

| REFURN FENDERS TO :                       |   |
|---|---|
| RETOURNER LES SOUMISSIONS À :             |   |
| Bid Receiving - Réception des soumissions | 5 |

GEN-

Canada

.....

ONTContracting BidSubmissions/Soumissionsdecontrats@C SC-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 # — № de téléphone :

Fax # — № de télécopieur :

Email / Courriel :

GST # or SIN or Business # — N° de TPS ou NAS ou Nº d'entreprise

| Invitation №. — №. de l'invitation   | Date :   |     |
|--|--|-----|
| 21401-22/23-4193452  | August 18, 2022  |     |
| Client Reference №. — №. de référe   | ence du Client   |     |
| GETS Reference №. — №. de référe   | ence de SEAG   |     |
| PW-22-00998121   |  |     |
| Invitation Closes — L'invitation prei  | nd fin   |     |
| at /à:1 :00PM  |  |     |
| on / le: September 8, 2022   |  |     |
| F.O.B. — F.A.B.<br>Plant – Usine: Destination:   | Other-Autre:   |     |
| Address Enquiries to — Soumettre<br>Mark Kelly<br>Regional Procurement and Contract<br>Mark.Kelly@csc-scc.gc.ca                                  | -  |     |
|  | Fax No. – N° de télécopiet   | ır: |
| 1455 Bath Road<br>Kingston, Ont<br>K7L 4V9<br>Instructions: See Herein   |  |     |
| Instructions : Voir aux présentes  |  |     |
| Instructions : Voir aux presentes<br>Delivery Required — Liv raison exigée :<br>See herein   | Delivery Offered – Livra<br>proposée : Voiraux<br>présentes                                  | ise |
| <b>Delivery Required — Livraison exigée :</b><br>See herein  | proposée : Voiraux<br>présentes<br>ign on behalf of Vendor/Fir                               | m   |
| Delivery Required — Liv raison exigée :<br>See herein<br>Name and title of person authorized to si<br>Nom et titre du signataire autorisé du fou | proposée : Voiraux<br>présentes<br>ign on behalf of Vendor/Fir                               | m   |
| Delivery Required — Liv raison exigée :<br>See herein<br>Name and title of person authorized to si<br>Nom et titre du signataire autorisé du fou | proposée : Voiraux<br>présentes<br>ign on behalf of Vendor/Fir<br>urnisseur/de l'entrepreneu | m   |



## 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 Stan dard 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).

#### **INTEGRITY PROVISIONS – BID**

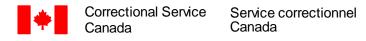
Changes have been made to the Integrity Provisions – Bid as of 2022-01-28. See GI01, Integrity Provisions – Bid of R2710T of the General Instructions for more information.

#### 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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- SI06 Insufficient Funding
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- SI08 Workers Compensation Board and Safety Program
- SI09 Web Sites

## R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (2022-01-28)

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
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- SC03 SACC Manual Clause A3015C Certifications Contract
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- SC07 Tuberculosis Testing
- SC08 Information Guide for Contractors
- SC09 Closure of Government Offices
- SC10 Contractor's Performance Evaluation Report



### **BID AND ACCEPTANCE FORM (BA)**

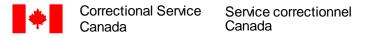
BA01 Identification

Canada

- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period.
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# SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SI01 BID DOCUMENTS

- 1. The following are the bid documents:
  - a. Invitation to Tender Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions Construction Services Bid Security Requirements, R2710T (2022-01-28)
  - 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

#### 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 - A9040T (2022-06-20) – Mandatory site visit

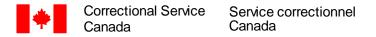
There will be a <u>Mandatory</u> site visit on August 31, 2022 at 10:30am. Interested bidders are to meet at the principle entrance Collins Bay Institution.

<u>All bidders must show up at least 15 minutes prior to the site visit to allow for processing. The site visit will start at 10:30am and any bidders arriving late will not be allowed entrance.</u>

The Contracting Officer **must be notified by August 29, 2022 at 10:00am** prior to the Mandatory Site Visit the names of the Representatives from the firm that will be attending this site visit for security reasons. Failure to notify CSC of the names will result in your Representative not being allowed entrance for the Site Visit, and for that reason alone will result in disgualification of a bid.

