

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Snow Removal-DND Various Locations	
Solicitation No. - N° de l'invitation W4M00-13T309/A	Date 2013-09-17
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-202-8646
File No. - N° de dossier WPG-3-36100 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-28	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Kozak, Tammy	Buyer Id - Id de l'acheteur wpg202
Telephone No. - N° de téléphone (204)984-8825 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 WING WCEO CONTRACTS/SUPPLY BLDG 100 WESTWIN Manitoba R3J0T0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:
7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work , the Basis of Payment and any other annexes

2. Summary

To provide snow removal services from roadways, driveways, sidewalks and parking lots including road entrances for Department of National Defence, in Winnipeg, Portage La Prairie, Manitoba, and Thunder Bay, Ontario, on an "as required" basis as specified in the Statement of Work, attached. These Regional Individual Standing Offer's (RISO) will be in place from December 01, 2013 to November 30, 2015), with three (3) additional one (1) year option periods.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

M0019T Firm Price and/or Rates 2007-05-25

2. Submission of Offers

Offers 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 Request for Standing Offers.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror 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 adjustment program.

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

5. Optional Site Visit - MANITOBA

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 _____ (date) at _____ (time and location). Bidders must communicate with the Contracting Authority no later than 3 day(s) 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.

NOTE:

Winnipeg Site Visit: October 09, 2013 - additional details will be provided when registering.
Portage la Prairie Site Visit: October 10, 2013 - additional details will be provided when registering.

6. Mandatory Site Visit - ONTARIO

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on October 17, 2013 at 10:00 am. Bidders must communicate with the Contracting Authority no later than 3 day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

NOTE:

Additional details regarding the site visit will be provide when registering.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)
 Section II: Financial Offer (1 hard copies)
 Section III: Certifications (1 hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

Solicitation No. - N° de l'invitation

W4M00-13T309/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg202

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

WPG-3-36100

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work described in Annex "A".
- b) Provision of pricing as requested in Annex "B", Basis of Payment for all of the items shown in the Proposed Basis of Payment for at least one location (i.e. Winnipeg, Thunder Bay, or Portage La Prairie) as stated

1.2 Financial Evaluation

M0220T Evaluation of Price 2007-05-25

2. Basis of Selection

To be considered responsive, a bid must meet all of the mandatory requirements of the bid solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration. The lowest-priced responsive bid, for each location will be recommended for award of a standing offer. Each location will be evaluated on a stand alone basis.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a *quarterly basis* to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the *quarterly period*. An electronic version of the form in Excel and/or Lotus spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from December 01, 2013 to November 30, 2015.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DND Wpg and Thunder Bay.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TO BE DETERMINED AT ISSUANCE OF STANDING OFFER (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 MONTHS months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- D) the general conditions 2010C (2013-06-27), General conditions - Services (medium complexity);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____

13. Certifications

13.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in ____TO BE DETERMINED AT ISSUANCE OF STANDING OFFER____.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits

Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5. Payment

5.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex B for a cost of \$ ____ TO BE DETERMINED AT CONTRACT AWARD _____. Customs duties are included and Applicable Taxes are extra.

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.

5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

5.4 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
C0504C	Overtime	2010-01-11
C0710C	Time and Contract Price Verification	2007-11-30

5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

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

Each invoice must be supported by:

- a.a copy of time sheets to support the time claimed;
- b.a copy of the release document and any other documents as specified in the Contract;
- c.a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d.a copy of the monthly progress report.

2.Invoices must be distributed as follows:

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

7. Insurance

SACC Manual clause G1005C(2008-05-12) Insurance

8. SACC Manual Clauses

A9039C	Salvage	2008-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16
A0285C	Workers Compensation	2007-05-25

9. Federal Contractors Program for Employment Equity - Default by the Contractor

Solicitation No. - N° de l'invitation

W4M00-13T309/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg202

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

WPG-3-36100

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

ANNEX "A"**STATEMENT OF WORK**

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

SNOW REMOVAL/ROAD REPAIR

Winnipeg / Thunder Bay / Portage la Prairie

1 SITE OF WORK

The work of this section comprises the furnishing of all labour, materials, tools, equipment, supervision and transportation required for the removal of snow from the various DND locations in Ontario and Manitoba.

2 WORK INCLUDED.1 Snow clearing and removal on an "as required":

- .1 To clear snow in areas specified.
- .2 To remove ice in areas specified.
- .3 Piling and disposal of snow and ice as specified.
- .4 Apply sand and salt as required.
- .5 Provide one annual (spring time) power sweeping and debris removal of parking areas.
- .6 Reposition parking bumpers to correct locations after spring-time melt.
- .7 Repair in spring, with topsoil and sod, damaged grassed areas caused by winter snow removal equipment.

