

Service correctionnel Canada

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

VIA EMAIL TO: Sandra.Wilford@csc-scc.gc.ca

INVITATION TO TENDER INVITATION À SOUMISSIONNER

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 therefore.

Soumission à : Service correctionnel du Canada

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

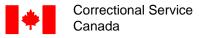
Telephone # — N° de téléphone :

Fax # — N° de télécopieur :

Email / Courriel : ___

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

Invitation No. — N ^o	^o . de l'invitation	Date :
21C42-19-3251576/	/Α	02-August-2019
Client Reference N	lo. — Nº. de référe	-
3251576		
GETS Reference N	o. — Nº. de référei	nce de SEAG
nvitation Closes –	– L'invitation pren	d fin
at /à : 2:00 PM (E	EDT)	
on / le: 20-August	t-2019	
F.O.B. — F.A.B.		
Plant – Usine:	Destination: X	Other-Autre:
Address Enquiries	to — Soumettre to	outes questions à:
Sandra Wilford Sandra.Wilford@c:	50-500 00 C3	
Telephone No. – Nº d		ax No. – Nº de télécopieu
604.870.6130 Destination of Goods		·
604.870.6130	s, Services and Cons	truction:
604.870.6130 Destination of Goods	s, Services and Cons	truction:
604.870.6130 Destination of Goods Destination des bien	s, Services and Cons s, services et constru	truction:
604.870.6130 Destination of Goods Destination des bien Collins Bay Institut	s, Services and Cons s, services et constru tion, Kingston ON prein	truction:
604.870.6130 Destination of Goods Destination des bien Collins Bay Institut	s, Services and Cons s, services et constru tion, Kingston ON prein	truction:
604.870.6130 Destination of Goods Destination des bien Collins Bay Institut	s, Services and Cons s, services et constru- tion, Kingston ON prein tx présentes	truction: uction : Delivery Offered – Livrai proposée : Voir aux
604.870.6130 Destination of Goods Destination des bien Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein	s, Services and Cons s, services et constru- tion, Kingston ON grein ax présentes Livraison exigée :	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig	truction: uction : Delivery Offered – Livrai proposée : Voir aux
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON arein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : poposée : Voir aux présentes on on behalf of Vendor/Fir rnisseur/de l'entrepreneur
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON arein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir rnisseur/de l'entrepreneur tle / Titre
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON trein ix présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir rnisseur/de l'entrepreneur tle / Titre
604.870.6130 Destination of Goods Destination des biens Collins Bay Institut Instructions: See He Instructions : Voir au Delivery Required — See herein Name and title of per Nom et titre du signa	s, Services and Cons s, services et constru- tion, Kingston ON arein ax présentes Livraison exigée : son authorized to sig taire autorisé du fou	truction: uction : Delivery Offered – Livrai proposée : Voir aux présentes gn on behalf of Vendor/Fir rnisseur/de l'entrepreneur tle / Titre



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 R2410T of the General Instructions for more information.

LISTING OF SUBCONTRACTORS

As per GI06 of R2410T 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.

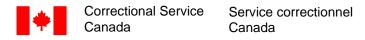


TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries During the Solicitation Period.
- SI03 Optional 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

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) - (2019-05-30)

The following GI's are included by reference and are available at the following Web Site <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- G104 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage
- GI16 Code of Conduct for Procurement-bid



CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Institutional Access Requirements
- SC02 Insurance Terms
- SC03 Compliance with applicable laws
- SC04 Workers Compensation
- SC05 Tuberculosis Testing
- SC06 Information Guide for Contractors
- SC07 Closure of Government Offices
- SC08 Contractor's Performance Evaluation Report
- SC09 Term of the Contract
- SC10 Progress Payment

BID AND ACCEPTANCE FORM (BA)

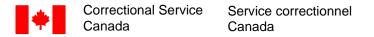
- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period.
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Signature

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

ANNEX A - CERTIFICATE OF INSURANCE.

ANNEX B - LISTING OF SUBCONTRACTORS ANNEX C - SCOPE OF WORK

ANNEX D - DOCUMENTS AND DRAWINGS



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, R 2410T (2019-05-30)
 - 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.

- General Instructions Construction Services R2410T 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: <u>https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>
- 3. Tenders received by email will be accepted as official.

R2410T section GI07, add following paragraph;

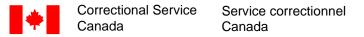
- 5. Tenders received by email will be accepted as official and must meet the following requirements
- a. Must be completed on the Bid and Acceptance Form

b. Must indicate

- Solicitation number
- Bidder's name
- Closing Date and Time
- c. The complete tender must be received before tender closing time at the email address indicated on page 1.
- 1.

