



REQUEST FOR PROPOSAL NUMBER:	RNCAN - 113007
TITLE:	Snow Removal – Laurentian Forestry Center - Québec
SOLICITATION CLOSING DATE AND TIME:	October 28, 2013 at 2:00 P.M. (Daylight Savings Time EDT)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Danie Juneau Natural Resources Canada Senior Advisor - Procurement Specialist Email : danie.juneau@RNCAN.gc.ca
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	By Email : RNCAN_Quebec_bid_soumission@NRCan.gc.ca IMPORTANT : the following details must be in Object : RNCAN-113007 – Snow Removal LFC
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT): CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT): PROPOSAL TO: NATURAL RESOURCES 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 and on any attached sheets at the price(s) set out therefore. Signature of Person Authorized to Sign on behalf of Vendor/Firm: Date _____	



REQUEST FOR PROPOSAL (RFP)

FOR

SNOW REMOVAL – LAURENTIAN FORESTRY CENTER – QUÉBEC

FOR

NATURAL RESOURCES CANADA (NRCAN)

A “Request for Proposal” (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term “Bidder”, also called the “Offeror”, refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders’ compliance to the Mandatory and Rated Requirements.**

Wherever the words “Proposal” or ‘Bid’ appear in this document”, each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, SHALL”, “WILL”, “IT IS REQUIRED”, AND “REQUIRED”. IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP RNCAN-113007 including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



TABLE OF CONTENTS

PART I: GENERAL INFORMATION	4
1. INTRODUCTION.....	4
2. SUMMARY.....	4
PART 2 – BIDDER INSTRUCTIONS	4
1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS	5
3. ENQUIRIES - BID SOLICITATION.....	5
4. BIDDER FINANCIAL CAPABILITY	5
5. APPLICABLE LAWS	6
6. DISCLOSURE OF INFORMATION	6
7. CONFLICT OF INTEREST.....	6
8. OPTIONAL SITE VISIT	7
9. BID PREPARATION INSTRUCTIONS.....	7
PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	8
1. EVALUATION PROCEDURES	8
2. MANDATORY CRITERIA.....	9
3. RIGHTS OF NRCAN	9
4. BASIS OF SELECTION	9
5. SOLE BID – PRICE SUPPORT	10
6. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING	10
PART 4 - RESULTING CONTRACT CLAUSES	10
1. STATEMENT OF WORK	10
2. PRIORITY OF DOCUMENTS	10
3. TERM OF CONTRACT	11
4. STANDARD CLAUSES AND CONDITIONS.....	11
5. SECURITY REQUIREMENT	13
6. AUTHORITIES	13
7. PAYMENT.....	14
8. INVOICING INSTRUCTIONS	15
9. CERTIFICATIONS	15
10. APPLICABLE LAWS	15
11. CONTRACT ADMINISTRATION.....	15
ANNEX A - STATEMENT OF WORK.....	16
ANNEX B – TECHNICAL EVALUATION CRITERIA	22
ANNEX C – FINANCIAL PROPOSAL	23
ANNEX D - CERTIFICATIONS.....	24



PART I: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus 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 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Site Plan, Mandatory Criteria, the Financial Proposal, and Certifications,

2. SUMMARY

By means of this RFP, NRCAN is seeking proposals from bidders Snow Removal Services for the Laurentian Forestry Center, 1055 rue du PEPS, **Quebec City**.

The period of the contract shall be for one year with the option to extend the period of the contract for up to two (2) additional twelve (12) month periods.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chili, Canada-Peru and Canada-Colombia Free Trade Agreements.

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

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01) are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3):** *delete* "Public Works and Government Services Canada" and *insert* "Natural Resources Canada". *Delete* "PWGSC" and *insert* "NRCAN".
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety



- **In section 2: delete** “Canadian suppliers are required to” and insert “It is suggested that Canadian suppliers”
- **Under subsection 4 of Section 5 – Submission of Bids: delete** “sixty (60) days” and **insert** “ninety (90) days”
- **Under Subsection 1 of Section 8 - Transmission by Facsimile: delete** “819-997-9776” and **insert** “613-995-2920”
- **Under Subsection 2 of Section 20:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

By Email : RNCAN_Quebec_bid_soumission@NRCan.gc.ca

IMPORTANT : the following details must be in Object :

RNCAN-113007 – Snow Removal LFC

NRCAN will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCAN’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCAN reserves the right to reject any proposal not complying with these instructions.

