





## INVITATION TO TENDER

### IMPORTANT NOTICES TO BIDDERS

#### 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**

#### INTEGRITY PROVISIONS – BID

Changes have been made to the Integrity Provisions – Bid as of 2016-04-04. See GI01, Integrity Provisions – Bid of R2710T of the General Instructions for more information.

#### LISTING OF SUBCONTRACTORS

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

#### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>.



## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries During the Solicitation Period
- SI03 Mandatory Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Workers Compensation Board and Safety Program
- SI10 Web Sites

### R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (2017-09-21)

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

### SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security Access Requirements
- SC02 Insurance Terms
- SC03 Compliance with Applicable laws
- SC04 Workplace Safety and Health
- SC05 Tuberculosis Testing
- SC06 Information Guide for Contractors
- SC07 Closure of Government Offices
- SC08 Contractor's Performance Evaluation Report

### CONTRACT DOCUMENTS (CD)

#### BID AND ACCEPTANCE FORM (BA)

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



BA08 Signature

APPENDIX 1 – INTEGRITY PROVISIONS – LIST OF NAMES  
APPENDIX 2 – DEPARTMENTAL REPRESENTATIVES

ANNEX A – CERTIFICATE OF INSURANCE.  
ANNEX B – LISTING OF SUBCONTRACTORS  
ANNEX C – STATEMENT OF WORK  
ANNEX D – EVALUATION CRITERIA



## 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 (2017-09-21);
  - d. Clauses & Conditions identified in “Contract Documents”;
  - e. Bid and Acceptance Form and related Appendix(s); and
  - f. Any amendment issued prior to solicitation closing.

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

2. General Instructions – Construction Services – Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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

### SI03 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 Saskatchewan Penitentiary, 15th Street W, Prince Albert, SK. on **07-FEB-2018**. The site visit will begin at 14:00 CST. The meeting place is the Corcan Office located 500 meters south of the entrance (first building on the right).
- Bidders must communicate with the Contracting Authority no later than **02-FEB-2018** at 12:00 CST to confirm attendance and provide their company name as well as the name(s) of the person(s) who will attend. Bidders must sign an attendance sheet. Bidders must confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative 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.
- Attendees must have a valid government issued photo identification such as valid driver's license or passport. Attendees must show up 20 minutes in advance of meeting at Main Entrance of Saskatchewan Penitentiary.

### SI04 REVISION OF BID

A bid may be revised by letter in accordance with GI10 of R2710T. The mailing address for receipt of revisions is indicated on page 1. The revised bid must be received in its entirety before the solicitation closing date and time indicated on page 1.



### **SI05 Basis of Selection - Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of ten (10) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 25 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

#### **NOTES:**

- In the case where neither of the Bidders obtain the minimum points required, CSC reserves the right to negotiate with the lowest priced Bidder to award a contract.
- 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.

### **SI06 INSUFFICIENT FUNDING**

1. In the event that the lowest compliant bid exceeds the amount of funding allocated by Canada for the Work:
  - a) by 15% or less, Canada in its sole discretion may:
    - i. cancel the solicitation; or
    - ii. obtain additional funding and, subject to the provisions of GI10 of R2710T, award the Contract to the Bidder submitting the lowest compliant bid; and/or
    - iii. negotiate a reduction in the bid price and/or scope of work with the Bidder submitting the lowest compliant bid.
  - b) by more than 15%, Canada in its sole discretion may:
    - i. cancel the solicitation; or
    - ii. obtain additional funding and subject, to the provisions of GI10 of R2710T award the Contract to the Bidder submitting the lowest compliant bid; and/or
    - iii. revise the scope of work accordingly and invite Bidders who submitted a compliant bid to the initial invitation to tender to resubmit a bid.
2. If Canada decides to enter into negotiations or request that compliant bidders resubmit a bid as per paragraph 1.a) iii. or 1. b) iii., bidders must use the same subcontractors and suppliers as for their initial offer.
3. If Canada decides to negotiate a reduction in the bid price as per paragraph 1.a) iii. and an agreement satisfactory to Canada cannot be reached, Canada will exercise option 1. a) i. or 1. a) ii.