## PLEASE NOTE: PHOTO ID IS REQUIRED FOR ENTRANCE TO THE BUILDING.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **<u>Bidders who have not signed the attendance sheet will be</u>** <u>**rejected**</u>



#### SI04 REVISION OF BID

Section GI08 Revision of bid of R2410T General Instructions – Construction Services is amended as follows:

Delete: Section Gl08 Revision of bid in its entirety.

Insert: GI08 Revision of bid:

- 1. Bidders may revise a bid submitted in accordance with these instructions by email provided the revision is received at the CSC bid submission email address, on or before the date and time set for the closing of the solicitation. The email must be sent from the Bidder's email address, bear a signature that identifies the Bidder, and include the following in the subject field.
  - a. Solicitation Number;
  - b. Name of Bidder; and
  - c. Invitation to Tender Closing Date and Time.
- 2. Bidders submitting a revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. Bidders submitting an email to confirm an earlier revision must clearly identify this email as a confirmation.
- 4. Failure to comply with any of the above provisions will result in the rejection of the non-compliant revision(s) only. CSC will evaluate the bid based on the original bid submitted and all other compliant revision(s).

#### SI05 BID 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

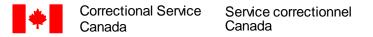
1. In the event that the lowest compliant bid exceeds the amount of funding allocated by Canada for the Work:

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 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 GI11 of R2710T.

#### SI08 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.

#### SI09 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 <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl</a>

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-acg/forms/documents/504.pdf

Performance Bond (form PWGSC-TPSGC 505) http://www.tpsgc-pwgsc.gc.ca/app-acg/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



Canada

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-acg/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)

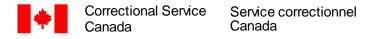
- 1. The following are the contract documents:
  - Contract Page when signed by Canada; a.
  - Duly completed Bid and Acceptance Form and any Appendices attached thereto; b.
  - Drawings and Specifications; c.
  - d. General Conditions and clauses

| GC1 General Provisions – Construction Services             | R2810D | (2022-01-12); |
|--|--------|---------------|
| 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                                   |        | . ,           |

- Any amendment issued or any allowable bid revision received before the date and time set for solicitation е closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acc eptance of the bid; and
- Any amendment or variation of the contract documents that is made in accordance with the General g. Conditions.
- The documents identified by title, number and date above are incorporated by reference and are set out in the 2. 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 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 SUPPLEMENTAL GENERAL CONDITIONS 4013 (2022-06-20) – 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 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.

#### SC04 INSURANCE TERMS

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

Will The obligations of

The obligations of the Insurer are defined on the Certificate of Insurance Annex including the insurance requirements on page 2 of the form.

## The contracting officer must add the following information to page 1 of the certificate of insurance before publishing the invitation to tender:

- Description and location of work
- Contract number
- Project number
- Types of insurance required, by checking off the appropriate boxes.

## Upon contract award, the Certificate of Insurance (page 1 & 2) will be provided to the winning contractor in MS Word. It will allow its insurer/broker to complete electronically.

#### Minimum Insurance Requirements:

Contracts with an estimated value of less than \$100,000:

Commercial General Liability

Contracts with an estimated value of \$100,000 and more:

- Commercial General Liability
- Builder's Risk/Installation Floater (generally not required for contracts were there is no work/property to ensure, such as paving, asbestos abatement and dredging).

#### Additional Insurance:

The client is responsible to inform the contracting officer which types of additional insurance is necessary.

Contractors Pollution Liability:



Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- o work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials
- 1. Insurance Contracts

Canada

- (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.
- Insurance Proceeds 4.

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.

#### SC05 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.



#### **SC06 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.

#### SC07 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.

#### **SC08 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.

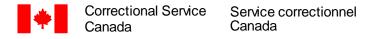
#### SC09 CLOSURE OF GOVERNMENT OFFICES

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.

#### SC10 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

High Mast Lights Replacement-CBI

#### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

| Name:           | <br>  |  |
|-----------------|-------|--|
| Address:        |       |  |
|                 |       |  |
|                 |       |  |
| Telephone:      | <br>_ |  |
| Fax:            | <br>_ |  |
| PBN:            | <br>_ |  |
| 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

\$

(amount in numbers)

#### BA04 BID VALIDITY PERIOD

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

\_excluding applicable taxe(s).