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.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder’s most recent audited financial statements or financial statements certified by the Bidder’s chief financial officer. Information requested by NRCAN is to be provided by the Bidder as stipulated in the request by the Contracting Authority.



Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCAN.

5. APPLICABLE LAWS

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

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.

6. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCAN will not divulge such data and/or information to any third party.

7. CONFLICT OF INTEREST

If NRCAN determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCAN, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCAN. In the event that NRCAN decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCAN.



8. 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 on:

Friday, September 27 at 3:00 pm
At the Laurentian Forestry Center
1055 rue du PEPS
Québec (Qc) G1V 4C7

Bidders must communicate with the Contracting Authority no later than **24 hours** before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will 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.

9. BID PREPARATION INSTRUCTIONS

It is requested that bidders provide their bid in separately files as follows:

Section I: Technical Bid

Section II: Financial Bid - *Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.*

Section III: Certifications

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCAN as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

9.1 Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the



same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

9.2 Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

9.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

14.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.



- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCAN. While the evaluation team will normally be comprised of representatives of NRCAN, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCAN.

2. MANDATORY CRITERIA

Mandatory requirements listed below will be evaluated:

- (a) The bidder must be the owner or long-term lessee of the minimum equipment used to execute the contract. By signing and submitting a bid, the bidder certifies that he is the owner or long-term lessee of these equipments.
- (b) In order to demonstrate the ownership or long-term lease of the equipment, the bidder shall provide NRCAN with a copy of the registration certificates for the vehicles used to execute the contract. Bidder is invited to include the copy of their registration certificates with their bid. If the registration certificates are not included in the bid, the tenderers agree to provide, upon request by NRCAN, a copy of the registration certificates within a 48-hours period. Failure to comply will render the bid non-compliant.
- (c) All equipment shall be in excellent working order. By signing and submitting a bid, the bidder certifies that all the equipment used to execute the contract is in excellent working order.

3. RIGHTS OF NRCAN

NRCAN reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCAN determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

4. BASIS OF SELECTION

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Lowest Firm Price

The successful bidder (to be recommended for contract award) will be selected on the basis of the responsive (compliant) proposal that offers the lowest firm price to perform the work.



5. SOLE BID – PRICE SUPPORT

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCAN may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

6. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada's website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at danie.juneau@NRCAN-RNCAN.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 4 - RESULTING CONTRACT CLAUSES

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

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. *(To be completed at contract award)*

2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any document that appears 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 - Professional Services - Medium Complexity 2010B (2013-06-27);
- (c) The supplemental general conditions identified herein;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment; *(to be included at contract award)*
- (f) The Contractor's bid dated _____ *(insert date of bid)*



3. TERM OF CONTRACT

3.1 Period of the Contract

The period of the Contract is from date of Contract award to October 31, 2014 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to NRCAN the irrevocable option to extend the period of the contract for up to two (2) additional twelve (12) month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

The option may only be exercised by the Contracting Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCAN may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4. STANDARD CLAUSES AND CONDITIONS

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and 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.

4.1 General Conditions

General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of and this document, this document prevails.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCAN).

4.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

4.3 Intellectual Property

The contract will not result in the development of any intellectual property.

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of



Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Option 2: Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR



4.3.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. SECURITY REQUIREMENT

There is no security requirement associated with this solicitation.

6. AUTHORITIES

6.1 Contracting Authority *(To be completed at contract award)*

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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.



6.2 Project Authority *(To be completed at contract award)*

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

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.

6.2 Supplier's representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7. PAYMENT

7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ _____ *(To be completed at contract award)*, Goods and Services Tax or Harmonized Sales Tax (GST/HST) 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 the Work.

7.2 Method of Payment

The annual firm price state in this contract will be reimbursed by six monthly payment, against invoices submitted at the end of each months of activities (from November to April inclusive) for charges incurred in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.



Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

8. INVOICING INSTRUCTIONS

Invoices shall be submitted using **one of the following methods:**

E-mail:

Invoicing@NRCan.gc.ca

Note:

Attach "PDF" file. No other formats will be accepted

OR Fax:

Local NCR region: **613-947-0987**
Toll-free: **1-877-947-0987**

Note:

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **insert SAP PO #** *(to be insert at contract award)*

9. 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.

10. APPLICABLE LAWS

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

11. CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

1. GENERAL CLAUSES

1.1 COMPANY QUALIFICATION

The company must own or be a long-term lessee of the equipment. Ownership and long-term leasing must be proven through the registration certificate. Registration certificates must be valid at the time of bidding and at all times during the period stipulated in this statement of work.

1.2 GENERAL EQUIPMENT REQUIREMENTS

1.2.1 All equipment must be in perfect operating condition. Should the departmental representative deem that the mechanical condition or tires of a piece of equipment may cause delays or pose safety risks; said equipment must be repaired or replaced within 4 hours of the finding.

1.2.2 Use equipment that will not risk damaging the pavement or sidewalks. Do not use equipment with serrated edges.

1.3 COMPANY LIABILITY

1.3.1 The company must assume liability for all accidents and damage caused by its staff to government property or any person on the department's grounds.

1.3.2 The company must assume liability for all accidents and damage caused by its equipment to department property or any person on the department's grounds if said equipment is defective or left unattended.

1.3.3 The company must assume liability for its staff's safety.

1.3.4 The company must assume all liability for the safety of its equipment and material during and after working hours. Canada will not be held liable for any vandalism, theft or loss.

1.3.5 After the snowmelt, the company must repair any damage caused by the equipment during snow removal operations:

- 1) rake the gravel blown onto the grass or paved surfaces;
- 2) put back the prefabricated concrete bumpers;
- 3) repair grassy surfaces (unless they were designated as a surface for snow removal);
- 4) repair fences;
- 5) put back removed poles and replace twisted poles;
- 6) repair any other damage caused to government property.

1.3.6 The contractor shall have the areas requiring snow removal inspected with the departmental representative and provide inspection reports prior to the winter season. The contractor shall also report all damage caused to or observed on government property during the season.



1.4 START-UP MEETING

1.4.1 A start-up meeting will be held as soon as possible once the contract has been awarded.

1.4.2 The meeting schedule will be as follows:

- 1) Reading of the most important contract clauses and review of the statement of work;
- 2) Exchange of information and documents;
- 3) Inspection of sites for snow removal with the departmental representative;
- 4) Comments from the departmental representative on the special features of the grounds requiring snow removal;
- 5) Exchange on the intervention process in case of emergency and the numbers to call.

1.4.3 During this meeting, the Contractor must provide:

- 1) Name and tel. # of the person in charge of administration.
- 2) Name and tel. # of the person in charge of doing the work.

1.4.4 During the contract period, inform the departmental representative in writing of any change in the information provided.

2. SCOPE OF WORK

2.1 WORK TO BE DONE

- 1) Provide and install poles or posts to mark the boundaries of the snow removal and access paths;
- 2) Clear paved paths and sidewalks using the proper machinery for the physical environment;
- 3) Manually remove snow (shovel) from emergency entrances, steps, accesses to tanks and the bike area;
- 4) Remove the snow to a snow depot (do not pile or stack the snow on the Department's grounds);
- 5) Spread sand, calcium, gravel or other de-icing products according to the location and condition of slippery surfaces. The sanding/salting should be done following mechanical and/or manual snow removal from the slippery areas. De-icing products used must be eco-friendly and not cause damage to the premises;
- 6) Clear an area 1.22 m wide on the east side of the building, from the steps to the sidewalk on boulevard Robert-Bourassa;
- 7) Clean surfaces cleared of snow by May 15 of each contract year.