### **SI07 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 must have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 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. of SI07 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 under GI11 of R2710T

### **SI08 CONSTRUCTION DOCUMENTS**

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

### **SI09 WORKERS COMPENSATION BOARD AND SAFETY PROGRAM**

The recommended Bidder must provide to the Contracting Authority, prior to Contract Award:

- a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s), or Partners who will be or who are anticipated to be present on the work site(s); and
- b) 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 lieu of a COR or RSP. If none is required by law, a copy of the health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Bidder certifies that it has been sent to the AHJ.

The recommended Bidder must 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 Bidder.

### **SI10 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>



Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>  
Declaration Form  
<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY ACCESS REQUIREMENTS**

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel must submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC 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 acceptance of its bid, 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 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 reasonable 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.

**SC04 WORKPLACE SAFETY AND HEALTH**

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

**1. EMPLOYER/CONTRACTOR**

1.1. The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Saskatchewan, and for the duration of the Work:

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
  - 1.1.3.1 assume, as the Contractor, the responsibility for Canada's other Contractor(s); or
  - 1.1.3.2 accept that Canada's other Contractor is Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\*"order" definition: after contract award, Contractor is ordered by a Change Order

**2. SUBMITTALS**

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:



- 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
- 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

**3. LABOUR AUTHORITY CONTACT:**

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

<p><u>SASKATCHEWAN South</u></p> <p>Saskatchewan Labour Occupational Health and Safety Division 6th Floor, 1870 Albert Street Regina, SK, S3P 3V7 Attention: Chief Safety Southern Region Telephone:(306) 787-4481 Facsimile: (306) 787-2208</p>	<p><u>SASKATCHEWAN North</u></p> <p>Saskatchewan Labour Occupational Health and Safety Division 122 - 3rd Avenue North Saskatoon, SK, S7K 2H6 Attention: Chief Safety Northern Region Telephone: (306) 933-5050 Facsimile: (306) 933-7337</p>
--	---

**SC05 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.

**SC06 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).

**SC07 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.

### **SC08 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.



## 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	(2017-08-17);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2865D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2016-01-28);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Charges Under GC6.4.1	R2950D	(2015-02-25)
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. 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.



**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

SK Pen Restoration – Mechanical Work  
Saskatchewan Penitentiary, Prince Albert, SK, S6V 6G1  
Solicitation Number: 21C50-18-2806034

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Fax: \_\_\_\_\_

PBN: \_\_\_\_\_

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

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT OF:**

\$ \_\_\_\_\_ **EXCLUDING GST/HST**

Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

**BA04 BID VALIDITY PERIOD**

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

**BA05 ACCEPTANCE AND CONTRACT**

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

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete all Work by April 23rd, 2018.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions Construction Services – Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 1 – INTEGRITY PROVISIONS – LIST OF NAMES

**List of names:** all bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

---



---



---



---



---



---



---



---



---



---



## APPENDIX 2 – DEPARTMENTAL REPRESENTATIVES

### TO BE PROVIDED AT CONTRACT AWARD.

#### Contracting Authority is:

Name: Alexandre Giguere, CFSP

Title: Manager, Contracting Operations

Department: Correctional Service Canada

Division: National Headquarters (NHQ)

Telephone: 613 - 943 - 1441

E-mail: alexandre.giguere@csc-scc.gc.ca

#### Technical Authority is:

Name: Steve Young

Title: Construction Supervisor

Department: Correctional Service Canada

Division: Saskatchewan Penitentiary

Telephone: 306 - 765 - 8293

E-mail: steve.young@csc-scc.gc.ca



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

<b>CONTRACT</b>					
Description and Location of Work Window and Glass replacement Saskatchewan Penitentiary 15 <sup>th</sup> Street Street W Prince Albert, SK			Contract No. 21C51-18-2620100		
			Project No.		
Name of Insurer, Broker or Agent		Address (No., Street)	City	Province	Postal code
Name of Insured (Contractor)		Address (No., Street)	City	Province	Postal code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Safety</b>					

