

**Bid Receiving/Réception des
sousmissions :**

Correctional Service Canada –
Regional Headquarters (Pacific)
PO Box 4500 Unit #100
33991 Gladys Avenue
Abbotsford, BC V2S 2E8

Facsimile Number for Amendments:
604.870.2444

**INVITATION TO TENDER APPEL
D'OFFRES**

Tender to: Correctional Service Canada
We hereby offer to sell to Her Majesty the
Queen 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 thereof.

**Soumission aux: Gendarmerie royale du
Canada** Nous offrons par la présente de
vendre à Sa Majesté I Reine du chef du
Canada, aux conditions énoncées ou
incluses par référence dans la présente et
aux annexes ci-jointes, les biens, services et
construction énumérés ici sur toute feuille ci-
annexée, au(x) prix indiqué(s). **Comments –
Commentaries :**

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

Facsimile No. - No de télécopieur:

Telephone No. - no de téléphone:

Issuing Office - Bureau de distribution

Correctional Service Canada –
Regional Headquarters (Pacific)
PO Box 4500 Unit #100
33991 Gladys Avenue
Abbotsford, BC V2S 2E8

Building A-15 – Insulation & Fire Protection	
Solicitation No. - No. de l'invitation 21C82-15-0733	Date 04-Feb-2016
Client Reference No. - No. De Référence du Client 21C82-15-0733	
GETS Reference No. - No. de Référence de SEAG	
Solicitation Closes -L'invitation prend fin at - à Time Zone on - le February 18, 2016 at 2:00 PM PST	
F.O.B. - F.A.B.	
Address Enquiries to: - Adresser toutes questions à: Marguerite Ronholm Marguerite.Ronholm@csc-scc.gc.ca	
Telephone No. - No de téléphone 604.870.2556	Fax No. - No de FAX: 604.870.2444
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: 33344 King Road, Abbotsford BC	
This document contains a PERSONNEL SECURITY Clearance requirement.	
Delivery Required - Livraison exigée:	Delivery Offered - Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm : Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur :	



PART 1 – GENERAL INFORMATION

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Acceptance and Form: provides the bidder the form to submit their bid and includes the clauses and conditions that will apply to any resulting contract.

The Annex includes the Statement of Work.

Summary

Correctional Service Canada (CSC) has a requirement to remove existing Insulation and supply and install new Spray Insulation and Fireproofing at Matsqui Complex, Abbotsford BC.

Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

Bid Security – Not Applicable

For solicitations requiring Bid Security, the following conditions apply:

- Bid security is to be in the form of a bid bond or a cash security deposit in an amount equal to 10% of the tender amount.
- A Bid Bond must have original signatures and be issued by a company that is acceptable to the Government of Canada.
- A security deposit must be in the form of cash, a certified cheque, a bill of exchange, bank draft or money order payable to the Receiver General for Canada, or a bond issued by or guaranteed by the Government of Canada.

Bid and Acceptance Form

CSC uses the Bid and Acceptance Form for all construction contracts valued at \$40,000 or over.

- The contract documents are listed in the Bid and Acceptance Form.

Insurance

The scope of insurance coverage required is determined using forms from the Insurance Bureau of Canada (IBC) with riders for additional risks.

- Before beginning the work, contractors must provide a certificate of insurance proving that they are insured, and this must be done no later than 30 days after acceptance of their bid.
- The amount of any deductible is left to the discretion of the contractor and its insurer.



Workers Compensation Board and Safety Program:

The recommended Tenderer shall provide to the Contracting Authority, prior to Contract Award:

- a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or will be or who are anticipated to be present on the work site(s); and
- a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP. If none is required by law, a copy of a health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Tenderor certifies that it has been sent to the AHJ.

The recommended Tenderer shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3 to 5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise, at which time the Contracting Authority will be free to approach the next lowest responsive Tenderer.



PART 2 – BIDDER INSTRUCTIONS

Bid Documents:

The following are the bid documents:

- Invitation to Tender - Page 1;
- Special Instructions to Bidders;
- General Instructions to Bidders R2710T (2015-07-03) and;
- Bid and Acceptance Form and any Appendices attached thereto.

Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by these documents.

General Conditions and General Instructions:

General Instructions to Bidders are 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 Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Exceptions to General Conditions and General Instructions to Bidders incorporated by Reference:

Delete reference to “Public Works and Government Services Canada” and substitute “Correctional Service Canada”.

Bid Submission:

Bids must be submitted only to CSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bids are to be directed only to the bid receiving address specified above. Correctional Service Canada (CSC) will NOT assume responsibility for bids directed to any other location. **(Canada Post Priority Courier is not considered a Courier)**

Enquiries During the Solicitation Period:

Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of the General Instructions to Bidders, enquiries should be received no later than **five (5)** calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.



All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

OPTIONAL Site Visit:

It is recommended that the Bidder or a representative of the Bidder visit the work site. Site Visits will be available upon request, please contact the CORCAN Construction Office at 604-852-3802.

Revision of Bid:

A bid may be revised by letter or facsimile in accordance with GI10 of the General Instructions to Bidders. This must be submitted to the Contracting Officer.

Negotiations:

In the event that the lowest compliant tender exceeds the amount of funding Canada has allocated for the construction phase of the work:

by 15% or less, Canada, at its sole discretion, shall either

1. Cancel the tender call;
2. Obtain additional funding and, subject to the provisions of clause 11 of the General Instructions to Bidders, award the Contract to the Tenderer submitting the lowest compliant tender; or
3. Revise the scope of the work accordingly and negotiate, with the Tenderer submitting the lowest compliant tender, a corresponding reduction in its tendered price.

by more than 15%, Canada, at its sole discretion, shall either

1. Cancel the tender call;
2. Obtain additional funding and, subject to the provisions of clause 11 of the General Instructions to Bidders, award the Contract to the Tenderer submitting the lowest compliant tender; or
3. Revise the scope of the work accordingly and invite those who submitted compliant tenders at the original tender call to retender the work.

If negotiations or a re-tender are undertaken, Tenderers shall retain the same subcontractors and suppliers as they carried in their original tender submissions.

If Canada elects to negotiate a reduction in the tendered price and the negotiations fail to reach an agreement, Canada shall then exercise either of option 3.

Bid Validity Period:

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 shall have the option to either accept or reject the proposed extension.



If the extension referred to in paragraph 1 of Bid Validity Period is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.

If the extension referred to in paragraph 1 of Bid Validity Period is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

- Continue to evaluate the bids of those who have accepted the proposed extension and Seek the necessary approvals; or
- Cancel the invitation to tender.

The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of the General Instructions to Bidders.



PART 3 - BID AND ACCEPTANCE FORM / RESULTING CONTRACT CLAUSES

Identification:

- 1) Description of the Work: Insulation & Fire Protection Work under this contract will involve, but is not limited to, the following for the Correctional Service Canada (CSC):
Supply of all labour, material, tools, equipment, transportation, installation and supervision necessary to perform work as further detailed in the specification and drawings.
- 2) Location: Matsqui Complex A-15 Building
33344 King Road, Abbotsford BC
- 3) Solicitation Number: 21C82-15-0733

Business Name and Address of Bidder:

- 1) Name: _____
- 2) Address: _____

- 3) Telephone: _____ Fax: _____
E-Mail Address: _____
- 4) GST/HST Number: _____

The Offer (to be completed by Bidder):

- 1) The Bidder offers to Canada as represented by the Minister of Public Safety to perform and complete the Work for the above named project in accordance with the Bid Documents for the **Total Bid Amount** of \$ _____ excluding GST/HST which consists of:
 - The Lump Sum of \$ _____ for the work that is not designated in the Unit Price Table and therefore subject to a Lump Sum Arrangement; and
 - The Total Estimated Amount of \$ _____ for the portion of the Work that is subject to a Unit Price Arrangement. (Amount transferred from Appendix [] - Unit Price Table)
- 2) Any errors in the extension of the Price per Unit and the addition of the Estimated Total Price in the Unit Price Table shall be corrected by Canada in order to obtain the Total Estimated amount.
- 3) Any errors in the addition of the amounts in subparagraph shall be corrected by Canada to obtain the Total Bid Amount.



