

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
BFC Bagotville, CP 380
CFB Bagotville, PO Box 380
Bâtiment 71, local 115
Building 71, Room 115
Alouette
Quebec
G0V1A0

**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

Title - Sujet Removal of snow at St-Malo Armoury	
Solicitation No. - N° de l'invitation W0106-12V205/A	Date 2012-08-21
Client Reference No. - N° de référence du client W0106-12-V205	
GETS Reference No. - N° de référence de SEAG PW-\$BAL-002-14783	
File No. - N° de dossier BAP-2-35240 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-02	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Larouche, Denise	Buyer Id - Id de l'acheteur bal002
Telephone No. - N° de téléphone (418) 677-4000 (4137)	FAX No. - N° de FAX (418) 677-3288
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Defense National St-Malo Armoury 1020 Street Vincent Massey Quebec	

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

TPSGC/PWGSC
BFC Bagotville, CP 380
CFB Bagotville, PO Box 380
Bâtiment 71, local 115
Building 71, Room 115
Alouette
Québec
G0V1A0

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

“The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).”

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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* (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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.

Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held with Project Authority DND: **Contact: Jocelyn Boutet Phone: (418)844-5000 ext. 6425/ Cell. (418)808-7167 on September 11, 2012 at 10h00 to St-Malo Armoury, 1020 street Vincent Massey, Quebec.**

Bidders are requested to communicate with the Contracting Authority: Denise Larouche tél: (418)677-4000 ext. 4137, E-mail denise.larouche@pwgsc-tpsgc.gc.ca 2 day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the 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.

Your tender can be transmitted by fax to: **#418-677-3288** or by mail to the following address:

Bid Receiving Unit: Public Works and Government Services Canada
CFB Bagotville, PO Box 380
Building 71, Local 115
Alouette, Quebec
G0V 1A0

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Québec.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

1.1 SACC Manual Clauses

C3011T (11/01/10), Exchange Rate Fluctuation

Section III: 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 technical and financial evaluation criteria.

➔ Bidders must complete and include with their bidder Annex "B" Statement of Work page 9.

- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

«IMPORTANT»

1.1.1 Mandatory Technical Criteria of closing date

a)	<p>Bidders must have completed at least one (1) contract of a similar scope in the same field as the present requirement. "Similar scope" means a contract worth at least \$30 000 for one season.</p> <p>➔ To demonstrate that the company possesses the required qualifications, bidders must enclose with their bid a list of relevant contracts that they have completed, including a brief description of each, the company's responsibilities, the duration and value of the contract, and the name of the client(s) for whom the work was performed.</p>
b)	<p>The Contract must be in possession of and keep in good working order any heavy equipment required to perform the work in accordance with the specifications at Annex "A" Statement of work Part 2 - Equipment</p> <p>➔ To demonstrate that the company can perform the works, bidders must enclose with their bid a list of their machinery for the snow removal and a list of machinery for work of maintenance.</p>

1.2 Financial Evaluation

SACC Manual Clause A0222T (11/01/10), Evaluation of Price

2. Basis of Selection - Mandatory Technical Criteria Only

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price of Annex "B" - Basis of Payment 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 - Consent to a Criminal Record Verification

➔ Bidders must **submit with their bid**, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder; and
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSC 229), <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html> for each individual named in the list.

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 - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. 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;
- (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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

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.

1.3 Education and Experience

Clause du guide des CCUA A3010T - (2010/08/16), Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. 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 Manual*

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

3.1 General Conditions

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from the date of Contract to September 30, 2014 inclusive with three (3) years in option from October 1 to September 30 of each year..

4.1.1 Period to Perform the Work of Snow Removal

The period of Works to be performed - Snow Removal is from November 1 to April 30, of each year.

4.1.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Annex "B" Basis of Payment and the conditions enumerated in the following paragraph.

