

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

VIA EMAIL TO:
Sandra.Wilford@csc-scc.gc.ca
AND
bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA

INVITATION TO TENDER INVITATION À SOUMISSIONNER

Tender to: Correctional Service Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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 : Mechanical Systems – Supply and Install	
Invitation No. — N° de l'invitation 21C82-21-3737990/B	Date : 13-Jan-2023
Client Reference No. — N° de référence du Client 3737990/B	
GETS Reference No. — N° de référence de SEAG	
Invitation Closes — L'invitation prend fin at /à : 2 :00 PM PST on / le : 30-Jan-2023	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Sandra Wilford Sandra.Wilford@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 604.557.3004	Fax No. – N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction : Mission Minimum Institution Mission BC	
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)	



This bid solicitation cancels and supersedes previous bid solicitation number 21C82-21-3737990/A dated 03-June-2021 with a closing of 20-July-2021 at 2:00 PM (PDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

INVITATION TO TENDER

IMPORTANT NOTICES TO BIDDERS

TWO-PHASE INVITATION PROCESS

This is a two-phase invitation process. Any interested supplier must refer to the special instructions to bidders.

REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with the Correctional Service of Canada (CSC).

THIS DOCUMENT DOES NOT CONTAIN AN INDUSTRIAL SECURITY REQUIREMENT



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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. The Correctional Service Canada (CSC) wishes to retain a Contractor to provide construction services for **the Supply and Install of Mechanical Systems**.

This project consists of a renovation and new addition on an existing building at Mission Minimum Institution, 33737 Dewdney Trunk Rd, Mission BC. The renovation area is 206.3m² and the new addition is 25.8m². The Mechanical contractor must remove the existing piping and HVAC services, repair of existing pipework, and install the new equipment. Underground plumbing services have been completed by others. The contractor must provide hoisting and handling of materials and all necessary equipment. The contractor must decommission and remove the existing rooftop HV-1 (Heating Vent-1) upon the commissioning and start up of new AHU-1 (Air Handling Unit-1). The contractor must provide fire stopping for any mechanical penetrations through fire rated barriers.

2. This is a two-phase invitation process. Bidders responding to this ITT must submit a bid in two phases.
3. During Phase One, suppliers are invited to submit bids according to the selection procedure described below. Bidders will only have to submit the Phase One documents included in this ITT. Under Phase One CSC will assess Bidders' qualifications and experience in order to determine which bids are responsive as described under SI07 Submission of Bids. Once Phase One bid evaluation is completed, CSC will advise bidders of whether or not their bid is responsive.
4. During Phase Two, CSC will invite Bidders who submitted responsive bids for Phase One to submit a bid for Phase Two. Responsive Bidders will have to submit the Phase Two documents included in this ITT as part of Phase Two.

SI02 BID DOCUMENTS

1. The following are the bid documents that apply to both Phase One and Phase Two:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions – Construction Services – Bid Security Requirements, R2710T (2022-12-01);
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Any solicitation amendments issued prior to solicitation closing during Phase One, Phase Two, or both; and
 - f. Clauses and conditions identified in the Contract Documents (CD) section.
2. The following are the bid documents that only apply to Phase One:
 - a. Phase One qualification form.
3. The following are the bid documents that only apply to Phase Two:
 - a. Phase Two Bid and Acceptance Form and other Phase Two annexes, appendices and attachments; and
 - b. Phase Two specifications and drawings.
4. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all of these documents.
5. 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>
6. Revision to Departmental Name: as this solicitation is issued by the Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term or condition or clause of this solicitation, including any individual SACC causes incorporated by reference, will be interpreted as a reference to CSC or its Minister.



SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this Invitation to Tender must be submitted in writing to the Contracting Authority at the email address on the Invitation to Tender - Page 1 as early as possible within the solicitation period to allow sufficient time to provide a response.

Phase One: enquiries should be received no later than five (5) business days prior to the date set for solicitation closing for Phase One; and

Phase Two: inquiries should be received no later than five (5) business days prior to the date set for solicitation closing for Phase Two in the invitation email sent to responsive Phase One Bidders.

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 Authority 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 Invitation to Tender sent throughout the solicitation period including Phase One and Phase Two must be directed ONLY to the Contracting Authority named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 OPTIONAL SITE VISIT

A. Phase One

1. CSC will not hold a site visit for the Phase One solicitation process.

B. Phase Two

1. CSC will hold a site visit for the Phase Two solicitation process. The date, time and location for the Phase Two site visit will be identified during Phase Two.

