



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

[BidReceiving.GEN-ONT-401@csc-scc.gc.ca](mailto: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 therefore.

Soumission à : Service correctionnel du Canada

Nous offrons par la présente de vendre à Sa Majesté le 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 :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone # — N° de téléphone :

\_\_\_\_\_

Fax # — N° de télécopieur :

\_\_\_\_\_

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

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

\_\_\_\_\_

<b>Title — Sujet :</b>	
<b>Low Lift Intake – Screen Replacement and Commissioning of Chlorine Injection</b>	
<b>Invitation No. — N°. de l'invitation</b>	<b>Date :</b>
01- Amend 01	January 22, 2024
<b>Client Reference No. — N°. de référence du Client</b>	
21450-25- 4623906	
<b>GETS Reference No. — N°. de référence de SEAG</b>	
21450-25- 4623906	
<b>Invitation Closes — L'invitation prend fin</b>	
at /à : 1 :30 p.m.	
on / le : February 8, 2024	
<b>F.O.B. — F.A.B.</b>	
Plant – Usine:	Destination: Other-Autre:
<b>Address Enquiries to — Soumettre toutes questions à:</b>	
<a href="mailto:elizabeth.lake@csc-scc.gc.ca">elizabeth.lake@csc-scc.gc.ca</a>	
<b>Telephone No. – N° de téléphone:</b>	<b>Fax No. – N° de télécopieur:</b>
613-328-9647	N/A
<b>Destination of Goods, Services and Construction:</b>	
<b>Destination des biens, services et construction :</b>	
Joyceville Institution 3766 Highway #15,Kingston, Ontario K0H 1Y0	
<b>Instructions: See Herein</b>	
<b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée :</b>	<b>Delivery Offered – Livraison proposée :</b>
See herein	Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b>	
<b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
Name / Nom	Title / Titre
_____	
Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



## 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

### CONDITIONALLY SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)

This requirement is open to both Indigenous and non-Indigenous businesses. All interested suppliers may submit a bid. However, bidders are to note that this requirement is subject to a preference for Indigenous suppliers and will be set-aside under the federal government Procurement Strategy for Indigenous Business (PSIB) if Canada receives two or more responsive bids from Indigenous businesses who meet the requirements of the PSIB.

Indigenous businesses that have not already registered in the Indigenous Services Canada (ISC) Indigenous Business Directory should do so. Additional information on the Indigenous Business Directory is available at the following link:

<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658#c3>.

### LISTING OF SUBCONTRACTORS AND SUPPLIERS

Bidders should provide Appendix 3 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.



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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 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.

### SI03 MANDATORY 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 Joyceville Institution on 3766 Highway #15, Kingston Ontario K0H 1Y0. The site visit will begin at 1:30 p.m. on February 1<sup>st</sup> 2024, at the Minimum Institution Front Gate.**

**Bidders must communicate with the Contracting Authority no later than January 30, 2024 at 1:30 p.m. to confirm attendance and provide the name(s) of the person(s) who will attend. 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.



## SI04 REVISION 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).

## 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**

- 1.1 The responsive bid carrying the lowest price will be recommended for contract award.
- 1.2 Conditional set-aside under the procurement strategy for indigenous business:  
This requirement is conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB)
  - a. Canada will determine if it has received two (2) or more bids from Indigenous businesses as defined under the Procurement Strategy for Indigenous Businesses (PSIB) that comply with all PSIB requirements as well as the requirements of the invitation to tender. If Canada has received two (2) or more bids from Indigenous businesses that meet these requirements, the Contracting Authority will limit the competition to those Indigenous businesses and will not consider bids submitted by non-indigenous businesses.
  - b. If at any point in the evaluation process Canada finds, whether by determination of invalidity of certifications, determination that bids from Indigenous businesses are non-responsive or withdrawal of bids by Indigenous businesses, such that fewer than two (2) or more responsive bids from Indigenous businesses remain, the Contracting Authority will consider all responsive bids, including those submitted by non-Indigenous businesses, and these bids will be then eligible to be awarded a contract.
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 Bidder submitting the lowest compliant bid.

## **SI09 BID VALIDITY PERIOD**

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





## **SI10 RIGHTS OF CANADA**

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

## **SI11 CONDITIONAL SET-ASIDE FOR INDIGENOUS BUSINESS – CERTIFICATION**

Bidders who are indigenous businesses should submit the Indigenous Business certification at Appendix 9 their bid, but may submit it afterwards. If the required certification is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the certification. Failure to provide the certification within the time frame provided will render the bid non-responsive.

Bidders who are not Indigenous businesses do not need to submit this certification.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **SI12 LISTING 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.

## **SI13 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](#).



## **SI14 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 2, 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.