#### 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 BID SECURITY

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

#### BA08 SIGNATURE

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

Signature

Date



## APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

#### LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

| LUMP SUM AMOUNT (LSA)         |  |
|-------------------------------|--|
|                               |  |
| Excluding applicable taxe (s) |  |
|                               |  |

## UNIT PRICE TABLE

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

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit will not include any amounts for Work that is not included in that unit price Item.

| ltem | Specification<br>Reference | Class of Labour, Plantor Material | Unit of<br>Measure<br>ment | Estimated<br>Quantity<br>(EQ) | Price per Unit<br>applicable<br>taxe(s) extra<br>(PU) | Extended amount<br>(EQ x PU)<br>applicable taxe(s)<br>extra |
|------|----------------------------|-----------------------------------|----------------------------|-------------------------------|---|---|
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      |                            |                                   |                            |                               |   |   |
|      | 1                          | -                                 | TOTAL EX                   | (TENDED A<br>Excludin         | <b>MOUNT (TEA)</b><br>gapplicable taxe(s)             |   |

| TOTAL BID AMOUNT (LSA +TEA)  |  |
|------------------------------|--|
| Excluding applicable taxe(s) |  |

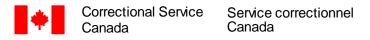


## **APPENDIX 2- INTEGRITY PROVISIONS - LIST OF NAMES**

**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.



## **APPENDIX 3 – DEPARTMENTAL REPRESENTATIVES**

## TO BE PROVIDED AT CONTRACT AWARD.

## Contracting Authority is:

Division:

E-mail:

Telephone:

| Name:                   | Mark Kelly                            |  |  |  |  |  |
|-------------------------|---------------------------------------|--|--|--|--|--|
| Title:                  | Contracting and Procurement Officer   |  |  |  |  |  |
| Department:             | Correctional Service of Canada        |  |  |  |  |  |
| Division:               | Material Management                   |  |  |  |  |  |
| Telephone:              | <u>613</u> - <u>329</u> - <u>7251</u> |  |  |  |  |  |
| E-mail:                 | Mark.Kelly@csc-scc.gc.ca              |  |  |  |  |  |
| Technical Authority is: |                                       |  |  |  |  |  |
| Name:                   |                                       |  |  |  |  |  |
| Title:                  |                                       |  |  |  |  |  |
| Department:             |                                       |  |  |  |  |  |

