



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

Service correctionnel du Canada
Direction des ressources matérielles
250, montée St-François
Laval (Québec) H7C 1S5
Téléphone : 450-661-9550, poste 3953

COURRIEL :

GEN-QUE307Soumissions@CSC-SCC.GC.CA
(10MB maximum par courriel)

**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

Title — Sujet : New system of climatisation	
Invitation No. — N°. de l'invitation 21301-22-3919059-A	Date : February 22, 2022
Client Reference No. — N°. de référence du client 21301-22-3919059-A	
GETS Reference No. — No. de référence de SEAG PW-22-00985831	
Invitation Closes — L'invitation prend fin at / à : 14:00 Eastern Daylight Time (EDT) on / le : March 21 , 2022	
F.O.B. — F.A.B. Plant – Usine :	Destination : Other – Autre :
Address Enquiries to — Soumettre toutes questions à : Karine Clément Agente régionale, Contracting & Materiel Services Karine.Clement@csc-scc.gc.ca	
N° de téléphone : (514) 235-8177	N° de télécopieur : (450) 664-6626
Destination of Goods, Services and Construction: Destination des biens, services et construction : Correctional Service of Canada Centre Correctionnel Communautaire Sherbrooke 2190 rue Sherbrooke Est Montréal (Québec) H2K 1C7	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
_____ Name / Nom Title / Titre	
_____ Signature Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



INVITATION TO TENDER

IMPORTANT NOTICES TO BIDDERS

SACC MANUAL CLAUSE A3080T (2021-11-29) – COVID-19 VACCINATION REQUIREMENT

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to contract award will render the bid non-responsive.

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 Request for Quotation (RFQ) 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 2021-04-01. 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>.



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R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (2021-04-01)

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

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the bid documents:
 - a. Request for Quotation - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions – Construction Services – Bid Security Requirements, R2710T (2021-04-01)
 - d. Clauses & Conditions identified in “Contract Documents”;
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Quotation - 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 Request for Quotation - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 MANDATORY SITE VISIT

A9040T (2021-11-29) – 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 Centre Correctionnel Communautaire Sherbrooke 2190 rue Sherbrooke Est, Montréal(QC) H2K 1C7 le on **March 10, 2022**. The site visit will begin at **10:00**.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel.

The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than **March 8 2022 at 14:00** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the following certification:



I, _____ (first and last name), as the representative of _____ (name of business) pursuant to **21301-22-3919059-A**, warrant and certify that all personnel that will attend this site visit on the business' behalf are:

(a) fully vaccinated against COVID-19; or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site.

Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit 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.

If mandatory health and safety protection is to be worn by visitors and wearing a mask is mandatory.

SI04 REVISION OF BID

A bid may be revised by letter in accordance with G110 of R2710T. 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 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 Request for Quotation 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 Request for Quotation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under 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 NOTIFICATION OF THE COMMISSION DE LA CONSTRUCTION DU QUÉBEC

Without restricting the requirements in the General Conditions herein, the successful Bidder must send the information listed below to the office of the Commission de la Construction du Québec (CCQ) within seven (7) business days of the date at which the contract was awarded.

Commission de la Construction du Québec
Directeur
Direction de la coordination stratégique des opérations
8485, Christophe-Colomb
Montréal (Québec) H2M 0A7
Tel. : 514-341-7740, Ext.: 6477
Fax : 514-736-6739
E-mail : Francine.Labbee@ccq.org

The information sent must include but not be limited to:

Contract Identification Number;
Contractor's Name;
Description of Work;
Location where the work will be performed;
Contract Period;
Price Determination (hourly rates, regular and overtime).

Or a complete copy of the contract

CSC reserves the right to verify that this requirement has been met. Should the Contractor have omitted or refuses to send the said information, the contract may be cancelled.

SI10 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 three (3) to five (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.



SI11 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§ion=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>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.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. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2021-12-02);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work – Construction Services	R2865D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Charges Under GC6.4.1	R2950D	(2015-02-25)
	Supplementary 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)

SC01 INSTITUTIONAL ACCESS REQUIREMENTS

1. NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
2. Contractor personnel shall submit to a 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 SUPPLEMENTAL GENERAL CONDITIONS 4013 (2021-11-29) – COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES – apply to and form part of the contract

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

SC03 SUPPLEMENTAL GENERAL CONDITIONS 4014 (2021-11-29) – SUSPENSION OF THE WORK – COVID-19 VACCINATION REQUIREMENT CERTIFICATION – apply to and form part of the contract

These Supplemental General Conditions apply to the COVID-19 Vaccination Requirement Certification.

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) GC7.1 Taking the Work Out of the Contractor's Hands or GC7.3 Termination of Contract of general conditions R2870D.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

SC04 SACC MANUAL CLAUSE A3015C (2021-11-29) – CERTIFICATIONS – CONTRACT

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

SC05 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.

