

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

Attn: Katie McKeever
801BidSubmissions@CSC-SCC.GC.CA
Re : 21807-24-0026

**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

Title — Sujet : Storm Sewer Flushing – Matsqui Complex	
Invitation No. — N° de l'invitation 21807-24-0026	Date : June 26 2024
Client Reference No. — N° de référence du Client 21807-24-0026	
GETS Reference No. — N° de référence de SEAG N/A	
Invitation Closes — L'invitation prend fin at /à : 2PM Pacific Standard Time on / le : July 16 2024	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Attn : Katie McKeever 801BidSubmissions@CSC-SCC.GC.CA	
Telephone No. – N° de téléphone: 236-380-2294	Fax No. – N° de télécopieur: N/A
Destination of Goods, Services and Construction: Destination des biens, services et construction : Matsqui Complex 33344 King Road Abbotsford, BC. V2S 4P3	
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	
<hr/>	
Name / Nom	Title / Titre
<hr/>	
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

LISTING OF SUBCONTRACTORS AND SUPPLIERS

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



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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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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 Matsqui Complex, 33344 King Road, Abbotsford BC July 5 2024. The site visit will begin at 10:00AM Pacific Standard Time.

Bidders must communicate with the Contracting Authority no later than July 4 2024 @ 12:00 PM Pacific Standard Time 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.

SI04 REVISION OF BID

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. 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 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 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.

SI12 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. The [CanadaBuys](#) website, under the heading "[Following up on a bid](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombud (OPO)



- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

SI13 WEB SITES

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

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

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

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

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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

GI01 Integrity Provisions - Bid is deleted in its entirety and is replaced with the following.
GI01 Ineligibility and Suspension Policy – Bid

1. Mandatory Compliance. The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the solicitation of bids is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the solicitation of bids. The Bidder must comply with the Policy and Directives, which can be found at the Office of Supplier Integrity and Compliance website.

2. Policy Summary

The Policy sets out the circumstances under which Canada may determine that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers is maintained on the Office of Supplier Integrity and Compliance website.

3. Bidder Responsibilities.

The Bidder must provide the following:

- a) **Initial Disclosure:** a List of Names for integrity verification that includes all information required by the Policy (section 13 – Disclosure); and
- b) if the Bidder is unable to certify all of the statements in the sub-clause below entitled ‘Bidder Certifications’, a completed Integrity Declaration Form providing all requested information and details of any material event that may affect the status of itself, its affiliates or its proposed first-tier subcontractors under the Policy.

4. Bidder Certifications.

Subject to the sub-clause below entitled “Integrity Declaration Form”, by submitting a Bid in response to this solicitation of Bids, the Bidder certifies that:

- a) it has read and understands the Ineligibility and Suspension Policy;
- b) it understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for the purpose of making a determination of ineligibility or suspension;
- d) none of the circumstances described in Appendix 2 of the Policy that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors; and
- e) it is not aware of a determination of ineligibility or suspension issued by Canada that applies to it.

5. Integrity Declaration Form.

Where a Bidder is unable to provide any of the certifications required by the sub-clause above entitled “Bidder Certifications”, at the time of its Bid it must submit a completed Integrity Declaration Form.

1.2.2 Continuing obligation to disclose during the execution of a contract

The supplier will provide written notice of any:

- a) change to the information provided pursuant to section 3 a) (which includes, without limitation, a change which is the result of a transfer or assignment);
- b) new charge with respect to the supplier; and
- c) new conviction or other circumstance with respect to itself, its affiliates and its first-tier subcontractors;

each to the extent relevant to this policy. Such will be provided to CSC:



- a) within 10 business days of any such change for all procurements, standing offers, supply arrangements, contracts and other instruments not executed, entered into or otherwise awarded; and
- b) within 22 business days of any such change for all procurements, standing offers, supply arrangements, contracts and other instruments executed, entered into or otherwise awarded.

- 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
- GI19 Federal Prompt Payment for Construction Work Act
The resulting contract will be subject to the Federal Prompt Payment for Construction Work Act, S.C. 2019, c.29, s.387.