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

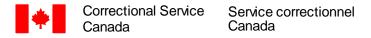


## ANNEX A- CERTIFICATE OF INSURANCE (not required at solicitation closing)

PAGE 1 of 2

PAGE 2 of 2

|  | CONTRACT                                  |                             |                                    |                |                      |                          |                         |  |
|--|---|-----------------------------|------------------------------------|----------------|----------------------|--------------------------|-------------------------|--|
| Description and Location of Work<br>High Mast Lighting Replacement-CBI |   |                             |                                    | Contract No.   |                      |                          |                         |  |
| nigh Masi Lighting Replacement-CD                                      |   |                             | 21401-22/23-4193452<br>Project No. |                |                      |                          |                         |  |
| CollinsBay Institution   |   |                             | Tiojeotito.                        |                |                      |                          |                         |  |
| 1455 Bath Rd   |   |                             | 440-1612-0                         |                |                      |                          |                         |  |
|  | ston, Ont K7L4V9<br>te of Insurer, Broker | or Agont                    | Addross                            | (No., Street)  | City                 | Province                 | Postal code             |  |
| Inall  | ie of insuler, bloker                     | or Agent                    | Addless                            | (110., Stieet) | City                 | FIOVILLE                 | FUSIAICUUE              |  |
|  |   |                             |                                    |                |                      |                          |                         |  |
| Nor  | e of Insured (Contra                      | votor)                      | Adress                             | (No., Street)  | City                 | Province                 | Postal code             |  |
| Inall  |   |                             | Addless                            | (110., Stieet) | City                 | FIOVILLE                 | FUSIAICUUE              |  |
|  |   |                             |                                    |                |                      |                          |                         |  |
| Add  | itional Insured                           |                             |                                    |                |                      |                          |                         |  |
|  |   | in Right of Canada as r     | epresented by                      | the Minister   | of Public Safety     |                          |                         |  |
|  |   | -                           |                                    |                | -                    |                          |                         |  |
| Τ.   | /pe of insurance                          |                             | 1                                  |                |                      |                          |                         |  |
|  | Required when                             | Insurer Name and            | Inception                          | Expiry         |                      | Limite of Link 201       |                         |  |
|  | checked                                   | Policy Number               | Date<br>D/M/Y                      | D/M/Y          |                      | Limits of Liability      |                         |  |
|  |   |                             |                                    |                | PerOccurrence        | Annual General           | Completed               |  |
|  |   |                             |                                    |                | \$                   | Aggregate                | Operations              |  |
|  | Commercial                                |                             |                                    |                |                      | \$                       | Aggregate<br>\$         |  |
|  | General Liability                         |                             |                                    |                |                      |                          | φ                       |  |
| Х  | -   |                             |                                    |                | \$                   |                          |                         |  |
|  | Umbrella/Excess                           |                             |                                    |                |                      | \$                       | ¢                       |  |
|  | Liability                                 |                             |                                    |                |                      |                          | \$                      |  |
|  | Builder's Risk                            |                             |                                    |                |                      |                          |                         |  |
|  | Installation<br>Floater                   |                             |                                    |                | \$                   |                          |                         |  |
|  | Tiodici                                   |                             |                                    |                |                      | erIncident               | Aggregate               |  |
|  |   |                             |                                    |                |                      | erincident               |                         |  |
|  | Pollution                                 |                             |                                    |                |                      |                          | \$                      |  |
|  |   |                             |                                    |                |                      |                          |                         |  |
|  | Othertypesof                              |                             |                                    |                |                      |                          |                         |  |
|  | insurance (list<br>other types of         |                             |                                    |                | \$                   |                          |                         |  |
|  | insurance if                              |                             |                                    |                | Ŷ                    |                          |                         |  |
|  | required                                  |                             |                                    |                |                      |                          |                         |  |
|  |   |                             |                                    |                |                      | ss in Canada, are curren |                         |  |
|  |   | ce coverage's stated on     | page 2 of this                     | Certificate of | Insurance, including | advance notice of canc   | ellation / reduction in |  |
|  | coverage.                                 |                             |                                    |                |                      |                          |                         |  |
|  |   |                             |                                    |                |                      |                          |                         |  |
|  |   |                             |                                    |                |                      |                          |                         |  |
| Nam  | e of person authoriz                      | zed to sign on behalf of In | surer(s)                           |                | Telephone            | Number                   |                         |  |
|  | (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.

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.

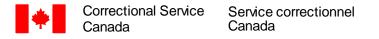
The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

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

- 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. |               |          |                         |



Canada

## **ANNEX C - SCOPE OF WORK**

Project Name: CBI Med High Mast Lighting Replacement Project Number: : 440-1612-0 Institution: Collins Bay Institution **Requisition:** 

## <u>Objective</u>

The Correctional Service Canada (CSC) requires services of a qualified licenced electrical contractor for the removal and installation of three (3) new high mast lights and associated systems in Collins Bay institution.

## Background

The current two (2) High Mast lighting standards located in the exercise yard and one (1) in the area west of the Programs Building are original with none energy efficient luminaires. Operational problems are occurring due to age of Lighting.

## Scope of Work

Using the attached documents (Drawings and Specs), Contractor shall complete Scope of work.

- Contractor shall provide a detailed construction project schedule and shop drawings for review and acceptance by the Project Authority prior to ordering/fabrication of materials or equipment.
- Contractor shall provide all material, permits, testing and inspections for the required work.
- Contractor shall schedule and coordinate all disconnections and reconnections with institutional • Utilities.
- The Institution shall be advised a minimum of 72 working hours prior to any shutdowns and interruptions of service.

## **Delivery and Security**

Contractor considerations:

- All employees entering the facility shall report to the main entrance and pass through all security devices and screening before reporting to the identified work area.
- When assembling at the main entrance they will be provided with an escort that will be with them at all times during the installation process.
- At anytime a corrections officer may require a contractor's employees to submit to a search if deemed necessary by a corrections officer.
- Employees should be aware that a tobacco ban is in effect. No smoking materials are permitted in the institution.
- Unauthorized cell phones, laptop and cameras are not permitted.
- Contractors shall complete a tool list (tool list requires approval from Project Authority prior to commencement of work) and only bring necessary tools into the institution and must account for these items at the end of every work day.
- Up to date photo identification is required for entry into the Institution.



## Material Requirements

Contractor shall provide all personnel, tools, services, supplies, materials, supervision and equipment to complete the work as described. All material shall be new.