2.2 SERVICE CONDITIONS

- 1) The Contractor will refer to the map in order to become familiar with the snow removal areas and may contact the departmental representative for information that may be of use in performing the services;



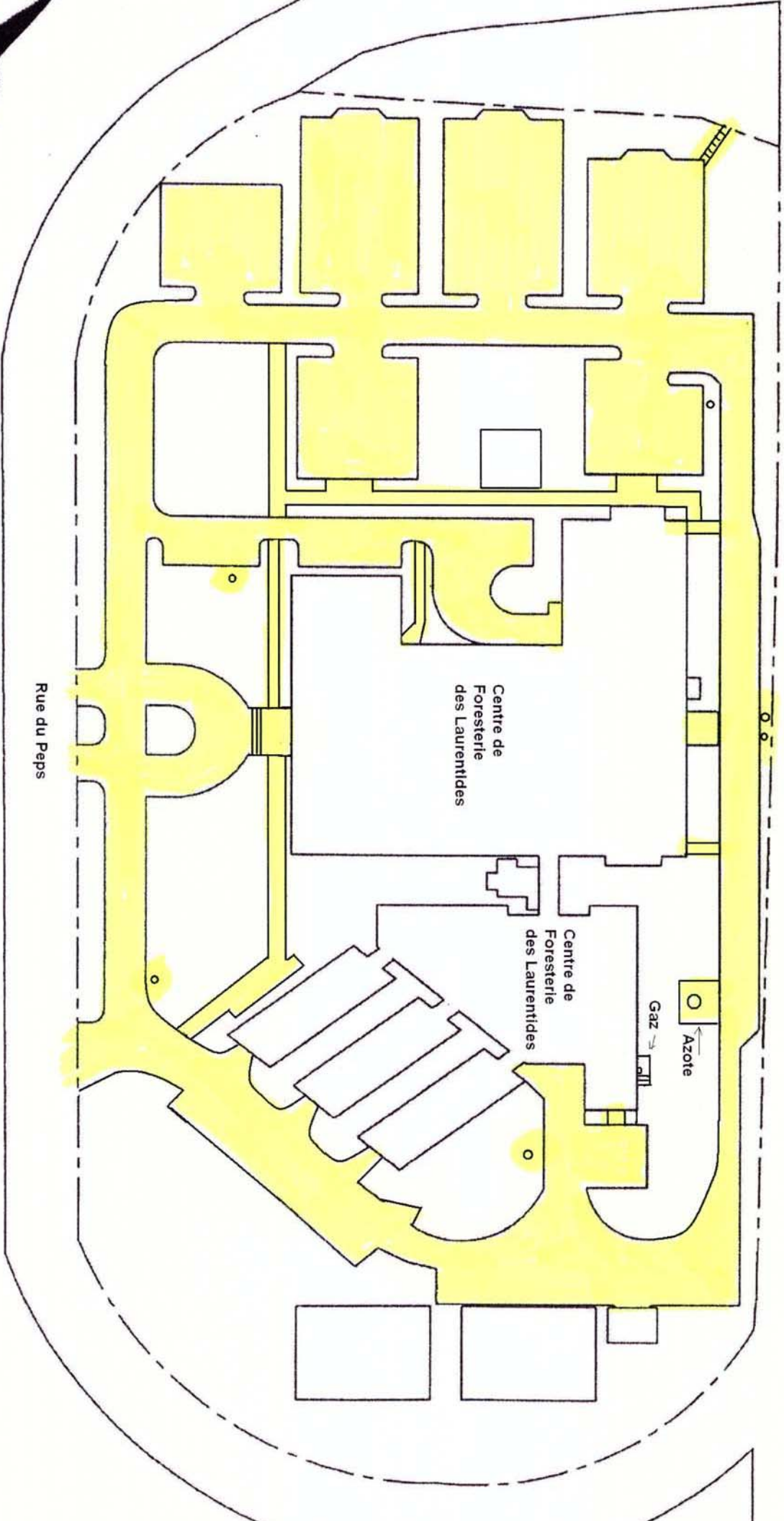
- 2) All surfaces must be entirely cleared up to the doorways by 7:00 a.m. in order to ensure safe access by users to the premises and the building;
- 3) The Contractor must act in a timely manner following an accumulation of 5 cm of snow, at all times, including on weekends and holidays;
- 4) The Contractor will be responsible for collecting the snow and transporting it to an appropriate site (snow depot);
- 5) Snow accumulation piled on the grounds and near accesses must be cleared within 48 hours of the start of snow removal operations, or as instructed by the departmental representative;
- 6) Snow must not be blown or accumulated on the grounds of the Department or on neighbouring grounds;
- 7) Under no circumstances must access to the grounds and the building be delayed or affected;
- 8) The Contractor will be responsible at all times for spreading sand, calcium, gravel or other de-icing products on all slippery and hazardous surfaces. It must provide the sand, calcium, gravel and other de-icing products. All de-icing products used must be eco-friendly and must not damage the premises. If applicable, the Contractor must also remove any excess de-icing product in the entrances once the surfaces have been rendered safe;
- 9) The Department must be provided with three clean and reasonably sized boxes containing de-icing products, as instructed by the departmental representative;
- 10) The approximate dimensions of the paved paths are 8,100 m² and 750 m² for pedestrian areas (see the plan of the snow removal area identified in yellow, Appendix C);
- 11) During snowstorms, snow removal operations are to take place during the storm, so that the building is accessible at all times;
- 12) The Contractor is responsible for keeping entrances leading to the public path clear at all times, even during storm days, and when they are blocked by the city's snow removal operations;
- 13) The Contractor is responsible for any damage caused to the building and grounds, such as walls, edging, poles, lampposts, etc.;
- 14) The Contractor must cut or level all mounds, bumps, or holes formed following snow or ice accumulation;
- 15) The Contractor must pay special attention to the removal of snow in the two docking areas and the area around (outside and inside the fenced space) the liquid nitrogen tank located on the south-east side of the building, and prevent any snow accumulation that may affect the work of the users;
- 16) The Contractor must inspect the premises with the departmental representative prior to starting the contract (see paragraph 1.4);
- 17) By May 15 of each contract year, the Contractor must clean the paths and spaces cleared of snow during the winter and remove any trace of debris and sand.