4.1.2.1 Consumer Price Index as Published by Statistics Canada

Canada may exercise the option to extend the term of the Contract, year by year, as shown in the Contract or as amended pursuant to the terms and conditions as expressed therein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year, provided that written notice of the request for extension is given by one party to the Contract to the other party at least 60 days prior to the date of completion of the Contract and the other party agrees in writing, to the request for extension referred to therein no later than fifteen (15) days after receipt of said notice.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Larouche
Title: Supply Officer
Public Works and Government Services Canada
Telephone: (418)677-4000 ext. 4137
Facsimile: (418)677-3288
E-mail address: denise.larouche@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.

5.2 Project Authority - DND

(Client Contact to be specify in the Contract by

PWGSC)

Name: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

The Project 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 Project Authority, however the Project 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.

5.3 Contractor's Representative

Name and telephone number of the person responsible for:

(a) Contract Manager:

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail: _____

(b) Services Follow-up:

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6. Payment

6.1 Basis of Payment

Basis of Payment - Firm Price and Rates

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid at the firm lot prices and rates as indicated in Annex "B" Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into work.

6.2 SACC Manual Clauses

A9117C (30/11/07), T1204 - Direct Request by Customer Department

C6000C (25/05/07), Limitation of price

H1001C (12/05/08), Multiple Payments

7. Invoicing Instructions

Please refer Statement of Work, annex "B" part 1.2

8. Certifications

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.

9. Applicable Laws

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

10. 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) 2010C (16/07/12), General Conditions - Services (Medium Complexity) apply to and form part of the Contract
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Location Maps
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11. SACC Manual clause

A9006C (16/07/12) Defence Contract

A9062C (11/05/16) Canadian Forces Site Regulations

G1005C (12/05/08) Insurance

ANNEX “A” Statement of work

ANNEX “B” Base of payment

ANNEX “C” Location maps

***These Annex are attached hereto and must be inserted here and are part of the present.**

-Annex A

STATEMENT OF WORK

PART 1 – GENERAL INSTRUCTIONS

1.1 General

The required snow removal services include the following:

Clearing, de-icing and disposal of snow and ice, and ensuring safety at Department of National Defence (DND) premises locations, from parking lots and walkways in accordance with the Statement of Work (SOW) and plans #L-Q10-9302-101 St-Malo Armoury, in Annex C.

1.2 Description of required services

The work includes providing labour, materials, products, equipment, machinery, transportation, fuel, supervision, maintenance and repair of equipment and machinery, and all that is necessary to complete the work in accordance with the SOW.

1.3 Locations of work

1. St-Malo, Armoury, 1020 rue Vincent Massey, Quebec

1.4 Location of access

1. The terms and conditions for accessing the site shall be specified by the Technical Authority at the start-up meeting (see section 1.10).
2. Traffic on the work site will be subject to troop movements and to the regulations in force at the Valcartier Garrison.

1.5 Scope of work

The work includes, but is not limited to, the following:

1. Removal of snow as precipitation occurs; that is, ensuring that the site surfaces indicated on the map are safe by clearing, de-icing and disposing of snow and ice outside DND premises in accordance with the SOW and plans # L-Q10/1-9302-101.
2. Removal, upon request and without any additional charges, of piles of snow and ice resulting from roofs being cleared by DND. Disposal of snow and ice in accordance with subsection 1.5.1.
3. Once one or more snowfalls total 50 mm or more, the Contractor shall immediately carry out snow removal work in the designated locations. However, the Contractor shall not construe this as permission to leave 50 mm of snow and/or ice on the ground during snow removal.
4. Placing markers in the fall along the surfaces to be cleared and removing them in the spring. Posts may be of wood, fibre or metal, but they must be approved in advance by the DND representative. Remove and dispose of posts in the spring.