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 GI13 of R2410T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.



SI03 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Collins Bay Institution, 1455 Bath Rd, Kingston, on 13-August-2019. The site visit will begin at 9:00AM EDT at the Site Office.

Bidders are requested to communicate with the Contracting Authority no later than 09-August-2019 at 4:00PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

SI04 REVISION OF BID

A bid may be revised by email in accordance with GI08 of R2410T. The email 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 BID RESULTS

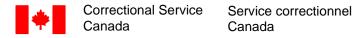
- 1. The responsive bid carrying the lowest price will be recommended for contract award.
- 2. CSC will send an official letter by email to unsuccessful bidders to inform them of the name of the winning bidder as well as the total contract value.

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 GI08 of R2410T, 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 GI08 of R2410T 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 or under GI09 of R2410T.

SI08 CONSTRUCTION DOCUMENTS

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.

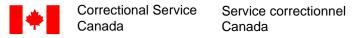
The Contractor must check the existing building dimensions before starting work and ordering any materials. The Contractor must report discrepancies affecting the work shown on the drawings to the CSC Project Manager for clarification and final decision. It is the responsibility of the Contractor to 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:

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

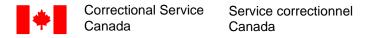
Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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



CONTRACT DOCUMENTS (CD)

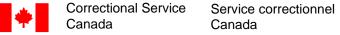
- 1. The following are the contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;

d.	Gene	ral Conditions and clauses		
	GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
	GC2	Administration of the Contract	R2820D	(2016-01-28);
	GC3	Execution and Control of the Work	R2830D	(2018-06-21);
	GC4	Protective Measures	R2840D	(2008-05-12);
	GC5	Terms of Payment	R2550D	(2016-01-28);
	GC6	Delays and Changes in the Work - Construction Services	R2865D	(2019-05-30);
	GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
	GC 8	Dispute Resolution	R2882D	(2016-01-28);
	GC 9	Insurance	R2900D	(2008-05-12);
	Allowa	able Costs for Contract Charges Under GC6.4.1	R2950D	(2015-02-25)
	Suppl	ementary Conditions		

- 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.



SUPPLEMENTARY CONDITIONS (SC)

SC 01 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.
- Proof of Insurance 3.
 - (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 or any other CSC web page designated for such purpose.

SC04 WORKERS COMPENSATION

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.

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.

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.

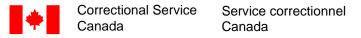
Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

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.

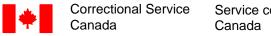
SC09 TERM OF THE CONTRACT

The term of the Contract is from Date of Contract Award to 31-October-2019 inclusive.



SC10 PROGRESS PAYMENT

- 1. On the expiration of a payment period, the Contractor shall deliver to Canada
 - a. a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
 - b. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as " subcontractors and suppliers", have been fully discharged.
- 2. Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to 90 percent of the value that is indicated in Canada's progress report.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION Hazardous Materials Abatement, Remediation and Disposal **Collins Bay Institution, Kingston ON** 1455 Bath Rd, Kingston ON

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _		<u> </u>	
Address: _			
_			
Telephone:			
relephone.			
Fax:			
PBN:			
E-mail addre	ess:		

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 applicable taxe(s). (amount in numbers)

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 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

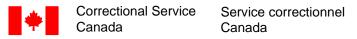
The Contractor must perform and complete the Work from Date of Contract Award to 31-October-2019 inclusive.

BA07 SIGNATURE

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

Signature

Date

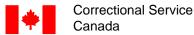


APPENDIX 1 – DEPARTMENTAL REPRESENTATIVES

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is:

Name:	
Title:	
Department:	
Division:	
Telephone:	··
E-mail:	
Technical Auth	<u>ority is:</u>
Name:	
Title:	
Department:	
Division:	
Telephone:	··
E-mail:	