ANNEX A-1 – SITE PLAN

See next pages

Autoroute Robert-Bourassa



Centre de
Foresterie
des Laurentides

Centre de
Foresterie
des Laurentides

Azote

Gaz

Rue du Peps







ANNEX B – TECHNICAL EVALUATION CRITERIA

B1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

- (d) The bidder must be the owner or long-term lessee of the minimum equipment used to execute the contract. By signing and submitting a bid, the bidder certifies that he is the owner or long-term lessee of these equipments.
- (e) In order to demonstrate the ownership or long-term lease of the equipment, the bidder shall provide NRCAN with a copy of the registration certificates for the vehicles used to execute the contract. Bidder is invited to include the copy of their registration certificates with their bid. If the registration certificates are not included in the bid, the tenderers agree to provide, upon request by NRCAN, a copy of the registration certificates within a 48-hours period. Failure to comply will render the bid non-compliant.
- (f) All equipment shall be in excellent working order. By signing and submitting a bid, the bidder certifies that all the equipment used to execute the contract is in excellent working order.



ANNEX C – FINANCIAL PROPOSAL

C1 TAXES AS RELATED TO BIDS RECEIVED

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

The Bidder hereby offers to NRCAN, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

C2.1 Lump Sum Price (Firm)

Period of Work	Annual Firm Price*
Year 1 – Contract date to April 30 2014	
Option 1 - From November 1, 2014 to April 30, 2015	
Option 1 - From November 1, 2015 to April 30, 2016	

*Applicable taxes extra

C2.2 Costs and expenses

.1 ONLY the products and services billed at the rates and prices submitted below shall be paid. The rates and prices submitted below include ALL fees and expenses necessary to perform the work in accordance with the statement of work (eg, profit, administrative expenses, transportation costs, dumping fees, application of safety precautions, lease or purchase of equipment or tools, fuel and other products required for the operation of vehicles or equipment, etc).

.2 IMPORTANT: No supplement will be paid for particular difficulties (blowing snow, size of snowfall, ice storm or other).



ANNEX D - 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.

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.

1. Federal Contractors Program – Certification

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;
- (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.

Signature of Authorized Company Official

Date



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 spending 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" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"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 (FPS) 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.

By providing this information, Bidders agree 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 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 fee 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.

3. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

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.