1.6 Safety standards

1. The Contractor shall comply with Quebec's *Act respecting occupational health and safety* and any other provincial act or regulation concerning the Commission de la santé et de la sécurité du travail (CSST), including the *Regulation respecting industrial and commercial establishments* (S-2.1, r 9) and the *Safety Code for the construction industry*, published under regulation S-2.1, r 6. The Contractor shall also comply with federal acts, regulations and standards, DND fire safety regulations, industry usage standards and the *Canada Labour Code*. In the event of a discrepancy or conflict between legislative provisions, regulatory provisions and the safety standards, the most stringent provisions or standards shall prevail.
2. At the start-up meeting (see section 1.10), the Technical Authority shall explain the actions to be taken in the event of a hazardous situation and provide the emergency telephone numbers to call from the worksites.
3. The Contractor shall suspend the work at the request of the Technical Authority if he or she believes that the work is not being performed safely or in accordance with applicable safety legislation.
4. The Contractor shall supply any equipment or devices needed to meet the requirements of subsection 1.6.1, including personal protective equipment and a first aid kit.
5. The Contractor shall inform all relevant persons of any health and safety risks prior to commencing the work and regularly throughout the performance of the work. The Contractor shall keep a record of the information communicated, including the date and time of the communication.

1.7 Responsibilities of the Contractor

1. The Contractor is responsible for keeping up-to-date on weather forecasts and for regularly checking the surfaces to be cleared in order to ensure that contract requirements are met.
2. The Contractor is responsible for inspecting with the Technical Authority the locations to be cleared, for preparing inspection reports prior to the start of the winter season and for reporting any observed damage or damage caused to DND property during the season.
3. Once the snow has melted, the Contractor is responsible for repairing any damage caused during snow removal.

1.8 Availability and timeframes

Availability

1. Services shall be provided regardless of the day or time, even on weekends and holidays. Unless otherwise indicated by the Technical Authority, services shall be offered in a manner that does not interrupt work in progress.
2. For the duration of the service contract, the individuals in charge of administration must be able to be reached by telephone, fax and/or e-mail on working days.
3. The Contractor shall appoint a designated representative to the site and ensure that the Technical Authority can contact the representative by phone 24 hours a day, 7 days a week, without exception, from November 1 to April 30. The Contractor shall provide a replacement for that person, if necessary. The representative(s) shall have the authority

to take orders from the Technical Authority and execute them. The Contractor is responsible for ensuring that he or she or his or her representative(s) is(are) reachable at all times.

Response times

4. Unavailability of equipment does not constitute a reason for not providing service.

1.9 Environmental protection

Protection of fauna and flora

1. The Contractor shall take all necessary precautions to protect the natural environment during the performance of the work. Trees bordering the site must be protected from root or trunk damage.

Petroleum hydrocarbon spills

2. The Contractor shall ensure that an emergency response kit is present in case of a petroleum hydrocarbon spill resulting from the use of machinery on the site.
3. Any spill shall immediately be reported to the Technical Authority, who will issue a request for clean-up of the spill site.
4. Further to an analysis of the situation, any costs associated with site clean-up owing to a spill shall be charged to the Contractor.

1.10 Start-up meeting

1. The Technical Authority shall contact the Contractor's representative as soon as possible after the service contract is awarded to determine the date and location of the meeting and who will attend.
2. The purpose of the meeting is to exchange the above information, to set the terms and conditions for access to the site and to review the contractual documents. These documents cannot be modified during the meeting.
3. At the meeting, the Contractor shall provide the following:
 - .1 the name and telephone number of the person in charge of administration;
 - .2 the name and telephone number of the person in charge of performing the work;
 - and
 - .3 a list containing the names of the employees who will work on the DND premises.
4. During the period covered by the service contract, the Contractor shall inform the Technical Authority in writing of any changes in the information provided.
5. At the meeting, the Technical Authority shall provide the following:
 - .1 contact information for the Technical Authority responsible for the file in question;
 - .2 a list of authorized DND personnel; and
 - .3 the procedure in the event of a dangerous situation and emergency telephone numbers to call from local telephones and cell phones.