The date time and location further Phase Two site visit will be provided to bidders during Phase Two.

SI05 REVISION OF BID

Section GI10 Revision of bid of General Instructions Construction Services R2710T- Bid Security Requirements R2710T is amended as follows:

Delete: Section GI10 Revision of bid in its entirety.

Insert: GI10 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:

Phase One: on or before the date and time set for the closing of the Phase One solicitation; or

Phase Two: on or before the date and time set for the closing of the Phase Two 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. For Phase Two, 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).

SI06 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form [PWGSC-TPSGC 504](#)) must be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#).
 - 2.1 A bid bond must be submitted in an electronic format (Electronic Bonding (E-Bond) and meet the following criteria:
 - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
 - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
 - 2.2 Bonds failing the verification process will NOT be considered valid.
 - 2.3 Bonds passing the verification process will be treated as original and authentic.

SI07 SUBMISSION OF BID

Section GI09 Submission of bid of General Instructions – Construction Services – Bid Security Requirements R2710T is amended as follows:

Delete: Section GI09 Submission of bid in its entirety.

Insert: GI09 Submission of bid:

1. Bidders must submit their Phase One bid and Phase Two bid, duly completed, **and the bid security** only to Correctional Service of Canada (CSC) at the CSC bid submission email address indicated on Front Page of the Invitation to Tender. This email address is the only acceptable email address for Bidders to submit their Bid in response to this Invitation to Tender.
2. Bidders must submit their bid for Phase One on or before the date and time set for the Phase One solicitation closing indicated on the front page of the Invitation to Tender.
3. Phase One responsive Bidders must submit their bid for Phase Two on or before the date and time set for the Phase Two solicitation closing in the invitation email the Contracting Authority will send to Phase One responsive bidders.



4. For Phase Two, Phase One responsive Bidders:
 - a. must submit their Phase Two bid in Canadian currency;
 - b. must note that this requirement does not include exchange rate fluctuation risk mitigation. CSC will not consider requests for exchange rate fluctuation risk mitigation. All bids including such provision will render the bid non-responsive.
5. Prior to submitting a bid for Phase One and Phase Two, the Bidder should ensure that the following information is included in the subject field of their email:
 - a. Solicitation Number;
 - b. Name of Bidder; and
 - c. Invitation to Tender Closing Date and Time.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.
7. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete bid;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the bid;
 - v. Failure of the Bidder to properly identify the bid;
 - vi. Illegibility of the bid;
 - vii. Security of bid data;
 - viii. Failure of the Bidder to send the bid to the correct email address;
 - ix. Connectivity issues; or
 - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
8. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
9. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the Invitation to Tender document cover page.
10. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid.
11. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.
12. **Phase One bid:**
 - 12.1 Bidders must submit the Phase One Qualification Form and any required associated document(s) in PDF format. The Bidder should ensure that the following information is included in the electronic title and body of the Phase One Qualification Form PDF document.
 - a. PHASE ONE QUALIFICATIONS;
 - b. Solicitation number; and
 - c. Bidder name and contact information (contact name, contact email, contact telephone number).
13. **Phase Two bid:**
 - 13.1 Bidders must submit the Phase Two bid in electronic format. The Bidder should ensure the subject line of the email identifies the electronic Phase Two bid submission, as well as the solicitation number. The Bidder should



ensure that the following information is included in the main body of the Phase Two electronic bid submission email:

- a. Solicitation number;
- b. Name of Contracting Authority;
- c. Bidder name and contact information (contact name, contact email, contact telephone number);
- d. Phase Two solicitation closing date and time.

13.2 Bidders must submit the required Phase Two appendices and annexes, including the Phase Two BA form, in PDF format. The Bidder should ensure that the following information is included in the name of each PDF document for each of the Phase Two appendices and annexes:

- a. PHASE TWO (*bidder to insert title of appendix or annex*);
- b. Solicitation number; and
- c. Bidder name.

13.3 Phase Two Bid Security Requirements:

- a. The Bidder should ensure that the following information is included in the electronic title of the Phase Two bid security:
 - i. PHASE TWO BID SECURITY;
 - ii. Solicitation number; and
 - iii. Name of Bidder.

- b. GI08 Bid security requirements of R2710T, incorporated by reference above, is amended as follow:

Delete: article 2 of GI08 of R2710T in its entirety.

