



<p>RETURN BIDS TO/RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION- INVITATION TO TENDER DEMANDE DE SOUMISSIONS – APPEL D’OFFRES</p> <p>PROPOSAL TO: ENVIRONMENT CANADA We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Passenger-operated Cableway Rebuild, Little Smoky River near Guy (07GH002), Alberta</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000072875</p>		
	<p>Date of Bid Solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2024-05-27</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2024-06-11</p>	<p>Time Zone – Fuseau horaire Pacific Daylight Time (PDT)</p>	
	<p>F.O.B – F.A.B See herein</p>		
	<p>Address Enquiries to - Adresser toutes questions à Helena Lee / Helena.Lee@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone N/A</p>	<p>Fax No. – N° de télécopieur N/A</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein</p>		
	<p>Destination of Services / Destination des services Coordinates are approximately Lat : 55°27'22.4"N Long : 117°09'42.8"W</p>		
	<p>Security / Sécurité See herein</p>		
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>		
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de télécopieur</p>	
	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)</p>		
	<p>Signature</p>		<p>Date</p>



INVITATION TO TENDER

Passenger-operated Cableway Rebuild, Little Smoky River near Guy (07GH002), Alberta

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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

[Archived - Standard Acquisition Clauses and Conditions Manual | CanadaBuys](#)

- GI01 Integrity Provisions - Bid
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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 Services and Procurement Canada. The SACC Manual is available on the PWGSC Web site: [Archived - Standard Acquisition Clauses and Conditions Manual | CanadaBuys](#)

The General Instructions [R2710T](#) are modified as follows:

At GI08 (2022-12-01) Bid security requirements

DELETE: 2.

INSERT: 2. A **bid bond** (form [PWGSC-TPSGC 504](#)) shall 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 should 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 bonds 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.

INSERT Subsection: “**3.1 Security Deposit**”

A **security deposit** such as a bank draft, money order or bill of exchange (certified cheque) may be submitted in the form of an electronic PDF file, verifiable by Canada with respect to the totality and wholeness of the security deposit, with all signatures. The security deposit can be provided in one of two ways:

- Electronic PDF file with embedded digital certificate including content, digital signatures and digital seals of the issuing government or banking institution; or
- Electronic PDF of a scanned copy of the security deposit including content, signatures and seals of the issuing government or banking institution.

At GI10 (2010-01-11) Revision of bid

DELETE: In its entirety.

INSERT:

1. A bid submitted in accordance with these instructions may be revised provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The revision shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. 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.

At GI13 (2020-05-28) Procurement Business Number

DELETE: In its entirety.

At GI16 (2010-01-11) Performance evaluation

DELETE: 2.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at email address: Helena.Lee@ec.gc.ca. Except for the approval of alternative materials as described in GI15 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 result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, Environment and Climate Change Canada (ECCC) 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 in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 REVISION OF BID

A bid may be revised in accordance with GI10 of [R2710T](#).



SI04 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated 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.

SI05 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](#).

SI06 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.

SI07 BID PREPARATION INSTRUCTIONS

Bids must be prepared and submitted in accordance with GI09 (2014-03-01) Submission of Bid.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](#). To assist Canada in reaching its objectives, Bidders are required to submit their bid electronically.



Note for electronic submission of bids:

In order to be considered, bids must be received no later than the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: **Helena Lee**

Solicitation Number: **5000072875**

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

SI08 CONSTRUCTION DOCUMENTS

Construction documents such as Specifications and Drawings are attached at Annex A and Annex B, respectively. Any other construction documents will be provided to the Contractor upon contract award.

SI09 SECURITY CLEARANCE REQUIREMENTS

Not Applicable

SI10 LISTING OF SUBCONTRACTORS AND SUPPLIERS

[R2710T](#), GI07 has been amended to the following:

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed (estimated at 25% or more of project value). See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

SI11 GREEN PROCUREMENT

To support the mandate and commitments of ECCC and the Government of Canada as a whole, Bidders that do business with ECCC are expected to have a Corporate Environmental Policy that addresses water conservation, greenhouse gas (GHG) reduction, waste reduction, air quality, and supports biodiversity and protection of wildlife.

SI12 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

SI13 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

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

<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<https://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>



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 – Construction Services	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 – Construction Services	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 – Construction Services	R2880D (2019-11-28);
GC9	Contract Security	R2890D (2022-12-01);
GC10	Insurance	R2900D (2008-05-12);
GC11	Allowable Costs for Contract Changes 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: [Archived - Standard Acquisition Clauses and Conditions Manual | CanadaBuys](#)

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

The General Conditions are modified as follows:

[R2810D](#) – General Conditions (GC) 1: General Provisions – Construction Services

At GC1.1.2 Terminology

INSERT: “Payment Legislation” means the *Federal Prompt Payment for Construction Work Act*, S.C. 2019, c.29, s.387, and if the Work is being performed in a province that has been designated in accordance with s.6 (1) of the Act, the similar regime applicable in that province;

[R2850D](#) – General Conditions (GC) 5 – Terms of Payment >100K – Construction Services

At GC5.2 (2010-01-11) Amount Payable

DELETE: paragraph 1)

INSERT: 1. Subject to any other provisions of the Contract and Payment Legislation, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.