APPENDIX 2 – INTEGRITY PROVISIONS – LIST OF NAMES

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

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

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



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

PAGE 1 of 2

CONTRACT							
Description and Location of Work				Contract No.			
Hazardous Materials Abatement, Remediation and				21C42-19-3251576/A			
	Disposal						
Col	Iins Bay Institu				Project No.		
1455 Bath Rd, Kingston ON							
Nam	e of Insurer, Broker	or Agent	Address	(No., Street)	City	Province	Postal code
Nom	e of Insured (Contra	octor)	Addross	(No., Street)	City	Province	Postal code
man			Audress	(NO., Street)	City	FIOVINCE	F USIAI COUE
	tional Insured						
Her	Majesty the Queen	in Right of Canada as r	epresented by	y the Minister of	of Public Safety		
	vpe of insurance Required when	Insurer Name and	Inception	Expiry			
-	checked	Policy Number	Date D/M/Y	D/M/Y		Limits of Liability	
			2,111		Per Occurrence	Annual General	Completed
					\$	Aggregate	Operations
	Commercial					\$	Aggregate \$
\checkmark	General Liability				\$		
	Umbrella/Excess				φ	\$	
	Liability						\$
I	Builder's Risk						
	Installation Floater				\$		
					Per Incident Aggregate		
\checkmark	Pollution				\$		\$
	Other types of						1
	insurance (list other types of						
	insurance if				\$		
	required						
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in							
	erage.	ce coverage's stated on	page 2 of this	certificate of	insurance, including	advance notice of cand	cellation / reduction in
Nam	e of person authoriz	ed to sign on behalf of In	surer(s)		Telephone N	lumber	
	(Officer, Agent, Broker)						
	Signature Date (D/M/Y)						



CERTIFICATE OF INSURANCE (not required at solicitation closing)

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

PAGE 2 of 2

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.

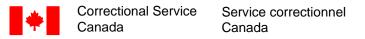
The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

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" (<u>https://buyandsell.gc.ca/policy-and-guidelines/standards-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</u>).

Contractors Pollution Liability

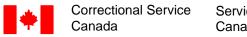
The policy must have a limit usual for a contract of this nature, but no less than \$1,000,000 per incident or occurrence and in the aggregate.



ANNEX B – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI06 Listing of Subcontractors and Suppliers of R2410T General Instructions Construction Services, 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.

	Sub-contractor	Division	Estimated Value
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



ANNEX C – Scope of Work Hazardous Materials Abatement, Remediation and Disposal

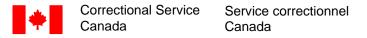
General Information

The Correctional Service of Canada (CSC) CORCAN requires abatement, remediation and disposal of Hazardous Materials (Asbestos) to building F-20 (Chicken Barn) at Collins Bay Institution, 1455 Bath Rd, Kingston ON.

Scope of Work

The Contractor must provide all necessary tools, equipment, permits/fees, licenses, services, materials and labour to execute, complete in a careful and workmanlike manner the abatement, remediation and disposal of Hazardous Materials for Building F-20 at Collins Bay Institution

- 1. The Contractor must remove and dispose of all Asbestos/Hazardous material that is on the ceiling of the barn (approximately 12,000ft²).
- 2. The Contractor must remove and dispose of all insulated products above the ceiling (fiberglass).
- 3. The Contractor must remove and dispose of all electrical outside the electrical room: conduit, switches, outlets, lights, wire, and motors, excluding the main feed for the building.
- 4. All removals must be disposed of off CSC grounds. For any hazardous material (e.g. asbestos) it is to have paper work supporting that it was disposed of at a registered disposal site.
- 5. The Contractor must conduct all testing for all abatement work.
- 6. The Contractor must review all Drawings.
- 7. The Contractor must provide a complete project schedule five (5) business days after award of contract for approval by the Project Authority.
- 8. The Contractor must submit a health and safety plan that identifies any hazards and details on how these hazards will be mitigated.
- 9. The Contractor must submit site specific asbestos and lead exposure control plan to CORCAN for review on award of project.
- 10. The Contractor must submit hazardous material management plan that identifies hazardous material, usage, location, personal protective equipment requirements, Health and Safety Plan and disposal arrangements on award of project.
- 11. Disposal of any removed material must be carried out using the highest standard in regards to landfill waste diversion, reusing, recycling, and comply with applicable transportation and environmental legislation (federal and provincial).
- 12. The Contractor must provide copies of waste manifests to the Project Authority.
- 13. The Contractor must ensure that Transportation of Dangerous Goods regulations are followed. *Institution may request qualification proof for transporter.
- 14. The Contractor must provide an Environmental Protection Plan that identifies tasks to be performed, associated potential risks and mitigation measures to address those risks. The EPP must address: spill potential, risk protection and response associated with any vehicle fluids from elevating devices and delivery trucks as well as providing a waste management plan (copy of waste manifests).

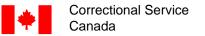


- 15. All applicable Federal and Provincial safety codes must be adhered to.
- 16. The Contractor must maintain compliance of site procedures regarding potential hazardous work locations and situations.
- 17. The Contractor must provide Final test report of the affected areas for contract completion.
- 18. Room's 106, 111, 112, 113, and 114 are excluded from this scope of work.
- 19. Work must be performed during regular working hours of 7:30am 4:00pm Monday to Friday; schedule must be pre-approved by Project Authority.

Documentation:

Certificate of Analysis F20-001 to F20-003 Photos of existing condition

Drawings FF20 Laying House



ANNEX D – DOCUMENTS AND DRAWINGS

Separate attachment