PART 2 - EQUIPMENT/PRODUCTS

2.1 EQUIPMENT

1. In accordance with the SOW, the Contractor must be able to supply the machinery needed to fully complete the snow removal work under plans #L-Q10-9302-101.
2. Subject to subsection 2.1.1, the operating capacity of the machinery (power, box dimensions, snowplough and buckets) and the number of vehicles required shall be determined by the Contractor, on the basis of the scope of work and weather conditions, to ensure that performance deadlines and requirements concerning the quality of the work are met.
3. All equipment must be in perfect working order to ensure that work can be carried out satisfactorily and safely.
4. Fuel, transportation, maintenance and repair costs shall be entirely assumed by the Contractor.
5. The Contractor shall use equipment that does not risk damaging pavement or sidewalks. The Contractor shall not use serrated blades.
6. DND is not responsible for any potential machinery breakdowns that might result from poor surface quality in the areas to be maintained (potholes, uneven surfaces, obstacles, etc.). The Contractor is responsible for regularly inspecting the state of surfaces and taking note of irregularities in order to adjust accordingly how the vehicles are driven.

2.2 PRODUCTS

1. Bulk road salt (type 1 sodium chloride) used for pavement de-icing shall comply with Canadian General Standards Board CAN/CGSB 15.9-92.
2. Bulk road salt used to melt ice must be effective from at least 0°C to -15°C.
3. Sodium chloride must be free of gravel, clay, minerals and any foreign substances that could cause caking or clumping.
4. Additives to prevent caking must not significantly alter the properties of the salt.

Bulk road salt requirements		
Parameter	Minimum	Maximum
Water content (weight %)	-	1.5
Calcium chloride (weight %)	93%	-
Sieve (12.5 mm)	100	
Sieve (10 mm)	95	100
Sieve (5 mm)	20	90
Sieve (2.5 mm)	10	60
Sieve (630 µm)		11

5. The sand used must be free from impurities and comply with the standards in force.

PART 3 - EXECUTION

3.1 SITE SAFETY

1. The Contractor shall supply and install the signage and safety guard rails required to ensure public safety.

2. The Contractor shall ensure safety at all times and ensure that pedestrians do not approach the equipment.
3. The Contractor shall replace manhole covers and street grates that may have been moved. If this is not possible, the Contractor shall install temporary signage and immediately notify the Technical Authority.

3.2 CLEARING

1. The Contractor shall clear snow from the full width of the roads, parking lots and access roads using the appropriate equipment.
2. The Contractor shall also clear snow from the slide gate opening system so that it remains functional at all times.
3. The Contractor shall clear snow and ice from manholes and street grates and use hand tools if necessary.
4. At intersections and walkways the Contractor shall remove snow windrows left behind at cross streets, even if these cross streets have been cleared by the City.
5. The Contractor shall remove excess snow from the corners of lots adjacent to intersections so that drivers coming out of parking lots and off access roads have good visibility at all times. The Contractor shall leave a one-metre layer of snow on lawns to prevent damage from freezing or equipment.
6. The Contractor must not push snow onto roads, parking lots, or fire hydrants or PIVs (Post Indicator Valves) already cleared or to be cleared by the City, DND or other contractors.
7. The Contractor shall perform snow removal work and choose loading areas in a manner that allows vehicles and pedestrians to circulate safely at all times. The Contractor shall follow the Technical Authority's directives in this respect.
8. When there are snowdrifts, even without precipitation, the Contractor shall ensure that roads, parking lots and other designated areas remain clear, so that vehicles and pedestrians can circulate normally.
9. Given that access to the site will be subject to troop movements (see subsection 1.4.2), parking lots may be empty, partially occupied or fully occupied by either military or civilian vehicles. Snow clearing must be performed in accordance with the SOW, despite this fact. DND cannot guarantee that parking lots will be empty after a snowfall.

3.3 DE-ICING: Sanding and salting

1. At any time or upon the request of the Technical Authority, the Contractor shall supply and scatter sand, salt or any other de-icing product to melt snow or ice remaining on the work site in order to make it slip resistant and reduce the thickness of or remove the hardened snow or ice so that the complete surface of the parking lots and access roads and walkways are safe for vehicles and pedestrians at all sites identified on plans #L-R50/1-9302/001-10, #L-R50/18-9302/001-101 and #L-R50/20-9302/001-101.
2. At any time or upon the request of the Technical Authority, the Contractor shall de-ice the slide gate opening system so that it remains functional at all times.