At GC5.4 (2014-06-26) Progress Payment

DELETE: subparagraph 1)(a)

INSERT: a. a written progress claim in a form acceptable to Canada and in accordance with Payment Legislation that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

DELETE: paragraph 2)

INSERT: 2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the following:

- a. the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
 - i. is in accordance with the Contract; and
 - ii. was not included in any other progress report relating to the Contract.
- b. if in the opinion of Canada, part of the Work and the Material described in the progress claim is not payable under the Contract:
 - i. a description of that part of the Work and the Material not payable under the contract;
 - ii. the amount that will not be paid; and
 - iii. the reasons for the non-payment.

DELETE: subparagraph 4)(a)

INSERT: a. 28 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or

At GC5.5 (2014-06-26) Substantial Performance of the Work, subparagraph 4)(a)

DELETE: "30 days"

INSERT: "28 days"

At GC5.6 (2008-05-12) Final Completion, subparagraph 3)(a)

DELETE: "60 days"

INSERT: "28 days"

At GC5.11 (2008-05-12) Delay in Making Payment

INSERT: 4. Unless Canada orders the Contractor to suspend the Work or part of the Work pursuant to GC7.2, the Contractor must not stop or suspend the Work or part of the Work pending any payments under the Contract.

R2865D General Condition (GC) 6 – Delays and Changes in the Work – Construction Services

At GC6.5 (2008-05-12) Delays and Extension of Time

DELETE: paragraph 4), paragraph 5) and paragraph 6)

INSERT: 4. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall, within ten working days of the date the neglect or delay first occurred, give Canada a written notice which shall include:

- a. a description of the facts and circumstances of the situation sufficient for Canada to properly assess the impacts of the situation;
- b. indication of its intention to claim for extra costs, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and



- c. a reasonable estimate of those extra costs, losses or damages that the Contractor intends to claim.
5. When the Contractor has given a notice referred to in paragraph 4) of GC6.5 and such notice contains the information specified therein, the Contractor shall give Canada a detailed written claim for the extra expenses, losses or damages no later than 180 days after the date the delay or neglect first occurred.
6. A detailed written claim referred to in paragraph 5) of GC6.5 shall contain:
 - a. a complete description of the facts and circumstances of the occurrence that is the subject of the claim to allow Canada to determine if the claim or any part thereof is justified;
 - b. a detailed breakdown of claimed extra expenses, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and
 - c. all supporting documentation to demonstrate, to the satisfaction of Canada, that the extra expenses, losses or damages have been incurred and paid. Canada may require that the Contractor supply such further and other information for that purpose as Canada requires.

[R2880D](#) General Condition (GC) 8 – Dispute Resolution – 100K to 5M – Construction Services

At GC8.1 (2019-11-28) Interpretation

INSERT: 4. Nothing in this Contract shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by the Payment Legislation.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENTS SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of [R2810D](#) is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract
- b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.



2. The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Environment and Climate Change Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Sudden and Accidental Pollution Liability¹ (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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.
- (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.

SC04 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.

SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.2.2. of R2890D is deleted and replaced 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, 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.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Passenger-operated Cableway Rebuild, Little Smoky River near Guy (07GH002), Alberta

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:			
Operating Name (if any):			
Address:			
Telephone:		Fax:	
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 **120 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)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within **fourteen (14) weeks** from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - 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)

Name & Title (*printed*):

Signature: _____

Date: _____



APPENDIX “1” - PRICE FORM

The following is a breakdown of major item prices, inclusive of supply and installation cost, which are included in the total Tender Price submitted by: _____ (enter name of Bidder) in the completion of works for this project.

- 1) 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.
- 2) The prices provided in column ‘Activity Cost’ of the table below will govern in establishing the Total Extended Price. Any arithmetical errors in this Appendix will be corrected by Canada.

Item	Deliverables and Tasks	Activity Cost applicable tax(es) extra
1	Mobilization and Miscellaneous: <ul style="list-style-type: none"> - Mobilization, site preparation, and demobilization, - Site restoration to and setting of required grades around infrastructure, - Alignment and as-built land survey, - Pre-construction and post-construction submittals. - Collect required soil samples to confirm soil properties prior to backfilling. 	\$
2	Removal and Disposal of Old Infrastructure: <ul style="list-style-type: none"> - Removal and disposal of old A-Frame, cables, platform infrastructure and any other above ground infrastructure. - Removal and disposal of old concrete footings and concrete mass anchors. 	\$
3	Construction of Concrete Anchor: <ul style="list-style-type: none"> - Supply ready-mix concrete and concrete formwork and falsework (if applicable), - Supply reinforcement to CSA G30.18, Grade 400R. - Construction of cast-in-place concrete anchors as per the Drawings. Formwork must be removed along sides of anchor. - Concrete Testing: Compression Cylinder Testing at 7 and 28 days. A slump test and an air entrainment test. Target values are in the Drawings and CSA standards. - Placement and installation of reinforcement and the supplied U-bars as per the Drawings. - Installation of one (1) ECCC supplied benchmark, to be cast on concrete anchor. 	\$
4	Installation and Construction of Triple Plate Anchor System: <ul style="list-style-type: none"> - Excavation and backfilling - Installation of one triple plate anchor system as per drawings. - Installation of one (1) ECCC supplied benchmark on steel rod driven to refusal. 	\$
5	Steel Footings and Foot Pieces Installations on both banks:	\$