Type of insurance Required when checked		Insurer Name and Policy Number	Inception Date D/M/Y	Expiry D/M/Y	Limits of Liability		
<input checked="" type="checkbox"/>	Commercial General Liability Umbrella/Excess Liability				Per Occurrence \$5,000,000	Annual General Aggregate \$10,000,000	Completed Operations Aggregate \$5,000,000
<input checked="" type="checkbox"/>	Builder's Risk Installation Floater				\$TBD – Value of Contract		
<input type="checkbox"/>	Pollution				<input type="checkbox"/> Per Incident		Aggregate \$
<input type="checkbox"/>	Other types of insurance				\$		

**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 Her Majesty the Queen in Right of Canada as represented by the Minister of Public Safety Canada as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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

### Commercial General Liability.

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

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

- a) blasting;
- b) pile driving and caisson work;
- c) underpinning;
- d) removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater.

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

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

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

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

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

### Contractors Pollution Liability

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



### ANNEX B – LISTING OF SUBCONTRACTORS

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

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



## **ANNEX C – STATEMENT OF WORK**

### **1.0 Objective**

The Correctional Service of Canada (CSC) requires plumbing / mechanical work at Saskatchewan Penitentiary.

### **2.0 Background - Correctional Service Canada (CSC)**

- CSC contributes to public safety through the custody and reintegration of offenders. Specifically, CSC is responsible for administering court-imposed sentences for offenders sentenced to two (2) years or more. This includes both the custodial and community supervision of offenders with Long Term Supervision for periods of up to ten (10) years. CSC is currently responsible for approximately 15,000 incarcerated offenders and 7,000 offenders actively supervised in the community.
- The Mandate of CORCAN Construction is to provide employment and employability skills training to offenders incarcerated in federal penitentiaries. When deemed appropriate by CORCAN Construction, the Contractor may be required to assist in the Mandate by working with Offenders. The Offenders will be considered unskilled labour and the Contractor will help them gain knowledge and skills in the trade(s) being carried out. The Offenders are employed by CORCAN Construction and no financial obligations are required of the Contractor as a result of having them as part of the workforce. The Offenders are considered to have the potential to be productive upon receiving training necessary to their work and will be removed or replaced upon request from the Contractor should they not show improvement or interest in the work they are tasked with.

### **3.0 Scope**

The Work involves:

The Contractor must provide all necessary labour, material, tools and equipment required to successfully perform plumbing / mechanical work. This includes installations, removals, and repairs to new construction and renovations, as specified by the Project Authority.

### **4.0 Tasks**

The tasks the Contractor must perform include but are not limited to:

1. Application of required plumbing / mechanical Permits and submission of all required certifications;
2. Perform the installation of approximately 137 CORCAN supplied combi-unit cell toilets;
3. Perform the installation of approximately 2 CORCAN supplied cell toilets;
4. Perform the installation of approximately 137 CORCAN supplied cell sinks;
5. Supply and perform the installation of the required fixtures and drains for approximately 5 showers;
6. Supply and perform the installation of approximately 1 back flow preventer to main water supply of Range E;
7. Supply and perform the installation of the required fixtures/ drains/ etc. for approximately 5 laundry areas;
8. Supply and perform the installation of all the existing copper water lines and valves on the "E" range which must be replaced with a type "L" copper pipe and new valves. This includes 15 - 2-inch supply lines feeding the 4 story E block cells. Each line feeds 8 cells, and will require an isolation valve at each cell, so each cell can be shut off without disturbing the whole range. The Contractor must also effect the removal of the existing piping, concurrently.
9. Perform all other required plumbing / mechanical repairs and installations as requested and authorized by the Project Authority;
10. Upon completion of the work, the Contractor must provide a written confirmation under stamp of a Professional Engineer licenced in the Province of Saskatchewan which confirms that all work performed by the Contractor has been inspected and is compliant with the National Building Code as well as all applicable Provincial building code(s). The most stringent requirements must take precedence;