Insert:

2. A bid bond (form PWGSC-TPSGC 504) must be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

- a. A bid bond must be submitted in an electronic format (Electronic Bonding (E-Bond)) and meet the following criteria:
 - i. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - ii. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - iii. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.a.i.
 - v. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- b. Bonds failing the verification process will NOT be considered valid.
- c. Bonds passing the verification process will be treated as original and authentic.



SI08 BID EVALUATION AND BASIS OF SELECTION

1. Phase One:

Phase One bids must comply with the requirements of the invitation to tender and meet all mandatory requirements included in the Phase One qualification form to be declared responsive. Phase One bids which fail to meet these requirements will be declared non-responsive and will not be given further consideration. The Contracting Authority will advise all Phase One Bidders of the results of their Phase One bid submission. The Contracting Authority will only invite the responsive Phase One Bidders to bid on Phase Two.

2. Phase Two:

- a. The Contracting authority will send the Phase Two documentation to the Phase One responsive Bidders.
- b. The Phase Two bids must comply with all of the Phase Two requirements of the invitation to tender to be declared responsive. Phase Two bids which fail to meet these requirements will be declared non-responsive and will not be given further consideration. The responsive Phase Two bid carrying the lowest price will be recommended for contract award.

6. Price Support

- a. CSC may, but will have no obligation to, request price support for any fees proposed (including, but not limited to lump sum fees, unit prices) when there are less than 3 responsive Phase Two Bidders. CSC reserves the right, at its sole discretion, to request price support from one or more of the responsive Phase Two Bidders. Responsive Phase Two Bidders must provide, at CSC's request, one or more of the following price support documents, if applicable:
 - i. Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers within 2 years prior to the Phase Two bid solicitation issuance date; or
 - ii. A price breakdown that includes, but is not limited to, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit; or
 - iii. Price or rate certifications; or
 - iv. Any other supporting documentation as requested by CSC.
- b. Once CSC requests price support for the fees proposed, it is the sole responsibility of the Phase Two Bidder to submit information (as described above and as otherwise may be requested by CSC) that will allow CSC to determine whether it can rely, with confidence, on the Phase Two Bidder's ability to provide the required services at the fees proposed. Where CSC determines, at its sole discretion, that the information provided by the Phase Two Bidder does not substantiate the fees proposed, the Phase Two bid will be considered non-responsive and will receive no further consideration.

2. CSC will send an official letter by email to unsuccessful Phase Two bidders to inform them of the name of the winning Bidder as well as the total contract value.

SI09 INSUFFICIENT FUNDING

In the event that the lowest compliant bid for Phase Two exceeds the amount of funding allocated by Canada for the Work, Canada in its sole discretion may:

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI10 BID VALIDITY PERIOD

A. Phase One



Phase One Bids will remain open for acceptance for a period of not less than 90 days from the closing date of the invitation to tender Phase One. Canada reserves the right to seek an extension of the bid validity period from all Phase One responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

B. Phase Two

1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1 above is accepted, in writing, by all those who submitted Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two bids and its approvals processes.
3. If the extension referred to in paragraph 1 above is not accepted in writing by all those who submitted Phase Two bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the Phase Two 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](#).

SI11 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole responsive Bidder to ensure best value to Canada.

SI12 DEBRIEFINGS

A. Phase One

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

B. Phase Two

CSC will not provide debriefings for Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award, the Phase Two bid results will be sent to Phase Two Bidders.

SI13 PHASE TWO LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.
GI07 (2015-02-25) Listing of Subcontractors and Suppliers



The Phase One responsive Bidders must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed as part of Phase Two. See APPENDIX 3. **Failure to do so will result in the disqualification of their bid.**

SI14 BID CHALLENGE AND RECOURSE MECHANISMS

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

SI15 CONSTRUCTION DOCUMENTS

After contract award, the Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and any addenda issued during the solicitation period. Additional copies, up to a maximum of one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies will 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.

SI16 WEB SITES

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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

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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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



PWGSC, Code of Conduct and Certifications
<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-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
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

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

R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (2022-12-01)

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>

- GI01 Integrity Provisions – Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- G104 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI010 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement-bid



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	(2022-12-01);
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	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Charges Under GC6.4.1	R2950D	(2015-02-25)
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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 must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

SC02 INSURANCE TERMS

1. Insurance Contracts

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must obtain 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 contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC03 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.



SC04 SACC MANUAL CLAUSE A3015C (2014-06-26) – 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 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, *Acceptable Bonding Companies*) that is approved by Canada. **The form must be in an electronic digital version.**

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond must be submitted in an electronic or digital format and meet the following criteria:
 - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada's systems, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

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 applicable Provincial or Territorial 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 .