Item	Deliverables and Tasks	Activity Cost applicable tax(es) extra
	<ul style="list-style-type: none">- Placement and installation of steel footings and foot pieces as per Drawings.	
6	A-Frames and Associated Components Installation: <ul style="list-style-type: none">- Assembly and installation of two (2) new A-Frames (1 m and 5 m) and associated platforms, railing, ladders, safety bar, gate, and danger signs. ECCC will provide A-Frame and associated A-Frame components.- Tower erection to plumb position.- A-frames to be installed as per 3136 series drawings.	\$
7	Cables and Associated Components Installation: <ul style="list-style-type: none">- Installation of new main cable, marker cable and aircraft marker balls, tieback cables, safety loops, cable car, and associated cable fittings as per Drawings. ECCC will provide the cables and associated cable fittings.- Main and marker cables must be attached to anchors, as per Items 2 and 3, on each bank.- Adjust the unloaded sag as per Drawings.	\$
Total Extended Price (applicable taxes extra)		\$



APPENDIX "2" - INTEGRITY PROVISIONS

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché. / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.

*** Informations obligatoires / Mandatory Information**

*Dénomination complète de l'entreprise / Complete Legal Name of Company
*Nom commercial / Operating Name
*Adresse de l'entreprise / Company's address
*Type d'entreprise / Type of Ownership
<p>¹Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement. ¹List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process.</p> <p><input type="checkbox"/> Individuel/Individual: Pour les propriétaires uniques, y compris les propriétaires uniques qui soumissionnent en tant que coentreprises, doivent fournir <u>une liste complète des noms de tous les propriétaires</u>. For sole proprietors, including sole proprietors bidding as joint ventures, must <u>provide a complete list of the names of all owners</u>.</p> <p>Corporation/Corporation</p> <p><input type="checkbox"/> Société publique/Publicly owned corporation: Pour les sociétés publiques, y compris les coentreprises, les fournisseurs doivent <u>fournir une liste des noms de tous les administrateurs actuels</u>. For public corporations, including joint ventures, suppliers must provide a <u>list of names of all current directors</u>.</p> <p><input type="checkbox"/> Société privée/Privately owned corporation: Pour les sociétés privées, y compris les coentreprises, les fournisseurs doivent fournir <u>une liste des noms des propriétaires</u>. For private corporations, including joint ventures, suppliers must provide <u>a list of the owners' names</u>.</p> <p><input type="checkbox"/> Coentreprise/Joint Venture: Pour les coentreprises, les fournisseurs doivent fournir <u>une liste complète des noms de tous les propriétaires</u>. For joint ventures, suppliers must provide <u>a complete list of the names of all owners</u>.</p> <p><input type="checkbox"/> Autre/Other : Les fournisseurs qui sont un partenariat n'ont pas besoin de fournir une liste de noms. Suppliers that are a partnership do not need to provide a list of names.</p>



***1**Membres du conseil d'administration / Board of Directors, Conseil des gouverneurs / Board of Governors;
Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of
Trustees; Comité de réception / Board of Visitors
(Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)

Prénom/Nom First name/Last Name	Position (si applicable) / Position (if applicable)



APPENDIX “3” - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If “own forces” of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		



APPENDIX "4" - FORMER PUBLIC SERVANT CERTIFICATION

Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a **department** as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant: _____;
- b. date of termination of employment or retirement from the Public Service
(yyyy/mm/dd):_____.



By providing this information, Bidder agrees that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant: _____;
- b. conditions of the lump sum payment incentive: _____;
- c. date of termination of employment (yyyy/mm/dd): _____;
- d. amount of lump sum payment: _____;
- e. rate of pay on which lump sum payment is based: _____;
- f. period of lump sum payment including start date, end date and number of weeks: _____;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program: _____.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Name and Title *(please print)*: _____

Company Name: _____

Signature: _____ **Date**: _____



APPENDIX “5” – HEALTH AND SAFETY CERTIFICATION

Certifications

The qualified Contractor must have health and safety certification by means of a Corporate Certificate of Recognition (COR) or Small Employer COR (SECOR) relevant to work. A temporary letter of certification (TLC) will be accepted as a proof of the Contractor engagement with the certification process to achieve their COR/SECOR.



ANNEX "A" – SPECIFICATIONS

The document is provided in PDF format as a separate attachment of this solicitation.



ANNEX “B” – DRAWINGS

The following documents are provided in PDF format as separate attachments of this solicitation:

- Solicitation No 5000072875 - Annex B_Engineering Design Services_Little Smoky River near Guy (07GH002)_EN
- Solicitation No 5000072875 - Annex B_Standard A Frame Drawings_Little Smoky River near Guy (07GH002)_EN