Bid Validity Period:

The bid shall not be withdrawn for a period of 60 days following the date of solicitation closing.

Resulting Contract Documents and Conditions:

The following are the resulting contract documents and resulting conditions:

- (a) Contract page when signed by Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - (I) GC1 General Provisions R2810D (2015-07-09);
 - (ii) GC2 Administration of the Contract R2820D (2016-01-28);
 - (iii) GC3 Execution and Control of the Work R2830D (2015-02-25);
 - (iv) GC4 Protective Measures R2840D (2008-05-12);
 - (v) GC5 Terms of Payment R2850D (2016-01-28);
 - (vi) GC6 Delays and Changes in the Work R2860D (2016-01-28);
 - (vii) GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
 - (viii) GC8 Dispute Resolution R2880D (2016-01-28);
 - (ix) GC9 Contract Security R2890D (2014-06-26);
 - (x) GC10 Insurance R2900D (2008-05-12)
- (e) Supplementary Conditions, if any;
- (f) Insurance Terms R2910D (2008-05-12);
- (g) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-05-25);
- (h) Schedules of Wage Rates for Federal Construction Contracts;
- (i) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (j) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (k) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

The documents identified by title, number and date in **Resulting Contract Documents and Conditions** 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 Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>. Delete references to PWGSC and replace with Correctional Service Canada (CSC).

Schedules of Wage Rates for Federal Construction Contracts is included by reference and May be accessed from the Website

<http://www.hrsc.gc.ca/asp/gateway.asp?hr=en/lp/lo/lswf/fw/schedule.shtml&hs=cgp>

The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.



Acceptance and Contract:

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in **Resulting Contract Documents and Conditions**.

Construction Time:

The Contractor shall perform and complete the Work no later than 31 March 2016.

Bid Security:

- 1) The Bidder shall enclose bid security with its bid in accordance with GI08 BID SECURITY REQUIREMENTS.
- 2) If the security furnished does not comply fully with the requirements referred to in paragraph 1) herein, the bid shall be disqualified.
- 3) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture of the security deposit.

Personnel Security:

The successful Contractor MUST:

- Provide personal data including the full name, date of birth, present address and other data as requested by the CSC representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) three days of request.
- Ensure that all persons working on site hold a valid security clearance issued by CSC Departmental Security.

In addition:

It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service of Canada will apply equally to the Contractor, its officers, servants and agents.

The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service of Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service of Canada premises or to Correctional Service of Canada documents will be withheld until clearance documentation is submitted and processed and the officer, servant or agent is deemed to meet the applicable reliability clearance standard.

The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service of Canada premises and/or to have access to any Correctional Service of Canada documents.



The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.

More particularly, the Contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of a penitentiary.

Health and Labour Conditions:

In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labor applicable to the performance of the Work or any part thereof.

The Contractor shall comply with all laws concerning health and labor conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

Health and Safety:

FOR WORK IN THE PROVINCE OF BRITISH COLUMBIA

Employer / Prime Contractor:

The Contractor shall, for the purposes of the Insulation & Fire Protection project and for the duration of the Work of the Contract:

1. Act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
2. Accept the role of Contractor/Principal Contractor/Constructor, where there are two or more employers involved in work at the same time and space at the worksite, in accordance with the Authority Having Jurisdiction; and
3. Agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the intent of GC3 - (Execution and Control of Work) to the Project Manager's order *to:
 - Accept, as the Contractor/Principal Contractor/Constructor, the responsibility for the Project Manager's other Contractor(s); or
 - Accept that the Project Manager's other Contractor is Contractor/Principal Contractor/Constructor and conform to that Contractor's Site Specific Health and Safety Plan.