## **SI15 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:

Canada Buys

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Contract Security Program

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

[https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-1#\\_1-25](https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-1#_1-25)



Correctional service of Canada website: <https://www.canada.ca/en/correctional-service.html>

**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 (2022-12-01);
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 SACC MANUAL CLAUSE A3000C – Indigenous Business Certification (2022-05-12) - Indigenous Business Certification - Instructions to Bidders / Contractors**

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

#### **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 (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**

Low Lift Intake – Screen Replacement and Commissioning of Chlorine Injection  
Joyceville Institution  
3766 Highway #15, Kingston Ontario K0H 1Y0

**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 INDICATED IN ANNEX B- BASIS OF PAYMENT.**

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 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 by **May 31, 2024.**

**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 – EVALUATION CRITERIA

### 1.0 Technical Evaluation:

#### 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria
- Lowest Price

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name;
    - b. Organization;
    - c. Current Phone Number; and
    - d. Email address if available

### 1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



**MANDATORY TECHNICAL CRITERIA**

#	Mandatory Technical Criteria	Offeror Response	Met/Not Met (For CSC use only)
<b>M1</b>	<p>The Contractor must provide a cost breakdown and a total lump sum cost to complete the work. This includes all fabrication, material, labor, fees, testing, certifications required to complete the work.</p> <p>Please complete Annex B – Proposed Basis of Payment in its entirety.</p>	<p>Completed</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>M2</b>	<p>The Contractor must demonstrate a minimum of 5 years of similar experience working with water infrastructure to be considered compliant.</p> <p>Please completing Annex H Question 1 in its entirety.</p>	<p>Completed:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>M3</b>	<p>The Contractor must demonstrate a minimum of 3 references that support the completion of similar experience working with water infrastructure, to be considered compliant.</p> <p>Please completing Annex H Question 2 in its entirety.</p>	<p>Completed:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>M4</b>	<p>The Contractor must provide a copy of their valid business license to complete work in Ontario, Canada.</p> <p>Please attach a copy.</p>	<p>Completed:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	



## APPENDIX 2 – 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.

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### APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) In accordance with SI12 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 4 - 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 journey-person-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 Appendix 4.*

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 5– DEPARTMENTAL REPRESENTATIVES

### TO BE PROVIDED AT CONTRACT AWARD.

#### Contracting Authority is:

Name: Elizabeth Lake  
Title: Procurement Officer  
Department: Contracting & Materiel Department  
Division: Correctional Service Canada  
Telephone: 613 - 328 - 9647  
E-mail: Elizabeth.lake@csc-scc.gc.ca

#### Technical Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_



## APPENDIX 6 - SET-ASIDE FOR INDIGENOUS BUSINESS – CERTIFICATION

### SET-ASIDE FOR INDIGENOUS BUSINESS - A3000T

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

### OWNER CERTIFICATION - SET-ASIDE FOR INDIGENOUS BUSINESS - A3001T

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

1. I am an owner of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

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

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

\_\_\_\_\_  
Date





## ANNEX A - SCOPE OF WORK

Project Name: Low Lift Intake – Screen Replacement and Commissioning of Chlorine Injection  
Project Number: 450-1209-0  
Institution: Joyceville Medium Institution  
Requisition: 2462597  
Contract Number: 21450-25- 4623906

### Objectives

The Correctional Service of Canada (CSC) requires the services of a qualified contractor to replace the existing intake screen, provide a complete inspection of the intake line and chlorine feed line, repair existing shear in the piping and repair and commission the chlorine injection system at the Joyceville Institution low lift intake.

### Background

The existing intake screen at the intake structure is in poor condition and requires replacement. A previous inspection and cleaning of the intake line uncovered a shear in the intake line pipe just outside the low lift building (approx. 5 m into the inspection) that is attributed to settling of the building. Accumulation of zebra mussels in the intake line has prompted the repair and /replacement of the chlorine injection system as a zebra mussel deterrent. CSC can provide the inspection report can be provided upon request.

### SCOPE OF WORK

- Supply and replace intake line screen as per Specifications and Drawings.
- Repair the break/ or shear in the intake line as per Specifications and Drawings.
- Repair/ or replace the chlorine injection intake system and associated controls as a zebra mussel deterrent as per Specifications and Drawings.
- Must provide full inspection of the chlorine injection system as per Specifications and Drawings.
- Provide continuous water supply to the Institution for the duration of the construction as per Specifications and Drawings.
- The Contractor must not begin any work that disrupts the operation of the Institution and Water Plant until all required materials and /supplies are on site.
- Environmental Mitigation Measures Form – The Contractor must follow mitigation measures and best practices as per the Environmental Mitigation Measures Forms in compliance with the Impact Assessment Act (IAA) requirements. The Contractor must provide a detailed Construction Plan that outlines associated risks during construction and how the Contractor will mitigate those risks. The mitigation measures must be based on an understanding of Species at Risk in the Area. The Contractor must allow two (2) weeks for review of the Construction Plan.
- All Work must meet Ministry of Environment, Conservation and Parks Design Guidelines for Drinking Water Systems (Ontario).
- All work must meet applicable criteria outlined by Fisheries and Oceans Canada (DFO).
- Detailed project requirements are found Annex E – Technical Specifications and Annex F – Engineered Drawings of the invitation to tender document:

