

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Snow Removal, Lacombe, Alberta	
<b>Solicitation No. - N° de l'invitation</b> 01587-130116/A	<b>Date</b> 2012-11-02
<b>Client Reference No. - N° de référence du client</b> 01587-130116	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWU-014-9605	
<b>File No. - N° de dossier</b> PWU-2-35175 (014)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-11-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lau (RPC), Chris	<b>Buyer Id - Id de l'acheteur</b> pwu014
<b>Telephone No. - N° de téléphone</b> (780) 497-3981 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD RESEARCH CENTER 6000 C&E TRAIL LACOMBE Alberta T4L1W1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>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>

## **SNOW REMOVAL SERVICE, LACOMBE, AB**

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pwu014

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Insurance Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements and Lacombe Research Station Site Diagram.

### **2. Summary**

For the provision of all labour, materials, tools, equipment, transportation, and supervision necessary for snow removal, sanding, and sweeping of all parking lots and roadways at the Lacombe Research Centre main campus, Lacombe, AB. The Work shall be performed for the Department of Agriculture and Agri-Food, Lacombe, Alberta, in accordance with the terms and conditions as specified in the Request For Proposal for the period of date of December 1, 2012 to November 30, 2015 (estimated).

The requirement is limited to Canadian goods and/or services.

### **3. Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ( Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

#### **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least four (4) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **Section II: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Financial Evaluation**

In Annex "B", the Basis of Payment, for each year the firm unit prices quoted for items 1, 2, and 3 will be multiplied by the estimated annual usages shown. The resulting amounts will be added together to obtain a total evaluated bid price.

### **2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award**

- 1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### **2. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **2.1 Federal Contractors Program - Certification**

##### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids

as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44,  
(<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>);
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.  
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml> )

## 2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

### 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, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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;
- (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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**2.3 Canadian Content Certification****2.3.1 SACC Manual clause A3050T (2010-01-11 ), Canadian Content Definition****2.3.2 Canadian Content Certification (A3059T - 2010-01-11)**

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

- ( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual. (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6>)

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## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C"

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Requirement**

For the provision of all labour, materials, tools, equipment, transportation, and supervision necessary for snow removal, sanding, and sweeping of all parking lots and roadways at the Lacombe Research Centre main campus, Lacombe, AB. The Work shall be performed for the Department of Agriculture and Agri-Food, Lacombe, Alberta, in accordance with the terms and conditions herein for the period of the Contract.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

2010C (2012-07-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The period of the Contract is from December 1, 2012 to November 30, 2015, inclusive, (estimated).

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Christopher Lau, Supply Specialist  
Public Works and Government Services Canada

Western Region, Acquisitions Branch  
 Telus Plaza North  
 5th Floor, 10025 Jasper Avenue  
 Edmonton, Alberta T5J 1S6  
 Telephone: 780- 497-3981  
 Facsimile: 780-497-3510  
 E-mail address: christopher.lau@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **4.2 Site Authority**

The Site Authority for the Contract is: (to be named in the Contract)

The Site Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Site Authority; however, the Site Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **4.3 Contractor's Representative (to be completed by bidder)**

##### **Regular Service Calls**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

E-mail address: \_\_\_\_\_

##### **After Hours Calls**

Name \_\_\_\_\_

Telephone \_\_\_\_\_

### **5. Payment**

#### **5.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B",

to a limitation of expenditure of \$(*to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$(*to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C0711C (2008-05-12), Time Verification  
 H1000C (2008-05-12), Single Payment (*when applicable*)  
 H1008C (2008-05-12), Monthly Payment (*when applicable*)

## 6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
  - (b) a copy of any other documents as specified in the Contract;
  - (c) a copy of the invoices, receipts, and vouchers for all direct expenses.
2. Invoices must be distributed as follows:



- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Certifications

- 7.1** 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.

## 7.2 SACC Manual Clauses

A3060C Canadian Content Certification

2008-05-12

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) the Contractor's bid dated (to be completed upon award).