* Definition of "order" is a "Change Order issued after the contract has been awarded"



Permits, Notifications and Safety Plan:

The Contractor shall provide to the Project Manager:

- prior to the pre-construction meeting, a transmittal and copy of the Advance Notification of Project form, contained herein, as sent to the Authority Having Jurisdiction (AHJ), unless this requirement is waived by the Project Manager; and
- prior to commencement of work and without limiting the terms of General Instructions to Bidders GI14 and GC4 - Protective Measures GC 4.2
 - copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or (AHJ); and
 - a site specific Health and Safety Plan which is acceptable to the AHJ, unless this requirement is waived by the Project Manager.

Workers' Compensation:

It is mandatory that every contractor contracted for work must have an account with the Provincial Worker's Compensation Board/ Commission, and coverage shall be extended to cover all employees.

Compliance with Applicable Laws:

The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also comply with all laws, regulations and rules applicable to the agents and servants of the Crown. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.

Unless otherwise provided in the contract, the Contractor shall 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.

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 fulfill 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.



Code of Conduct for Procurement:

The Bidder confirms that it has read the Code of Conduct for Procurement (<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tcm-toc-e.html>) and agrees to be bound by its terms.

The bidder certifies that:

- no corruption and no collusion took place in the preparation of its bid; and
- it has not committed an offence under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act

SIGNATURE

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

Signature

Date



BID AND ACCEPTANCE FORM - APPENDIX [1]

UNIT PRICE TABLE

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

- (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
- (b) Use a separate table for each item and provide a total estimated amount of all tables in section "The Offer - 1) bullet 2.
- (c) Work included in each item is as described in the referenced specification section.

Item Specification	
Reference	
Class of Labour, Plant or Material Unit of Measurement	
Estimated Quantity	
Price per Unit GST/HST extra	
TOTAL ESTIMATED AMOUNT	

Item Specification	
Reference	
Class of Labour, Plant or Material Unit of Measurement	
Estimated Quantity	
Price per Unit GST/HST extra	
TOTAL ESTIMATED AMOUNT	



Bid and Acceptance Form - Appendix [2]

List of Subcontractors

1) The Bidder will subcontract the parts of the work listed below to the subcontractor named for each part. The Bidder agrees not to make changes in the list of subcontractors without the written consent of the Departmental Representative. The Bidder understands that for each part of the work, if more than one subcontractor is named, or no subcontractor is named, or, the Bidder fails to state that the work will be done by its own forces where applicable, the bid will be disqualified.

(a) MASONRY WORK: Sections

Subcontractor: _____

Address: _____

(b) GYPSUM BOARD PARTITIONS AND CEILINGS SYSTEMS:

Subcontractor: _____

Address: _____

(c) EMCS (ENERGY MONITORING AND CONTROL SYSTEMS):

Subcontractor: _____

Address: _____

(d) MECHANICAL WORK:

Subcontractor: _____

Address: _____

(e) ELECTRICAL WORK:

Subcontractor: _____

Address: _____

OR

2) All Work as detailed will be done by our own forces without the use of sub-contractors.

Check box to confirm.



ANNEX “A” – SCOPE OF WORK

Work to include the following:

1. Remove and recycle existing Sheet Metal Roofing and Flashing.
2. Supply and Install new Sheet Metal Roofing, Flashings and Sealants.
3. And any related sections.

Notes:

1. Insulation on the underside of the existing roof cladding will be removed by others, prior to replacement of Sheet Metal Roofing.
2. Warehouse will remain operational during upgrade.
3. Only remove the amount of existing sheet metal roofing that can be replaced in the same day.

As per the Plans and Specification provided by Corcan from PWGSC:

Specifications:

Division 1 GENERAL REQUIREMENTS

- 01 01 50 General Instructions
- 01 14 10 Security Requirements
- 01 35 33 Health and Safety Requirements

Division 2 EXISTING CONDITIONS

- 02 41 00 Demolition for Minor Works

Division 7 THERMAL AND MOISTURE PROTECTION

- 07 61 00 Sheet Metal Roofing
- 07 62 00 Metal Flashing and Trim
- 07 92 10 Joint Sealing

PLANS: A-000 and A-501

All other Specifications are for reference only.