#### Technical Specifications:

- Request for Proposal (RFP) from consultant.
- Section 01 30 00 – Mobilization/Demobilization.
- Section 02 06 00 – Special Project Procedures for Correctional Service Canada Security Requirement.
- Section 01 35 43 – Environmental Procedures.
- Section 01 75 00 – Maintenance of Existing Flows.



- Section 02 60 00 – Water Intake.
- Section 15 42 00 – Chemical Feed Pump & Accessories.

**Engineered Drawings:**

- W1 – P&ID, Pumphouse Plan & Section Upgrades.
- W2 – Raw Water Intake Plan & Profile & Intake Screen Details.

**Requirements and Considerations**

Contractor must comply with the following:

**Submittals:**

- Contractor qualifications and experience must include working with drinking water infrastructure. The Contractor must have a minimum of five (5) years' experience in completion of similar projects. The Contractor must provide three (3) reference projects complete with references.
- At bid submission, the Contractor must submit the cost breakdown to complete the work as per the Annex B – Proposed Basis of Payment.
- At bid submission, the Contractor must submit a typed Construction Schedule that outlines the timeline to complete the proposed work for review by the Project Authority. A detailed Construction Plan must be provided that outlines associated risks during construction and how those risks will be mitigated. An understanding of Species at Risk in the Area is required as part of the mitigation measures.
- At bid submission, the Contractor qualifications and experience must include working with drinking water infrastructure by completing Annex H - Bidder's Mandatory Technical Criteria Response Form
- After contract award, the Contractor must submit proposed temporary piping system template (Annex G) to the Project Authority for review and approval before commencing the project.
- After contract award, the Contractor must submit proposal of work/quote to be reviewed by Project Authority prior to commencing project.
- After contract award, the Contractor must provide a master tool list to the Project Authority at least 48 hours prior to commencing work. The tool list must include any work vehicles required at the low lift as part of the Project. Contractor must ensure that all tools are accounted for at the end of each workday.
- After contract award, the Contractor must provide all required submittals as outlined in the Specifications and Drawings must be provided to the Project Authority for review and approval, prior to commencing work.
- After contract award, the Contractor must complete and submit the Environmental Mitigation Measures Form in compliance with the Impact Assessment Act (IAA) requirements.

**Safety:**

- All applicable Federal and Provincial safety codes, standards and guidelines must be adhered to. Where codes, standards and guidelines differ, the more stringent requirement shall govern.
- The Contractor must maintain compliance of site procedures regarding potential hazardous work locations and situations.
- The Contractor must provide a Site Specific Health and Safety Plan. This plan must identify hazards and detail how these hazards will be mitigated. The plan must also include a Fire Emergency Plan.
- Contractor must provide their own Personal Protection Equipment for the duration of the project.
- Health and Safety Plan must include Canadian Construction Association COVID19 Standardized Protocols for Construction Sites.

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

- All work must comply with any applicable federal or provincial/territorial regulations, and with consideration of Interim Code of Practice: end-of-pipe fish protection screens for small water intakes in freshwater and Ontario's Design Guidelines for Drinking Water Systems.
- Work must comply with the National Building Code or Ontario Building Code – whichever has more stringent requirements.



- All works must comply with Transport Canada – Navigable Waters Branch requirements for intake structure maintenance, the Ministry of Natural Resources requirements (Land Use Permit – Dredge and Fill of Shorelands) and any other applicable federal regulation requirements.
- The Contractor must utilize the latest editions of the applicable codes, standards, regulations and by-laws.
- All new materials must be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.

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

- Workmanship must be of the highest standard and must meet all industry standards.
- Contractor is responsible for taking accurate measurements and confirm accuracy of As-Built drawings provided by CSC.

#### **Site Access:**

- Work must be performed during regular working hours of 0800 – 1600, Monday – Friday, unless otherwise authorized by the Project Authority.
  - The Contractor must be available to perform work outside of regular hours in the case of an emergency as declared by the Project Authority or in order limit disruptions to Water Plant operations.
- Contractor must obtain approval of Project Authority at least 48 hours prior to any site visit request.
- Any required submittals must be provided to Project Authority prior to site access.
- Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf.
- 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.
- All work must be completed without delay and a schedule of operation must be provided to the Project Authority 10 days prior to commencing work. The schedule must include the following; start date, hours of work, names of those that require entry, milestone dates, commissioning dates, and completion date.