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.



APPENDIX 1 – PHASE ONE QUALIFICATION FORM

1. LEGAL NAME AND ADDRESS OF BIDDER:

Bidder Legal Name: (In the case of a joint venture or partnership include the legal names of all members or partners.)	
Bidder Operating Name (if any): (In the case of a joint venture or partnership include the operating names of all members or partners.)	
Bidder Address: (In the case of a joint venture or partnership include the addresses of all members or partners.)	
Procurement Business Number (PBN): (In the case of a joint venture or partnership include the PBN of the joint venture or partnership, or the PBN for each member or partner.)	
Name of Contact Person: (In the case of a joint venture or partnership include only the contact person of the lead member or partner.)	
Telephone # of Contact Person:	
Email Address of Contact Person:	

2. BIDDER INSTRUCTIONS:

- a. The Bidder should submit its response to the Mandatory Requirements using the table formats below.
- b. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section are omitted, or if there is a lack of supporting information, the Phase One bid will be set aside without further consideration and the Phase One bid will be considered to be non-responsive.
- c. Bidders must submit 2 separate reference projects as indicated in M1. If more than 2 reference projects are submitted, only the first 2 projects listed in sequence will receive consideration and any others will not receive consideration.
- d. If the Bidder is a joint venture or partnership, the Bidder must submit 2 separate reference projects per joint venture member or partner. If more than 2 reference projects per member or partner are submitted, only the first 2 projects listed per member or partner in sequence will receive consideration and any others will not receive



consideration. The Bidder cannot use the reference projects of a subcontractor unless they are bidding as a joint venture or partnership.

- e. The Bidder must establish the bidding entity upfront in Phase One, and the bidding entity must be the same for Phase One and Phase Two. The Bidder may submit its Phase One and Phase Two bids on its own, or as a joint venture or partnership. If the Bidder submits a Phase One bid as a joint venture or partnership, the Phase Two bid must be from the same joint venture or partnership; and a Phase Two bid cannot be submitted as a joint venture or partnership unless the Bidder's Phase One bid was submitted by the same joint venture or partnership.
- f. Important: If the Bidder is submitting a bid as a joint venture or partnership, and if the Bidder is the responsive lowest priced Bidder, the resulting contract will be awarded to the joint venture or partnership, not to an individual member forming part of the joint venture or partnership.

3. DEFINITION OF BIDDER:

"Bidder" means the person or entity (or, in the case of a joint venture or partnership, the persons or entities) submitting a bid to perform the work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

4. DEFINITION OF JOINT VENTURE OR PARTNERSHIP:

- a. A joint venture or partnership is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture or partnership must indicate clearly that it is a joint venture or partnership and provide the following information:
 - i. the name of each member of the joint venture or partnership;
 - ii. the Procurement Business Number of the joint venture;
 - iii. the name of the representative of the joint venture or partnership, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iv. the name of the joint venture or partnership, if applicable.
- b. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- c. The bid must be signed by all the members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership. The Contracting Authority may, at any time, require each member of the joint venture or partnership to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.
- d. All of the members of the joint venture or partnership are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.



5. MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

- a. comply with the following Mandatory Requirements; and
- b. provide the necessary documentation to support compliance.

Any Phase One bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

#	Mandatory Requirements	MET (Yes/No)
M1	<p>The Bidder must have recently completed at least two (2) separate construction projects, each project must meet the following requirements:</p> <p>1.The construction was completed within the last five (5) years prior to Phase One bid closing; and</p> <p>2.The construction was for a law enforcement, government or *institutional building 250 square meters or greater; and</p> <p>3.The construction value was equal to or greater than \$450,000.00</p> <p>*An institutional building is a structure that designed and used to provide healthcare (hospital or medical clinic, seniors living unit), education (school or university), recreation (athletic centre, public pool complex or arena) or public works (town hall, fire station, police station or detention centre).</p> <p><u>Bidder Instructions:</u> Bidder should demonstrate the above Mandatory Requirements are met by submitting two (2) separate reference projects using Reference Project 1 and Reference Project 2 tables below. If the Bidder is a joint venture or partnership the Bidder must submit 2 separate reference projects per joint venture member or partner (reference sections 1, 2, 3 & 4 of this appendix).</p>	

