



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

bidreceiving.gen-ont-401@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 : Fire Panel Upgrades	
Invitation No. — N°. de l'invitation 21423-24-4601703	Date : January 10 th , 2024
Invitation Closes — L'invitation prend fin at / à : 09:00 Am EST on / le : February 9th, 2024	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Darrin Molleson – Regional Procurement and Contracting Officer	
Telephone No. – N° de téléphone: 613-329-1381	Fax No. – N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction : Correctional Service of Canada – Bath Institution	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
Name / Nom Title / Titre	
Signature Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



INVITATION TO TENDER

IMPORTANT NOTICES TO BIDDERS

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

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Bidders should provide Appendix 3 at Bid closing a list of Subcontractors and suppliers that have 20% or more of the tendered price value.



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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 (2022-12-01)
 - d. Clauses & Conditions identified in “Contract Documents”.
 - e. Drawings and Specifications.
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority at the email address 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 **G115 of R2710T**, enquiries should be received no later than five (5) business 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 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 bid sent throughout the solicitation period 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.

SI03 MANDATORY SITE VISIT

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

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **Bath Institution at 5775 Bath Road Millhaven ON, K0H 1G0 on January 30th, 2024**. The site visit will begin at 9:00 am, at the main entrance.

Bidders must communicate with the Contracting Authority no later than **January 26th, 2024, at 9:00 am** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit, do not send a representative, or do not sign the attendance sheet will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



SI04 REVISION OF BID

Section GI10 Revision of bid of General Instructions – Construction Services – 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, 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 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 PWGCSC-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 may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets 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.



SI06 SUBMISSION OF BID

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 the Bid and Acceptance Form, duly completed, and the bid security only to Correctional Service of Canada (CSC) by the date, time and 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 and Acceptance Form in response to this Invitation to Tender.
1. Bidders must submit their bid on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
 - a. the bid must be in Canadian currency;
 - b. the requirement does not offer 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.
3. Prior to submitting the bid, 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.
4. Timely and correct delivery of bids is the sole responsibility of the Bidder.
5. 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.
7. 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.
8. 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.
9. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid.
10. 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.



SI07 BID RESULTS

- 1.1 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.

SI08 INSUFFICIENT FUNDING

In the event that the lowest compliant bid 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.

SI09 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 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 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 above 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.

SI10 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 compliant 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 compliant Bidder to ensure best value to Canada.

SI12 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

Listing of Subcontractors and Suppliers

Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, Bidders should submit the list of subcontractors and suppliers with their bid, but may submit it afterwards. If the list of subcontractors and suppliers is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the list of subcontractors and suppliers will render the bid non-responsive.



SI13 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](#).

SI14 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of 3, 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:

Canada Buys

<https://canadabuys.canada.ca/en>

Canadian economic sanctions

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/current-actuelles.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>

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

<https://www.tpsgc-pwgsc.gc.ca/esc-src/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://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-1#_1-25

Correctional service of Canada website: <https://www.canada.ca/en/correctional-service.html>

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
- GI04 Applicable taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement-bid



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 (2019-05-20).
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 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

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

The obligations of the Insurer must be 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 it 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 where 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
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials.

Add other types of insurance as per project specifics.

1. Insurance Contracts

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



2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- a. Before commencement of the Work, and no later than thirty (30) days after 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

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.

SC07 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. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets 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.

SC08 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 reasonably 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.

SC09 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.

SC10 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.

SC11 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 .

SC12 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.



SC13 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

Fire Panel Upgrades – Bath Institution

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

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 bid must not be withdrawn for a period of **90 days** following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's 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 **9 weeks** from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder must include 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 tax(es)
--



APPENDIX 2 – 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 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) In accordance with SI12 Listing of Subcontractors and Suppliers, the Bidder should submit the list of Subcontractors and Suppliers for any portion of the Work valued at 20% or greater of the submitted In Price.

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



APPENDIX 4 - 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 journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons 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

(To be filled out and returned with bid on a voluntary basis)
(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 B

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: Darrin Molleson

Title: Regional Contracting and Procurement Officer

Department: Correctional Service Canada

Division: Material Management

Telephone: 613 - 329 - 1381

E-mail: Darrin.molleson@csc-scc.gc.ca

Technical Authority is:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: _____ - _____ - _____

E-mail: _____



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

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Work Fire Panel Upgrades – Bath Institution	Contract No. 21423-24-4601703
	Project No. 440 - 93306

Name of Insurer, Broker or Agent Address (No., Street) City Province Postal Code

Name of Insured (Contractor) Address (No., Street) City Province Postal Code

Additional Insured
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				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
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, 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, cyber and terrorism.

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

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

Contractors Pollution Liability

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



ANNEX B - 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 C - SCOPE OF WORK

Project Name: 440 – CBI Fire Panel Upgrades
Project Number: 440 - 93306
Institution: Collins Bay Institution

Objectives

Correctional Service Canada (CSC) requires the services of a qualified contractor to replace existing Siemens MXL Fire Alarms panels in Fifteen (15) locations at Bath Institution in Kingston, Ontario. This project is to upgrade with the migration of Siemens MXL to Desigo Modular system to maintain compliance monitoring and detections with the institution's fire alarm/detection systems.

The new Desigo Modular fire panel system is "Backward Compatibility" which means it allows for the straightforward replacement from the MXL System. All existing detection components already installed in the selected buildings in Bath Institution, will operate directly with the new panels.

Background

Bath Institution is a medium-security correctional facility, approximately 20 kilometers west of Kingston. The facility occupies approximately 39 acres on a Federal Reserve of 640 acres shared by Millhaven. The older MXL System fire panel systems are reaching the end of their serviceable life, with some 30 plus years old.