3. Sanding and salting services are an integral part of the snow clearing and removal work and shall also be provided at all times without any additional costs, based on need, including between snowfalls.
4. The scattering of chemical de-icers and abrasives shall also extend to situations involving ice pellets, freezing rain and surfaces that have become icy because of cold temperatures, whether there has been rain or not.
5. When the weather forecast includes ice pellets or freezing rain, the Contractor shall immediately scatter chemical de-icers as needed, so as to prevent ice formation.
6. The scattering rate used by the Contractor shall comply with the rates recommended by the product manufacturer, on the basis of site needs and use, so as to meet contract requirements.

3.4 DISPOSAL OF SNOW AND ICE

1. Cart away and dispose of snow and ice outside DND premises, **before 7:00 a.m. the first working day following the end of a snowfall**. The Contractor shall find a site where unloading is authorized by the City and the Ministère du Développement durable, de l'Environnement et des Parcs (MDDEP) and pay any fees required by the site owner.

3.5 Placing markers

1. In the fall, the Contractor shall supply and place markers along the surfaces to be cleared, on either side of intersections and in the four corners of parking lots. The markers, which may consist of wooden or metal posts, must be firmly staked in the ground and must be at least two (2) metres high. The ends of the posts shall be of a fluorescent colour. The Contractor shall remove the markers in the spring.

Annex B

BASIS OF PAYMENT

1. Prices subject to adjustment

1.1 *Snow removal services for up to 350 cm of snow*

Lump sum prices include the supply of labour, materials, products, equipment, machinery, transportation, supervision and all that is necessary to fully complete the work in accordance with the SOW in Annex A.

1.2 **Billing**

The seasonal lump sum shall be divided into five equal instalments billable on the following dates: December 31, January 31, February 28, March 31 and April 30. The April invoice will not be paid until the requirements set out in the SOW have been met (see subsection 1.7.3).

Note: No payment will be made for specific difficulties (snowdrifts, snowfall volume, freezing rain, etc.).

1.3 **Adjustment to lump sum price**

The lump sum price is considered to be the base price for a winter in which the amount of snowfall is equal to or less than 350 cm. If the snowfall exceeds 350 cm, the lump sum will be increased by 5%, 10% or 15% in accordance with the table below. If more than 350 cm of snow falls, it is the Contractor's responsibility to claim the amount due before May 31. Official data from the Environment Canada weather office (Quebec City airport) will first be consulted to determine how much snow fell between November 1 and April 30. The lump sum adjustment can be billed on May 31, on the basis of the following:

x = quantity of snowfall

A = % increase in lump sum

If x is less than or equal to 350 cm	A = 0%
If x is greater than 350 cm and less than or equal to 400 cm	A = 5%
If x is greater than 400 cm and less than or equal to 450 cm	A = 10%
If x is greater than 450 cm	A = 15%

2- Firm price for snow removal services

Work Period: November 1 to April 30 Snow Removal Services for Snowfalls Totalling a <u>Maximum</u> of 350 cm	
Period	Firm Price
First Year (2012–2013)	Rimouski Armoury, 65 Rue St-Jean-Baptiste, Rimouski, Quebec \$_____ per year
	Rimouski Naval Reserve, 84 Montée Industrielle, Rimouski, Quebec \$_____ per year
	Rimouski Naval Reserve, at the intersection of Rue de la Marina and access road to West Quay, Rimouski, Quebec \$_____ per year
Second Year (2013–2014)	Rimouski Armoury, 65 Rue St-Jean-Baptiste, Rimouski, Quebec \$_____ per year
	Rimouski Naval Reserve, 84 Montée Industrielle, Rimouski, Quebec \$_____ per year
	Rimouski Naval Reserve, at the intersection of Rue de la Marina and access road to West Quay, Rimouski, Quebec \$_____ per year
For the option years (2014–2015, 2015–2016 and 2016–2017), the rate will be adjusted to the consumer price index.	
Subtotal	\$ _____
GST (5%)	\$ _____
TOTAL (Subtotal + GST)	\$ _____