REFERENCE PROJECT 1:		
A. Bidder name (or joint venture/partnership member names):		
B. Project Start Date:	C. Project Completion Date:	
D. Project Location:		
E. Project Title:		
F. Brief Description of the Project:		
G. Project Components:		
1. Was the construction completed within the last five (5) years prior to Phase One bid closing; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Was the construction for:		
i. a law enforcement building 250 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ii. a government building 250 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iii. *an institutional building is that you 250 square meters or greater; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>



3. Was the construction value equal to or greater than \$450,000.00	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

REFERENCE PROJECT 2:

A. Bidder name (or joint venture/partnership member names):	
--	--

B. Project Start Date:	C. Project Completion Date:
-------------------------------	------------------------------------

D. Project Location:

E. Project Title:

F. Brief Description of the Project:

G. Project Components:

1. Was the construction completed within the last five (5) years prior to Phase One bid closing; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

2. Was the construction for:		
------------------------------	--	--

iv. a law enforcement building 250 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

v. a government building 250 square meters or greater; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

vi. *an institutional building is that you 250 square meters or greater; and	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

3. Was the construction value equal to or greater than \$450,000.00	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------



ANNEX A – PHASE TWO BID AND ACCEPTANCE FORM (BA)

BIDDER INSTRUCTIONS:

Bidders should refer to Appendix 1 – Phase One Qualification Form for:

- a. the Definition of Bidder and Joint Venture or Partnership; and instructions regarding the bidding entity. The Phase One bidding entity must be the same as the Phase Two bidding entity identified in the Phase One Qualification Form.

BA01 IDENTIFICATION
Mechanical Systems
Mission Minimum Institution

BA02 LEGAL NAME AND ADDRESS OF BIDDER

The Bidder (or joint venture or partnership) legal name, operating name, address, and Procurement Business Number (PBN) must remain as submitted in the Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form</i> .	
The Bidder may request a change to the contact person for the Bidder's Phase Two bid by completing the section below. If the section below is not completed and submitted with the Bidder's Phase Two bid the contact person and coordinates submitted in the Bidder's Phase One bid <i>Appendix 1 – Phase One Qualification Form</i> will be the contact person for the Bidder's Phase Two bid.	
Name of Replacement Contact Person (if applicable): (In the case of a joint venture or partnership include only the replacement contact person of the lead member or partner).	
Telephone # of Replacement Contact Person:	
Email Address of Replacement Contact Person:	

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)

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's Phase Two offer by Canada, a binding Contract will be formed between Canada and the Bidder. 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 twenty-five (25) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder must include bid security with its Phase Two 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).

If the bid is submitted as a joint venture or partnership, the bid must be signed by all members of the joint venture or partnership unless one member has been appointed to act on behalf of all members of the joint venture or partnership.

Signature

Date



**APPENDIX 2
PHASE TWO INTEGRITY PROVISIONS**

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
PHASE TWO – LISTING OF SUBCONTRACTORS AND SUPPLIERS

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 its Phase Two bid.
2. The Bidder should submit the list of subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two bid price.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		



APPENDIX 4
PHASE TWO VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES
(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

** The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*



VOLUNTARY CERTIFICATION

(page 2 of 2)

Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:



**APPENDIX 5
DEPARTMENTAL REPRESENTATIVES**

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: _____ - _____ - _____

E-mail: _____

Technical Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: _____ - _____ - _____

E-mail: _____



ANNEX B

PHASE TWO CERTIFICATE OF INSURANCE (not required at solicitation closing)

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Work Mechanical Systems Mission Minimum Institution 33737 Dewdney Trunk Rd., Mission BC	Contract No. 21C82-21-3737990/B
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
His Majesty the King in Right of Canada as represented by the Minister of Public Safety

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$		Aggregate \$
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		
Marine Liability				\$		
Aviation Liability				\$		Aggregate \$
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		
Insert other type of insurance as required				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in 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 His Majesty the King in Right of Canada as represented by the Minister of Public Safety Canada as an additional Insured.

The Policy must be endorsed to provide the owner with not less than thirty (30) days notice in writing in advance of any cancellation or change or amendment restricting 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, cybercrime 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>).



ANNEX C
VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT
(Sample)

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade



ANNEX D
PHASE TWO SCOPE OF WORK

The scope of work will be provided as a separate document in Phase Two.



ANNEX E

PHASE TWO SPECIFICATIONS

All specifications will be included as separate documents in Phase Two.



ANNEX F PHASE TWO DRAWINGS

All drawings will be included as separate documents in Phase Two.