SC06 COMPLIANCE WITH APPLICABLE LAWS:

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

SC07 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.

SC08 TUBERCULOSIS TESTING:

It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfil the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.



Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

SC09 INFORMATION GUIDE FOR CONTRACTORS

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC, will complete the applicable Module(s) and retain the signed checklist(s) from the CSC Information Guide for Contractors” [website: www.bit.do/CSC-EN](http://www.bit.do/CSC-EN).

SC10 CLOSURE OF GOVERNMENT OFFICES

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

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

SC11 CONTRACTOR'S PERFORMANCE EVALUATION REPORT

CSC will evaluate the Contractor's performance during the execution of the work and when it is completed using PWGSC – TPSGC form 2913 “Contractor Performance Evaluation Report Form (CPERF)”. This evaluation will be based on the quality of the execution of the work, timeliness, management of on-site health and safety and the general management of the Contractor's work in relation to the effort required by the Department's employees in the administration of the contract. A completed performance evaluation report will be sent to the Contractor when the work has been completed for all projects.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project Title: **New system of climatisation**

Bid Solicitation Number: **21301-22-3919059/A**

Project Number: **277-30101**

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

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 applicable tax(es).
(amount in numbers)

including the following addendum: _____

and a detail breakdown of costs (attached as Annex F).

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 within twelve **(12) weeks** from the date of notification of acceptance of the offer.

BA07 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.

Name of the company administrators :

Title of the administrator :



APPENDIX 2 – DEPARTMENTAL REPRESENTATIVES

Contracting Authority is:

Name: Karine Clément
Title: Contracting & Materiel Services
Department: Correctional Service of Canada
Division: Material Management Directorate
Telephone: (514) 235-8177
E-mail: Karine.Clement@csc-scc.gc.ca

Technical Authority is: *(to be completed upon the contract's award)*

Name: _____
Title: _____
Department: _____
Division: _____
Telephone: _____ - _____ - _____
E-mail: _____



APPENDIX 3– COVID-19 VACCINATION REQUIREMENT CERTIFICATION

Bidders must provide the required certification and additional information to be awarded a contract.

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

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

1. Certifications Precedent to Contract Award and Additional Information

The certification and additional information listed below should be submitted with the bid, but may be submitted afterwards. If the required certification or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certification or the additional information listed below within the time frame provided will render the bid non-responsive.

2. SACC Manual clause A3081T (2021-11-29) – COVID 19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide the COVID-19 Vaccination Requirement Certification for this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (21301-22-3919059-A), warrant and certify that all personnel that
_____ (name of business) will provide on the resulting Contract who access
federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the **Canadian Human Rights Act**, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default



under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below *is not* a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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

CONTRACT					
Description and Location of Work Perform the work as outlined in the plans, dates and specification dated February 17, 2022, which are part of this contract, by providing the skilled labor, expertise, materials, transportation, machinery, equipment, accessories and all other supplies or knowledge necessary to perform the work. The work will take place at Institution : Centre Correctionnel Communautaire Sherbrooke 2190 rue Sherbrooke Est Montréal (Québec) H2K 1C7			Contract N° :		
			21301-22-3919059-A		
			Project No.		
			377-30101		
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 Her Majesty the Queen in Right of Canada as represented by the Minister of Public Safety					

Type of insurance Required when checked	Insurer Name and Policy Number	Inception Date D/M/Y	Expiry D/M/Y	Limits of Liability		
				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk <input type="checkbox"/> Installation Floater				\$		
<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 - SCOPE OF WORK

GENERAL INFORMATION

The Contractor must perform work as outlined in the plans and specification dated February 17 2022, which are part of this Request for Quotation, by providing the skilled labor, expertise, materials, transportation, machinery, equipment, accessories and all other supplies or knowledge necessary to perform the work.

SCOPE OF WORK

See attached PDF document

ANNEX D – SPECIFICATIONS

Attached are the PDF document “*New system of climatisation*” for the work required.

ANNEX E – DRAWINGS

The DRAWINGS for the work required are provided as a separate attachment.

The DRAWINGS are to be referenced along with the ANNEX C – SCOPE OF WORK and the ANNEX D - SPECIFICATIONS.



ANNEX F –TENDERS FORMS

Project:	New system of climatisation	
Project number:	377-30101	
Description :		Cost
1. General conditions (site organization, supervision, overheads, insurance, etc.)		
2. Architectural work (painting, gypsum, etc.)		
3. Plumbing		
4. Ventilation		
• Dismantling works		
• New air conditionning system		
• Refrigeration works		
• Rest of work		
5. Integrated Automation		
6. Electricity		
• Dismantling works		
• Normal electrical distribution work		
• Rest of work		
	TOTAL :	
	(Excluant les taxes applicables)	