GI20 Compliance with Certifications

Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a Contract for providing a false or misleading certification or declaration.



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://canadabuys.canada.ca/en/how-procurement-works/policies-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.
4. R2810D - General Condition (GC) 1: General provisions - Construction services is modified as follows:

GC1.1 (2022-12-01) Interpretation

Delete: "Payment Legislation" of GC1.1.2 Terminology.

Insert: the following new "Payment Legislation" of GC1.1.2 Terminology.

All other articles of GC1.1.2 Terminology remain the same.

"Payment Legislation" means the *Federal Prompt Payment for Construction Work Act*, S.C. 2019 c.29, s.387, and of the Work is being performed in a province that has been designated in accordance with s.6 (1) of the Act, the similar regime applicable in that province;

5. **R2850D - General Condition (GC) 5 - Terms of Payment > 100K - Construction Services is modified as follows:**

GC5.2 (2010-01-11) Amount Payable

Delete: article 1

Insert: the following new article 1.

All other articles of GC5.2 remain the same.

1. Subject to any other provisions of the Contract and Payment Legislation, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractors shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.



GC5.4 (2014-06-26) Progress Payment

Delete: article 1. a., article 2. a. and b., article 4. a.

Insert: the following new article 1. a., article 2. a. and b., article 4. a.

All other articles of GC5.4 remain the same.

1. On the expiration of the payment period, the Contractors shall deliver to Canada
 - a. A written progress claim in a form acceptable to Canada and in accordance with Payment Legislation that fully describes any part of the Work that has been completed, and any Material that was delivered to the Worksite but not incorporated into the Work, during that payment period, and
2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the following:
 - a. The value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
 - i. is in accordance with the Contract; and
 - ii. was not included in any other progress report relating to the Contract.
 - b. If in the opinion of Canada, part of the Work and the Material described in the progress claim is not payable under the Contract:
 - i. a description of that part of the Work and the Material not payable under the contract;
 - ii. the amount that will not be paid; and
 - iii. the reasons for the non-payment.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.4 no later than
 - a. 28 days after receipt by Canada of both of progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or

GC5.5 (2014-06-26) Substantial Performance of the Work

Delete: article 4. a.

Insert: the following new article 4. a.

All other articles of GC 5.5 remain the same.

4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 no later than
 - a. 28 days after the date of issue of a Certificate of Substantial Performance, or.

GC5.6 (2008-05-12) Final Completion

Delete: article 3. a and 3. b.

Insert: the following new article 3. a.

All other articles of GC5.6 remain the same.

3. Canada shall pay the amount referred to in paragraph 2) of GC 5.6 no later than
 - a. 28 days after the date of issue a Certificate of Completion.

GC 5.11 (2008-05-12) Delay in Making Payment

insert: the following new article 4.

4. Unless Canada orders the Contractor to suspend the Work or part of the Work pursuant to GC 7.2, the contractor must not stop or suspend the Work or part of the Work pending any payments under the contract.

6. R2865D General Condition (GC) 6 - Delays and Changes in the Work - Construction Services is modified as follows:

GC6.5 (2008-05-12) Delays and Extension of Time



Delete: articles 4, 5 and 6.

Insert: the following new articles 4, 5 and 6.

All other articles of GC 6.5 remain the same.

4. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the contractor shall, within 10 working days of the date of the neglect or delay first occurred, give Canada a written notice, which shall include:
 - a. a description of the facts and circumstances of the situation sufficient for Canada to properly assess the impact of the situation;
 - b. Indication of its intention to claim for extra costs, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and
 - c. A reasonable estimate of those extra costs, losses or damages that the Contractor intends to claim.
5. When the Contractor has given a notice referred to in paragraph 4) of GC 6.5 and such notice contains the information specified therein, the Contractor shall give Canada a detailed written claim for the extra expenses, losses or damages no later than 180 days after the date the delay or neglect first occurred.
6. A detailed written claim referred to in paragraph 5) of GC6.5 shall contain:
 - a. a complete description of the facts and circumstances of the occurrence that is the subject of the claim to allow Canada to determine if the claim or any part thereof is justified;
 - b. a detailed breakdown of claimed extra expenses, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and
 - c. All supporting documentation to demonstrate, to the satisfaction of Canada, that the extra expenses, losses or damages have been incurred and paid. Canada may require that the Contractor supply such further and other information for that purpose as Canada requires.
7. **R2880D General condition (GC) 8 - Dispute Resolution - 100K to 5M - Construction Services is modified as follows:**

GC8.1 (2019-11-28) Interpretation

Insert: the following new article 4.