3 SITES OF WORK

.1 Thunder Bay, Ontario:

- .1 HMCS GRIFFON, 125 North Algoma Street, Thunder Bay, Ontario.
- .2 Thunder Bay Armoury, 317 Park Street, Thunder Bay, Ontario.
- .3 Perry's Marina and Boathouse access.
- .4 1591 Rosslyn Road, Thunder Bay Ontario
- .5 Parking lot area serving leased training land at Kakabeka Falls.
- .6 Bush road from Highway 527 to the training site.

.2 Portage La Prairie, Manitoba:

- .1 Portage La Prairie Armoury, 143 Second Street South East, Manitoba, R1N 1S1.

.3 17 Wing Winnipeg, North Site:

- .1 2117 Ness Avenue
- .2 438 Conway Street

4 SITE ACCESS

Access to the various sites may be obtained from the Officer-In-Charge or the Officer-In-Charge's authorized representative.

5 CALL UPS

- .1 The Contractor must accept calls for work only from the Project Authority or the Project Authority's authorized representative.
- .2 Begin snow removals as required by the Project Authority or the Project Authority's representative. Complete overnight cleaning operations to ensure that all areas are cleared and cleaned by 0700 hours the next day.
- .3 17 Wing North Site locations to be on a 24/7 basis and must respond within 2 hrs from receipt of request.

6 WORKMANSHIP

All work must be done by skilled workers and in the most efficient and economical method.

7 METHOD OF WORK

- .1 The Contractor must clear the snow from roadways, parking areas, paths and compounds. The Contractor must keep them clear and passable to wheeled and foot traffic.
- .2 All fresh snow exceeding 50 mm in depth must be removed from roads and the like. Ice and snow must be removed from roofs if so required of the Contractor, as required in the Call-up.
- .3 All holes, cavities or slopes forming on any of the said roads and the like, must be cut down, levelled, reduced and removed within 24 hours of the forming thereof. No hole or cavity shall be made in the snow or ice or any portion of the said roads and the like, so as to form a variance in the level of any of the said roads.
- .4 The snow must be removed within 24 hours or sooner at the Project Authority's request reckoned from the time of commencement of each snowfall, wherever possible, but under no circumstances shall the snow be allowed to remain longer than 8 hours. At each fall of snow or snowstorm, the Contractor must immediately clear the snow to be removed by shovelling, scraping or ploughing, but in such a manner so as not to interfere with traffic. This action must be taken on the Contractor's initiative only if no authorization has been received from the Project Authority and provided that the Contractor is unable to contact the Project Authority to obtain authorization.
- .5 All roads, walks and parking areas must be cleared also on Sundays, legal holidays, religious holidays, and national holidays or any other in accordance with the above instructions.
- .6 A suitable path from the nearest road must be cleared to all hydrants that are government property or where the clearing of hydrants is required by City or Municipal By-laws. An area of 1.83 m radius must be cleared around such hydrants.

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- .7 All icicles and snow must be removed from roof surfaces and eaves if so ordered by the Project Authority. Under no circumstances shall there be any digging or harm done to finished roof surfaces for which the Contractor shall assume full responsibility.
 - .8 All gutter piping, drains, skylights, vents, doors and hatchways on or to roofs are to be kept clear and free from snow and ice and made easily accessible if so ordered by the Project Authority. The roof drains are to be fully protected and kept in proper working order. All fresh snow and ice exceeding 50 mm in depth must be removed from all roads. The Contractor will be held responsible for any damage to finished work, road surfaces, fencing, etc.
 - .9 Apply winter sand/salt mixture as requested by the Project Authority.
 - .1 Sand/salt mixture to be approved for use by the Wing Environmental Officer. Salt content must not consist of more than 5% of the mixture.
 - .10 Remove and dispose of sand by means of one annual power sweep of all parking lot areas.
 - .11 Reposition all parking bumpers that may have been moved as a result of snow clearing.

8 PILING AND DISPOSAL OF SNOW

The Contractor must pile and dispose of snow from the locations mutually arranged by the Contractor and the Project Authority.

9 PROJECT AUTHORITY'S REPRESENTATIVE

The Project Authority will appoint a representative who will authorize the work to commence, coordinate with the Contractor the equipment and the labour required, detail priorities and certify the time-sheets and invoices. The Project Authority's representative will have full authority to request removal of any incompetent workers or faulty equipment.

10 AUTHORITY FOR WORK

.1 The Contractor must proceed with snow clearing and removal upon instructions from an appointed representative for the Project Authority.

.2 The contractor must, upon receipt of contract, contact the Project Authority's representative and discuss with the representative the most suitable method of arranging for the necessary authority to start work, method of checking work and verification of invoices and the like.

11 PROTECTION OF PERSONNEL AND PROPERTY

- .1 The contractor must protect the Department of National Defence from all claims or damages of any nature occasioned by this work. The Contractor must be protected by the Workers' Compensation Act and have insurance against damage or injury, including loss by fire.

