



<p><b>RETURN BIDS TO/RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION- INVITATION TO TENDER DEMANDE DE SOUMISSIONS – APPEL D’OFFRES</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b> 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><b>SOUMISSION À: ENVIRONNEMENT CANADA</b> 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>	<b>Title – Titre</b> Cableway Upgrades and Repairs at Raspberry Creek near the Mouth (10CD003)		
	<b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000064222		
	<b>Date of Bid Solicitation – Date de la demande de soumissions (YYYY-MM-DD)</b> 2022-05-12		
	<b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> at – à 2:00 P.M. on – le 2022-05-27	<b>Time Zone – Fuseau horaire</b> Pacific Daylight Time (PDT)	
	<b>F.O.B – F.A.B</b> See herein		
	<b>Address Enquiries to - Adresser toutes questions à</b> <a href="mailto:Teresa.Olson@ec.gc.ca">Teresa.Olson@ec.gc.ca</a>		
	<b>Telephone No. – N° de téléphone</b> 431-815-4115	<b>Fax No. – N° de télécopieur</b> N/A	
	<b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> See herein		
	<b>Destination of Services / Destination des services</b> British Columbia The station’s coordinates are approximately 58.89239° N and 123.31889° W NAD83.		
	<b>Security / Sécurité</b> See herein		
	<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</b>		
	<b>Telephone No. – N° de téléphone</b>	<b>Fax No. – N° de télécopieur</b>	
	<b>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)</b>		
	<b>Signature</b>	<b>Date</b>	



## INVITATION TO TENDER

### CABLEWAY UPGRADES AND REPAIRS AT RASPBERRY CREEK NEAR THE MOUTH (10CD003)

## TABLE OF CONTENTS

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Revision of Bid
- SI04 Insufficient Funding
- SI05 Bid Validity Period
- SI06 Rights of Canada
- SI07 Bid Preparation Instructions
- SI08 Construction Documents
- SI09 Security Clearance Requirements
- SI10 COVID-19 Vaccination Requirement and Certification
- SI11 Listing of Subcontractors and Suppliers
- SI12 Green Procurement
- SI13 Bid Challenge and Recourse Mechanisms
- SI14 Web Sites

### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS**

#### **(GI) (2021-04-01)**

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- 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 Compliance with Applicable Laws
- GI14 Approval of Alternative Materials
- GI15 Performance Evaluation
- GI16 Conflict of Interest-Unfair Advantage
- GI17 Code of Conduct for Procurement—bid

### **CONTRACT DOCUMENTS (CD)**

### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Security Clearance Requirements, Documents Safeguarding
- SC02 Limitation of Liability
- SC03 Insurance Terms
- SC04 Compliance with On-Site Measures, Standing Orders, Policies and Rules
- SC05 Types and Amounts of Contract Security



**BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Legal Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature

**APPENDIX "1"**

**APPENDIX "2"**

**APPENDIX "3"**

**APPENDIX "4"**

**APPENDIX "5"**

**PRICE FORM**

**INTEGRITY PROVISIONS**

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

**FORMER PUBLIC SERVANT CERTIFICATION**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

**ANNEX "A"**

**ANNEX "B"**

**SPECIFICATIONS**

**DRAWINGS**



## 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 (2021-04-01)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement Canada. 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>

The General Instructions R2710T are modified as follows:

At GI08 (2018-06-21) 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 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.

**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: [Teresa.Olson@ec.gc.ca](mailto:Teresa.Olson@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 \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](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](mailto:soumissionsbids@ec.gc.ca)

Attention: *Teresa Olson*

Solicitation Number: 5000064222

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 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Appendix 5).

This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **SI11 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.**



## SI12 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.

## SI13 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.

## SI14 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&section=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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGSC-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>

COVID-19 Vaccination Requirement for Supplier Personnel

<https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel>



## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D (2021-12-02);
GC2	Administration of the Contract – 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 (2018-06-21);
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: <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 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 Liability<sup>1</sup> (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

---

<sup>1</sup> 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



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

CABLEWAY UPGRADES & REPAIRS AT RASPBERRY CREEK NEAR THE MOUTH (10CD003)

#### 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 **ten (10) 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 G108 - 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” - PRICE FORM**

- 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.

<b>Part A</b>			
	Column:	A	B
	Description	Unit	Price (applicable taxes extra)
1	Cableway Upgrades and Repairs at Raspberry Creek near the Mouth (10CD003) *	Lump Sum	\$
<p>*The selected proponent must submit the Cost Breakdown to the Department Representative within 5 business days of Contract Award. The Cost Breakdown must be accepted by the Department Representative before commencement of work. The Cost Breakdown must include, as a minimum, the following sections:</p> <ul style="list-style-type: none"> <li>• Submittals</li> <li>• Mobilization</li> <li>• Replacement of main cable with 3/4" cable and hardware</li> <li>• Installation of main cable safety loops</li> <li>• Replacement of marker cable with 3/8" cable and hardware</li> <li>• Removal of existing and installation of new tieback cables and hardware</li> <li>• Removal of existing and installation of new anchor systems, bridles and tieback plates</li> <li>• Removal of existing and installation of new footings and hinges</li> <li>• Repositioning of far side A-frame and platform</li> <li>• Re-setting A-Frames to plumb</li> <li>• Installation of right bank danger sign</li> <li>• Setting of main and marker cable sags</li> <li>• Demobilization</li> <li>• Others, listing items as applicable</li> </ul>			
<b>Part A Sub-Total</b> (applicable taxes extra) :			\$

**Part B** Total including GST (Part A x 1.05%) = \$ \_\_\_\_\_





## 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.<sup>2</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>2</sup>

**\* Informations obligatoires / Mandatory Information**

<b>*Dénomination complète de l’entreprise / Complete Legal Name of Company</b>		
<b>*Nom commercial / Operating Name</b>		
<b>* Adresse de l’entreprise / Company’s address</b>	<b>*Type d’entreprise / Type of Ownership</b>	
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture	
<b>* Membres du conseil d’administration<sup>3</sup> / Board of Directors<sup>3</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</b>		
<b>Prénom / First name</b>	<b>Nom / Last Name</b>	<b>Position (si applicable) / Position (if applicable)</b>

<sup>2</sup> **Liste 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:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d’une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d’entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n’ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers 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;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

<sup>3</sup> 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



### 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.

	<b>Subcontractor and Suppliers</b>	<b>Division</b>
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” - CERTIFICATE OF VACCINATION AGAINST COVID-19 – SUPPLIER

### Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to any Contract resulting from  
\_\_\_\_\_ (*solicitation number*), warrant and certify that all personnel  
that \_\_\_\_\_ (*name of business*) will provide on this Contract who

access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures as of November 15, 2021 that have been presented to and approved by Canada;

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Optional

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

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in



accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



## **ANNEX “A” – SPECIFICATIONS**

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



## **ANNEX “B” – DRAWINGS**

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