11. The Contractor must provide training to maintenance staff and user groups on operation and maintenance procedures on all new installations;
12. The Contractor must remove and dispose all rubbish or debris generated from the Work from the work site at the end of each work shift or as instructed by the Project Authority;
13. The Contractor must clean the work area and any other space that has been affected by their activity;
14. The Contractor may be required to produce or aide in the production of Site Safety Manuals;
15. The Contractor may be required to assist in the Mandate by working with Offenders;
16. After Contract award, the Contractor must provide the names of all personnel performing work complete with proof of their qualifications such as a Journey Certificate or the Interprovincial Journey Red Seal Certificate. A copy of these qualifications must be supplied to CORCAN CONSTRUCTION. The Project Authority reserves the right to verify and substantiate the qualifications of any person(s) performing Work.
17. The Contractor must ensure all labour assigned to the Work has received the applicable occupational health and safety training required by federal and provincial laws for construction and work in industrial and commercial sites.

#### 4.1 Deliverables

Deliverables will be specified by the scope of work. All text deliverables must be delivered in both hard and electronic copy.

All Deliverables must be done with Microsoft Suite products and other formats to be specified by the Project Authority. Specific deliverables include, but are not limited to the following:

1. Shop drawings and manufacturer's instructions and specifications for all new installations;
2. A written confirmation under stamp of a Professional Engineer licenced in the Province of Saskatchewan which confirms that all work performed by the Contractor has been inspected and is complaint with the National Building Code as well as all applicable Provincial building code(s);
3. Site Safety Manuals as required by the Project Authority;
4. The names of all personnel performing work complete with proof of their qualifications such as a Journey Certificate or the Interprovincial Journey Red Seal Certificate; and
5. Other deliverables, related to the Work, as requested by the Project Authority.

#### 4.2 Conduct of the Work – Standards of Principle

1. All work is subject to the inspection and acceptance by the Project Authority. If the Contractor has to correct or replace any Work due to poor workmanship, it will be at no cost to CORCAN.
2. All Work must be performed to the standard required by all applicable code(s) or prescribed by specifications.
  - a. If neither is applicable, then the Work will be equal in kind, quality, and finish to that of the existing property or standards.
  - b. The Contractor must notify the Project Authority of all defects, faults, code violations, and irregularities which arise during the performance of the Work.
3. The Contractor must warrant that all Work performed will be, at the time of acceptance, free from defects in workmanship. The warranty is "one year parts and labour for new parts installed and 30 days for labour repairs.
4. Where the Work affects occupied portions of a building, the Contractor must ensure continuity of building services and necessary access for personnel and vehicles, to the extent possible.
5. The Contractor may have to liaise or collaborate with other contractors or employees of the Crown sent on to the worksite.
6. The Contractor must perform the Work to meet or exceed the requirements of the following codes and standards. In the event of a conflict between any of the codes or standards, the most stringent will apply. The latest edition of each will be enforced during the period of the Work:
  - i. Canada Standards Association
  - ii. Canadian Environmental Protection Act
  - iii. National Building Code of Canada, National Fire Code, Canadian Electrical Code
  - iv. Provincial and Territorial Acts and Regulations
  - v. Material and workmanship must conform to or exceed applicable standards of Canadian Society for Testing Material (ASTM)
  - vi. Equipment or system manufacturer's recommendations, instruction manuals and/or leaflets



- vii. Municipal Regulations, Codes and Acts, CORCAN Construction's safety program, the construction safety in accordance with the Occupational Health and Safety Acts and Regulations, Workers/Workmen's
- viii. Compensation Board, (WHSCC)

## 5.0 Location of Work

The work must be performed at:

### **Saskatchewan Penitentiary (Max/Med)**

15th Street West  
PO Box 160  
Prince Albert, Saskatchewan  
S6V 5R6

## 6.0 Constraints

The following constraints must be taken into account in the performance of the Work:

### 6.1 Language Requirements

Consistent with the requirements of the Official Languages Act, the Contractor must communicate in the official language chosen by each CSC location, English or French, such that:

- Verbal communications with CSC sites and personnel must be in English.
- Written communications with all CSC sites and personnel must be in English.
- All meetings, telephone or teleconference discussions, email correspondence, and other communications with the Project Authority must be conducted in English.

