste manifests to the Project Authority.



- The Contractor must ensure that Transportation of Dangerous Goods regulations are followed. Institution may request proof of qualification for the Contractor's transporter.

### **Place of Performance**

The Contractor must perform all work at:

Grand Valley Institution for Women  
1575 Homer Watson Blvd.  
Kitchener, Ontario, N2P 2C5

### **Associated Documents**

Tender Specifications and Drawings:

- 1803 IfT Drawings (E1.1, E2.1, E3.1)
- 1803 IfT Specifications





## **ANNEX C - SPECIFICATIONS**

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

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



## **ANNEX D – 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 B** and the SPECIFICATIONS – **ANNEX C**