#### **Additional Work or Delays:**

- Any additional work beyond that described in this Scope of Work must first be approved by the Project Authority and Contracting Authority prior to continuing work.
- Any circumstances that cause delay during the project must be identified to the Project Authority as soon as the circumstance is discovered and must be followed up in writing to the Project Authority within 24 hours.

#### **Disposal or Removal of Materials and Environmental Protection Plan:**

- The Contractor must have a Site-Specific Environmental Protection Plan that identifies tasks to be performed, associated potential risks and mitigation measures to address those risk. All environmental procedures as outlined in the Specifications must be followed and Contractor must provide proof of completion of these procedures.
- CSC Impact Assessment Act (IAA) review will be required for submitted Construction Plan.
- Contractor is responsible for the disposal of all garbage, recycling and debris for the work required.
- All disposal of materials must be carried out in an environmentally friendly manner.

#### **Cost Breakdown:**

- Contractor must provide a cost breakdown as per specifications.

#### **Payment:**

- The payment for the performance of this work will be split into two lump sum payments.
  - The first lump sum payment will be issued for all work completed by March 31, 2023. All work must be verified by Project Authority prior to payment being made.
  - The second lump sum payment will be for all work completed between April 1, 2024, to the competition of the project. All work must be verified by Project Authority prior to payment being made.

#### **Place of Performance:**



**Building JVJ21 and Exterior Intake Line**

**Joyceville Institution,**

3766 Highway #15,

Kingston Ontario K0H 1Y0

**Period of Performance:**

Construction to be complete on or before **May 31, 2024**.

**Site Meeting:**

There will be a mandatory site visit on **February 1, 2024 at 1:30 p.m.**

**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.



## ANNEX B – PROPOSED BASIS OF PAYMENT

### 1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all-inclusive firm per diem rate(s) below in the performance of this Contract. There will be two lump sum payments made to the Contractor in performance of this Contract based on the work completed before March 31, 2024 and any remaining work completed between April 1, 2024 and the end of the contract, Applicable Taxes extra.

A	B	C	D
DESCRIPTION / ITEMS	COST PER UNIT / HOUR	NUMBER OF REQUIRED UNITS	COST ( B + C = D)
<b>SUBTOTAL:</b>			
<b>TAXES:</b>			
<b>TOTAL:</b>			

### 2.0 Applicable Taxes

- 2.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- 2.2 The estimated Applicable Taxes of \$ To Be Inserted at Contract Award are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.



### **3.0 Electronic Payment of Invoices - Bid**

Canada requests that Bidders complete option 1 or 2 below:

3.1  Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

MasterCard Acquisition Card;

Direct Deposit (Domestic and International).

3.2  Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



### ANNEX C – CERTIFICATE OF INSURANCE (not required at solicitation closing)

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Work  Low Lift Intake – Screen Replacement and Commissioning of Chlorine Injection	Contract No. 21450-25-4623906
	Project No. 450-1209-0

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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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>				\$		
<b>Pollution Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
<b>Marine Liability</b>				\$		

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

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



## 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 E - SPECIFICATIONS**

Attached are 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 A** and the DRAWINGS – **ANNEX F**.



## **ANNEX F – 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 A** and the SPECIFICATIONS – **ANNEX E**.



## ANNEX G – PROPOSED TEMPORARY PIPING SYSTEM TEMPLATE

**Date of Submission:**

**Raw Water Intake Upgrade - Joyceville Institution**

**3766 Highway #15, Kingston Ontario K0H 1Y0**

**Contract #: 21450-25- 4623906**

**Contractor:**

**Address:**

**Email:**

**Phone Number:**

**1. Data on the temporary pumps including pump curves**

**2. Temporary piping size, layout and arrangement**

**3. Wiring schematics indicating how power and control wiring will be modified**



## ANNEX H - BIDDER'S MANDATORY TECHNICAL CRITERIA RESPONSE FORM

<b>Question 1: Experience</b>				
<p>1. The Contractor must demonstrate a minimum of 5 years of similar experience working with water infrastructure to be considered compliant.</p> <p><b>Please complete the list of experience in completion of similar projects working with water infrastructure experience.</b></p>				
Project Name	Location	Project Hiring Firm	Project Start and End Dates	Project Completion Status

<b>Question 2: References</b>			
<p>2. The Contractor must demonstrate a minimum of 3 references that support the completion of similar experience working with water infrastructure, to be considered compliant.</p> <p><b>Please complete the list of references in completion of similar projects working with water infrastructure experience.</b></p>			
Reference Name	Reference Contact (Phone and/or email)	Project Name	Project Hiring Firm