All other articles of GC8.1 remain the same.

4. Nothing in this Contract shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by the payment legislation.



SUPPLEMENTARY CONDITIONS (SC) a. and b.

SC01 INSTITUTIONAL ACCESS REQUIREMENTS

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

SC02 INSURANCE TERMS

1. Insurance Contracts
 - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
2. Period of Insurance
 - a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
 - b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
3. Proof of Insurance
 - a. Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

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

5. Deductible

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

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

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

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

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is



determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

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

Electronic digital versions must meet the following;

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

SC06 COMPLIANCE WITH APPLICABLE LAWS:

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

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

Details on existing CSC policies can be found at www.csc-scc.gc.ca 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 .

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

21807-24-0026 – Storm Sewer Flushing
Matsqui Complex
33344 King Road
Abbotsford, BC. V2S 4P3

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 Appendix 1.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

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

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date



APPENDIX 1 - COMBINED PRICE FORM

- 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.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(e)s
--

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(e)s extra (PU)	Extended amount (EQ x PU) applicable tax(e)s extra
TOTAL EXTENDED AMOUNT (TEA)						
Excluding applicable tax(e)s						

TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(e)s
--



APPENDIX 2 - 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 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. 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 Annex B.

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

Trades of those apprentices:



APPENDIX 4 - DEPARTMENTAL REPRESENTATIVES

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: _____ - _____ - _____

E-mail: _____

Technical Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: _____ - _____ - _____

E-mail: _____



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

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Work Matsqui Complex 33344 King Road Abbotsford, BC. V2S 4P3 The Correctional Service Canada has a requirement to conduct comprehensive hydro-scrubbing and cleaning services for the sewer and storm sewer systems at the Matsqui Complex, encompassing Matsqui, Pacific, and Fraser Valley Institutions.	Contract No. 21807-24-0026
	Project No. 21807-24-0026

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured His Majesty the King in Right of Canada as represented by the Minister of Public Safety				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Insert other type of insurance as 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)

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 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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

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 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT
(Sample)**

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade



ANNEX C - SCOPE OF WORK

The Correctional Service Canada has a requirement to conduct comprehensive hydro-scrubbing and cleaning services for the sewer and storm sewer systems at the Matsqui Complex, encompassing Matsqui, Pacific, and Fraser Valley Institutions.

Objectives: To thoroughly clean all main sewer lines, manhole locations, storm sewer lines, catch basins, and the Matsqui lift station, and to assess the condition of the sewer lines using camera recordings at the Matsqui Institution only.

The Contractor must perform the following tasks;

- Clean manhole locations, all main sewer lines, and all sewer lines from each building inside and outside of security perimeter of Matsqui, Pacific, and Fraser Valley Institutions via flushing.
- Vacuum the remnants of the line at each manhole.
- Flush and clean all storm sewer lines and catch basins on each of the three institutions both inside and outside of security perimeter up to the outfalls of each main line.
- Wash and clean the Matsqui lift station after all sanitary lines have been flushed.
- Utilize a sewer line camera with recording capability during and after cleaning at Matsqui Institution to assess the condition of the main sewer lines both inside and outside of security perimeter up to the complex sewage lift station.
- Remove and dispose of all sludge collected from the storm sewers and all waste collected from the sanitary sewers from site at an approved disposal facility.

Deliverables:

- Brief report of observations and findings, including camera recordings of the main sewer lines.
- Documentation of debris, grease, and contraband removed from the sewer systems.
- Assessment of the condition of the sewer lines, including any identified areas of concern or required.