### 6.2 Documentation Requirements

The Contractor must provide documentation to the Project Authority in the following formats:

1. All proposals, reports, spreadsheets, and general communication documentation between the Contractor and the Project Authority in a form compatible with Microsoft Office Suite.
2. All technical documentation (e.g. as-built drawings, technical specifications, design drawings, etc.) in AutoCAD 2013 or a form compatible with Microsoft Office Suite.

### 6.3 Institutional Security / Lockdown / The CSC Environment

- **Institutional Operations:** The contractor must take every precaution to minimize any disturbance to institutional operations. The contractor and their plumbing / mechanical As CSC Institutions are in operation on a 24 hours per day, 7 days per week, 365 days a year basis, special attention must be paid to ensure that any Work has limited impact on the daily operation of the Institution.
1. The Contractor must be aware that they may be faced with delay or refusal of entry to certain areas at certain times (e.g., institutional lockdown or other security related emergencies) even if prior arrangements for access may have been made.
    - The Contractor(s) must call a minimum of 24 hours in advance of their visit to ensure that planned access is still available.
    - If access is unavailable once they have arrived on-site, the Contractor(s) will adopt a workaround plan identified by the institution in question.
    - With the exception of sites located in remote locations, work at a nearby facility may be required.
    - Where remote sites are concerned, the Contractor(s) must confirm if an alternate site or re-attempt is required.



2. The Contractor and all of their resources that will be working onsite must attend a security briefing that will orient them to the security requirements of working in the CSC Institutional environment. This security briefing may require up to (5) working days to organize.
3. CSC Institutional Security has the right to remove any of the Contractor's employees from the worksite for any reason of security concerns, notwithstanding the results or status of any security screening in respect to their employees.
4. The Contractor must comply with all applicable standing orders or other regulations in force on the site where the Work 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.
5. The Contractor must follow all Tool and Equipment Security protocols in place which include but may not be limited to:
  - The provision of a complete list of all tools and equipment brought to the work site;
  - All tools and equipment must be kept under constant supervision;
  - If permitted by Security, the storage of tools and equipment must be in lockable tool boxes; and
  - Provide assistance in tool/equipment checks by CSC security personnel.

### **6.3 Worksite Safety**

1. The Contractor may be required to provide, erect, and maintain necessary barricades and signage.
2. The Contractor must ensure all necessary precautions are in place for the protection of the work and the safety of the staff and public.
3. The Contractor must ensure that all applicable personal protective equipment (PPE) is employed and ensure that all workers and authorized personnel are notified of and abide by the safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes which are in force on the worksite.

### **7.CSC to Provide / Applicable Documents:**

1. An orientation walkthrough of the worksite.
2. A list of all required repairs and installations.
3. The location of all areas which require the Contractor's attention.