Scope of Work

Objectives: Provide the most up to date fire safety for the staff and inmates of Bath Institution.

Deliverables:

Contractor must comply with the following:

The scope of the project includes the following:

Supply all labour and materials to complete work.

Supply and install Desigo Modular system upgrades to the replace the MXL systems in following locations:

BB02:

- Kitchen/CorCan

BB03:

- Accommodation Unit 1
- Works

BB04:

- Bath Powerhouse

BB05:

- Recreation

BB06:

- Informatics
- Unit 2

BB07:

- Programs

BB12:

- Lower Unit 3

BB18:

- Visits & Correspondence

BB19:

- Admission & Discharge

BB20:

- Chapel

BB24:

- Upper 3

BB26:

- Education Center

BB32:

- Stores

- Complete programming to be done on all above fire panel systems being installed.
- New displays to be configured to existing panels and programmed to operate as intended.
- Verification of all new equipment as per CAN/ULC.
- Upgrade includes re-programming of existing custom configuration software, to maintain existing Sequence of Operation programming and ULC listing.
- All fiber optic drivers/REP repeater boards remain.
- Any Materials in operational condition and compatible with other detection systems at the institution to be handed over to CSC representative for spares or other uses.
- All existing conduit, wiring, signaling devices, sprinkler switches, etc. will remain.
- Perform any required misc. electrical work (i.e., 120 VAC isolation) during panel upgrades.
- Contractor is responsible for all expenses associated with any required testing and/or permits associated with this project.



- During the Warranty period, the supplier must be able to maintain the newly installed equipment, having access to Siemens support services such as.
 - a. Marketing Updates.
 - b. Firmware or software releases.
 - c. TechALERT notices.
 - d. Product Application notices.

Requirements and Considerations

Contractor Requirements:

- Contractor to take their own measurements. Contractor must provide all personnel, tools, services, supplies, materials, supervision, and equipment to complete the work as described. All material must be new.
- Reports and related documents produced because of this project become sole property of the Crown.

Submittals:

- Contractor must provide a complete project schedule five (5) business days after award of contract for approval by the Project Authority.
- Contractor must submit one (1) hard copy full size and one (1) electronic copy of the drawings, Operation, and product specification manuals to the Project Authority.
- Certifications for each location and/or node to be finalized once all upgrades are complete and certificates handed over to CSC.
- Programming of new system (includes existing Sequence of Operation)
 - Specifications must be provided in pdf format.

Safety:

- All applicable Federal and Provincial safety codes must be adhered to (i.e., Working at Heights, Hot Work, if required, etc.).
- Contractor must submit health and safety plan (including fire emergency plan). This plan must identify any hazards and details on how these hazards will be mitigated.
- Contractor must submit plan for approval by Project Authority to maintain operation of the building during construction.

Certificates, inspections, standards, codes of practice and regulations:

- All work must comply with applicable federal or provincial/territorial regulations.
- Work must comply with all relevant Fire codes and/or regulations directly relating to the installation and verification of fire detections systems in Canada (NFPA, ULC, NFC).
- The Contractor must utilize the latest editions of the applicable codes, standards, regulations and by-laws.
- All materials must be new and installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.

Workmanship and housekeeping:

- Workmanship must be of the highest standard and must meet all industry standards.
- The work site must be kept clean and free from hazards during the project. Old materials from the project will be removed by the contractor and disposed of in an approved manner offsite.
- Any equipment or building damaged during this project is to be repaired and restored to normal operation by the contractor at no cost to CSC.

Site Access:

- All work to be performed in cooperation with institutional security operations, and during normal business hours.
- Regular working hours of 0800 – 1530, Monday–Friday. After hour work may be arranged and approved with the Project Authority.
- Any site visits by the Contractors must be pre-approved by Project Authority prior to site visit. Security may refuse entrance to the institution if a visit is not prearranged.
- Any required submittals must be provided to Project Authority prior to site access.
- All work must be completed without delay and a schedule of operation(s) must be provided to the Project Authority **at least 48 hours** prior to commencing work. The schedule must include the following: start date, hours of work, and names of those who require entry, milestone dates and completion date.



- Unauthorized electronic devices are not permitted into the Institution (cell phones, cameras, laptops, etc.). Institutional approval is required prior to project start.
- Contractor must provide tool list for approval by Project Authority. All tools Must be accounted for at the end of each workday.
- All workers entering the institution are aware they are working at a Federal correctional facility and are subject to specific rules and regulations while on the property.
- Contractors must work obey and comply with all security staff while working in this area. Work may be halted at times for security operations reasons.
- Photo identification is required for every entry into the Institution.

Additional work or delays:

- The Project Authority and the contract authority must first approve any additional work beyond described in scope of work.
- Any circumstances that cause delay during the project must be identified to the Project Authority as soon as the circumstance is discovered and must be followed up in writing to the Project Authority.

Cost Breakdown:

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

Project to be completed on or before March 31, 2024.

Place of performance

Bath Institution
5775 Bath Road
Bath Ontario
K0H 1G0

Project Authority:

Any proposed changes to the scope of work must be discussed with the Project Authority and Institutional Contact, however any resulting changes will need to be authorized in writing by the Contracting Authority through the issuing of an amendment to the service.

Contracting Authority:

Will oversee the execution of the contract. Any proposed changes cannot take place until written authorization from the Contracting Authority.

Institutional Contact:

Will be responsible for monitoring the progress of the work at the site level and the technical requests from the contractor. They will overview the acceptance and approval of the inspection/services.

LANGUAGE OF SEALED DOCUMENTS:

The official language of the sealed documents (drawings, specifications, or reports or any combination of the three) the Contractor must use, refer to or rely upon to perform the work is English.

Associated Documents: (to be provided after site visit)

- CSC Technical Criteria:
 - E-7 Fire Alarms