## **Requirements and Considerations**

Contractor shall comply with the following:

## Submittals:

- Contractor shall submit shop drawings for approval prior to fabricating/ordering materials.
- Contractor shall provide MSDS.
- Contractor shall provide a complete project schedule five (5) business days after award of contract for approval by the Project Authority.
- Contractor shall submit health and safety plan (including fire emergency plan). This plan shall identify any hazards and details on how these hazards will be mitigated.
- Health and Safety Plan shall include the CCA COVID19 Standardized protocols for Construction Sites.
- Contractor shall submit plan for approval by Project Authority for maintaining operation of the utility during the project.
- Contractor shall submit Environmental Protection Plan addressing 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).
- Contractor shall provide tool list for approval by Project Authority.

## Safety:

- All applicable Federal and Provincial safety codes shall be adhered to.
- The contractor shall maintain compliance of site procedures regarding potential hazardous work locations and situations.

## Certificates, Inspections, Standards, Codes of Practice and Regulations:

- All work shall comply with any applicable federal or provincial/territorial regulations. Contractor shall provide documentation confirming such to the project authority.
- Work shall comply with the National Building Code or Ontario Building Code whichever one has more stringent requirements.
- All new materials shall be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.
- Contractor shall submit a Notice of Project to the Ministry of Labour prior to starting projects that meet the standards set out in section 6(1) of the Regulations for Construction Projects, O.Reg 213/91 (the Regulation). Proof of this notification shall be provided to the Project Authority prior to commencing work.

## Workmanship and Housekeeping:

- Contractor shall provide all necessary equipment and materials to complete the work as described in the scope of work.
- Any equipment damaged in the course of this project shall be repaired and restored to normal operation by the contractor at no cost to CSC.



- Workmanship shall be of the highest standard and shall meet all industry standards.
- Worksite shall be kept clean and neat and upon project completion the workplace area shall be clean, free of post construction materials and returned to original integrity.
- If work is to be completed in an occupied area, then construction area shall be hoarded off and institutional ٠ property shall be protected from damage and dust.
- Contractor shall be responsible for taking accurate measurements.
- All work and the work site shall be visually inspected by the Project Authority or their representative and completed/cleaned up to the satisfaction of project authority prior to project closeout.

## **Tool Control:**

Canada

- A master tool list shall be provided prior to project start up and a daily tool list shall be provided upon entry and all tools shall be accounted for at the end of day.
- Any scrap material (wiring, pipe, etc.) shall be accounted for, cleaned up, and removed from institution daily.

## Site Access:

- Work shall be performed during regular working hours of 0800 1600 Monday Friday; schedule must be pre approved by Project Authority.
- Any required submittals shall be provided to Project Authority prior to site access.
- Up to date photo identification is required for entry into the Institution.
- All work shall be completed without delay and a schedule of operation shall be provided to the Project Authority 48 hours prior to commencing work. The schedule shall include the following; start date, hours of work, names of those who require entry, milestone dates and completion date.

## Additional work or delays:

- Any additional work beyond that described in this scope of work shall first be approved by the Project Authority prior to commencement.
- Any circumstances that cause delay during the project shall be identified to the Project Authority as soon ٠ as the circumstance is discovered and shall be followed up in writing to the Project Authority.

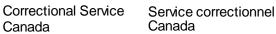
## Disposal or removal of materials and Environmental Protection Plan:

- Disposal of any removed material shall 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).
- Copies of waste manifests shall be provided to the Project Authority.
- Contractor shall ensure that Transportation of Dangerous Goods regulations are followed. Institution may request gualification proof for transporter.

## **Cost Breakdown:**

Contractor shall provide a cost breakdown clearly indicating all material and labour.





## Place of Performance **Collins Bay Institution** 1455 Bath Road, Kingston, ON, K7L 4V9

## **Period of Performance**

Canada

Project shall be completed 90 days after award of contract.

## Site Meeting There will be a Mandatory Site Visit.

## **Project Authority**

Matt Boles A/Regional Manager of Facilities Projects

## Project Contact

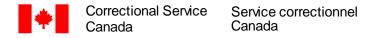
Matt Tooley **Project Officer** 

## **Contract Officer**

Mark Kelly RHQ

## Associated Documents

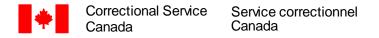
Tender Specifications and Drawings



## **ANNEX D- SPECIFICATIONS**

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

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



#### **ANNEX E – DRAWINGS**

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

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



Service correctionnel Canada