ANNEX D – EVALUATION CRITERIA				
Mandatory Criteria				
		Yes	No	Comments
M1	<p>The Bidder must present all required license(s) to perform plumbing and mechanical work in the Province of Saskatchewan.</p> <p><b>Bidders must include a copy of all required license(s) with their bid.</b></p>			
M2	<p>The Bidder must have a minimum of five (5) years of combined experience performing both plumbing and mechanical work.</p> <p><b>Bidders must provide the following details as to how the stated experience was obtained:</b></p> <ol style="list-style-type: none"> <li>1. Name of the client or Department and contact information;</li> <li>2. The total number of years of experience performing the above mentioned.</li> <li>3. The start and end dates of the assignment(s);</li> <li>4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;</li> <li>5. A reference that can confirm the proposed resource's experience.</li> </ol> <p><b>The Bidder's experience must have been acquired in the past fifteen (15) years prior to date of bid closing.</b></p>			
M3	<p>The Bidder must demonstrate that it holds at least \$2,000,000.00 CDN in professional and civil liability insurance.</p> <p><b>Bidders must include a copy of their insurance documents with their bid.</b></p>			
M4	<p>All of the Bidder's proposed Journeyman staff who will perform work on CSC-CORCAN sites must have a valid Journeyman's License in the province where the work is to be performed.</p> <p><b>Bidders must include a copy of all required license(s) with their bid.</b></p>			
M5	<p>All of the Bidder's proposed Journeyman staff who will perform work on CSC-CORCAN sites must have valid certifications in Workplace Hazardous Materials Information Systems (WHMIS), Safety Orientation, and Fall Arrest.</p> <p><b>Bidders must include a copy of all required certifications with their bid.</b></p>			
Mandatory Personnel Experience				
M6	<p>The Bidder's proposed Licensed Plumber must have a minimum of ten (10) years of experience performing commercial and/or industrial work. Of those ten (10) years, at least five (5) years must have been as a foreman leading and planning projects.</p> <p><b>Bidders must provide the following details as to how the stated experience was obtained:</b></p> <ol style="list-style-type: none"> <li>1. Name of the client or Department and contact information;</li> <li>2. The total number of years of experience performing the above mentioned.</li> <li>3. The start and end dates of the assignment(s);</li> <li>4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;</li> <li>5. A reference that can confirm the proposed resource's experience.</li> </ol> <p><b>The Bidder's experience must have been acquired in the past</b></p>			





	<b>fifteen (15) years prior to date of bid closing.</b>			
<b>M7</b>	<p>The Bidder's proposed Apprentice Plumber must have a minimum of two (2) years of training in commercial or industrial environments.</p> <p><b>Bidders must provide the following details as to how the stated experience was obtained:</b></p> <ol style="list-style-type: none"> <li>1. Name of the client or Department and contact information;</li> <li>2. The total number of years of experience performing the above mentioned.</li> <li>3. The start and end dates of the assignment(s);</li> <li>4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;</li> <li>5. A reference that can confirm the proposed resource's experience.</li> </ol> <p><b>The Bidder's experience must have been acquired in the past five (5) years prior to date of bid closing.</b></p>			
	<b>Rated Criteria</b>	<b>Max Points</b>	<b>Received</b>	<b>Comments</b>
<b>R1</b>	<p>The Bidder has experience above and beyond that which is required in M2.</p> <p><b>Bidders must provide the following details as to how the stated experience was obtained:</b></p> <ol style="list-style-type: none"> <li>1. Name of the client organization(s) and contact information;</li> <li>2. The total number of years of experience performing the above mentioned.</li> <li>3. The start and end dates of the assignment(s);</li> <li>4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;</li> <li>5. A reference that can confirm the proposed resource's experience.</li> </ol> <p><b>The Bidder's experience must have been acquired in the past fifteen (15) years prior to date of bid closing.</b></p>	1 point per year up to a maximum of 10 points		
<b>R2</b>	<p>The Bidder has completed projects in which they performed both plumbing and mechanical work in a <u>secure environment</u>* similar to that of CSC's requirement.</p> <p><b>The Bidder must provide the following details as to how the stated experience was obtained:</b></p> <ol style="list-style-type: none"> <li>1. Name of the client organization(s) and contact information;</li> <li>2. Start and end date of the project;</li> <li>3. Nature and scope of the project;</li> <li>4. A professional reference that can attest the Bidder's experience.</li> </ol> <p><u>*Secure environments</u> considered similar in their security approach and profile are:</p> <ol style="list-style-type: none"> <li>a. Prisons, jails, detention centres, or equivalent correctional institutions</li> <li>b. Courthouses</li> <li>c. Ports, secure shipping facilities, and border crossings</li> <li>d. Airports</li> <li>e. Nuclear facilities</li> <li>f. Hospitals</li> </ol>	5 points per project up to a maximum of 15 points		



	g. Casinos h. Government critical infrastructure projects including, but not limited to: defence establishments, power distribution facilities, and government buildings.  <b>The project must have been completed in the fifteen (15) years prior to date of bid closing.</b>			
	<b>Total Score</b>	/25		
	<b>Minimum Score required to pass rated criteria: 10 points</b>			