## 10. Insurance Requirement

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

Solicitation No. - N° de l'invitation

01587-130116/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu014

Client Ref. No. - N° de réf. du client

01587-130116

File No. - N° du dossier

PWU-2-35175

CCC No./N° CCC - FMS No/ N° VME

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The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **11. SACC Manual Clauses**

A9068C Government Site Regulations

2010-01-11

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Contractor's Responsibility

1. All parking lots and roadways at the Lacombe Research Centre Main Campus are to be cleared of snow prior to 7:30 am, each weekday morning when there are 10 (ten) centimetres (cm) or more of snow. The snow can be stockpiled on site in the Site Authority's designated areas (See attached Annex "D", Lacombe Research Station Site Diagram).
2. All roadways are to be sanded as required.
3. All excess sand is to be removed in the spring as required and be placed in the Site Authority's designated areas.

#### 2. Quality Control

1. Within five (5) days after Contract award, the Contractor shall submit to the Site Authority for approval an overall plan of action for the snow removal described in the Scope of Work above. The plan should include, but is not limited to, the following information:
  - a. Types of Machinery used
  - b. Number of personnel
  - c. Estimated completion time
  - d. Estimated cost per task/site based on rates in Basis of Payment, Annex "B".
2. The Site Authority may request that the Contractor justify any deviations of work outside this plan of action.

#### 3. Workmanship

1. All work shall be performed by experienced operators. On award of Contract, the Contractor must provide names of personnel performing work on this Contract. The Contractor must also provide documentation for any operators of vehicles that require training and certification.
2. The Contractor shall not subcontract any of the work outlined herein without the written consent of the Site Authority
3. The Contractor shall redo all work unsatisfactory to the Site Authority without extra cost.
4. The Contractor shall be responsible for obtaining and paying for all licenses and permits required to perform the work requested and shall obtain all inspections from authorities having jurisdiction.
5. The Contractor shall provide the authorities having jurisdiction with all information requested.

6. The Contractor shall be held liable for any damages to personal or public property or personal injury caused by the Contractor's operators or equipment. If damage occurs due to use of Contractor or equipment, it must be reported immediately to the Site Authority who will advise. Damages caused by Contractor work or equipment will be repaired at cost to the Contractor.

**ANNEX "B"****BASIS OF PAYMENT**

- Rates quoted must include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the Contract.
- GST is not to be included in the unit price but will be added to any invoice issued against the Contract.
- Estimated usages are for evaluation purposes only; actual usage may vary from amounts shown.
- **(NOTE: There must be a firm unit price in each line item to be considered responsive.)**

Item	Description	Est. Annual Usages	Firm Unit Price		
			Year 1 (est)	Year 2 (est)	Year 3 (est)
			20120p/12/01- 2013/11/30	2013/12/01- 2014/11/30	2014/12/01- 2015/11/30
<b>1.</b>	<b>Snow Removal Equipment with Operators</b>				
a)	Grader	30 hrs	\$_____/hr	\$_____/hr	\$_____/hr
b)	Wheel Loader	35 hrs	\$_____/hr	\$_____/hr	\$_____/hr
c)	Front End Loader/Skid Steer	40 hrs	\$_____/hr	\$_____/hr	\$_____/hr
<b>2.</b>	<b>Sanding</b>				
	Sand Distribution - includes use of sander and required chip rock grade sand to cover specified areas.	4 hrs	\$_____/hr	\$_____/hr	\$_____/hr
<b>3.</b>	<b>Removal of Excess Sand</b>				
	Spring removal of excess sand from lot as per instructions in the Statement of Work, Annex "A".	4 hrs	\$_____/hr	\$_____/hr	\$_____/hr

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. 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 Public Works and Government Services 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).

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- (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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (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) **Non-Owned Automobile Liability - Coverage for suits against the Contractor** resulting from the use of hired or non-owned vehicles.

## **2. Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile 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.
- 2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

01587-130116/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu014

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

01587-130116

PWU-2-35175

## **ANNEX “D”**

### **LACOMBE RESEARCH STATION SITE DIAGRAM**

**(Attached)**



01587-130116/A

C &amp; E Trail