- .2 No tracked vehicle will be allowed on asphalt surfaces.

12 EQUIPMENT REQUIREMENTS

- .1 Dump truck 3.82 m³ cap and certified driver.
- .2 Power driven loader and certified operator - .76 m³ loader, 1.53 m³ loader.
- .3 Labour - snow shovellers.
- .4 4 x 4 Pickup complete with snowplough.
- .5 Six cubic yard loader.
- .6 Float for transporting equipment.
- .7 Salt/sand spreading equipment.
- .8 Power sweeper.

13 WORK ESTIMATES

- .1 The Project Authority's Contracts Inspectors will normally request an approximate cost for call-ups, in which case a verbal estimate is acceptable.
- .2 If a "Quote" is requested, a written quote must be faxed to the Project Authority's Contracts Inspector requesting it at no cost to DND.

14 SAFETY REQUIREMENTS

- .1 General. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the contract.
- .2 Construction Safety Measures. Observe and enforce construction safety measures required by the most recent edition of National Building Code of Canada, Provincial government, Workers Compensation Board and Municipal Statutes and Authorities.
 - .1 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 Work Procedures and Equipment.
 - .1 All work procedures and equipment will be in accordance with legislated standards.
 - .2 A "Hot Work" permit is required for any hot work such as welding, cutting, or brazing in any area on Base. Hot Work permits are issued and controlled by the Wing Fire Chief.
- .4 Barricades. Barricade dangerous work sites, trenches and excavations.
- .5 Unguarded Work sites. When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked, and portable ladders leading to elevated work platforms removed and secured.

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- .6 Lockout procedure. When persons would be placed at risk should the facility, machine or equipment become energized or move during inspection, maintenance, or repair, lockout procedures are required. Lockouts must be initiated by qualified Department of National Defence (DND) tradespeople although each tradesperson or worker responsible for the job or the equipment/facility will separately lockout.
- .7 Safety Personnel and Responsibility.
- .1 The contractor must supply competent personnel, implement their safety program and ensure that DND and authority having jurisdiction safety and health standards are being complied with.
- .2 DND will monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract document.
- .3 The Contractor will report to the Contract Supervisor and jurisdictional authorities, any accident or incident involving Contractor, DND or public personnel and/or property arising from the Contractor's execution of work.
- .8 Delays to Health and Safety Regulations Infractions.
- .1 The Contractor will include all provisions of the contract in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.
- .9 Contractor must submit 17 Wing Construction Project Hazard Assessment prior to any and all work being performed.
- .2 If the Contractor is responsible for the delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor will, without additional cost to DND, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the contract supervisor to avoid delay in the final completion of the work or any operation thereof.
- .9 Fire Safety Requirements. Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the Wing Fire Chief.
- .10 Overloading. No part of the work shall be loaded to the point, which will endanger its safety.
- .11 False work. False work must conform to CSA S269.1-1975, national, provincial and/or local codes and by-laws, governing this type of work.
- .12 Solvent and Adhesives. Take suitable fire precautions. Smoking is not permitted in working area. Use solvents and adhesives in well ventilated areas only. Do not dispose of volatile wastes, paint thinners, etc, in storm or sanitary sewers.

15 HAZARDOUS MATERIALS

- .1 Material Safety data Sheets must be provided to the Project Authority for any controlled product being brought onto 17 Wing.
- .2 Contractor personnel must have been trained in Workplace Hazardous material legislation as contained in Occupational Health and Safety Regulations of the Canada Labour Code.

16 SECURITY REQUIREMENT

- .1 If requested by the Project Authority, the Contractor will be required to supply the names of all personnel that require access to the work sites, and on a regular basis as employees change or as requested by the Project Authority
- .2 This requirement may be put in place to ensure quick access to the work sites. If a Contractor's employee name is not provided in advance, the Contractor's employee may experience delays in getting access. Any time lost while the contractor's employees are waiting for access due to names not being forwarded to the Project Authority, will be the responsibility of the contractor.
- .3 Contractor's employees requiring regular access to restricted areas at the work sites may be required to have an Enhanced Reliability Check completed by the Department of National Defence. Contractors will be notified by written correspondence from the Project Authority if this is required and what information is required.

17 METHOD OF PAYMENT

- .1 The invoices must be made out in duplicate and will be given to the Officer-In-Charge for verification, signature and forwarding to:

Wing Construction Engineering Officer
Contracts
17 Wing
PO Box 17000 Stn Forces
Winnipeg MB R3J 3Y5
- .2 The only working time for which payment will be made is from the time of arrival on the job to time of leaving. Meal times are not included. Monthly payment will be made for work done and all work done must be shown in detail on the invoices. No invoices will be accepted without the signature of the Project Authority or the Project Authority's representatives. All work must be to the entire satisfaction of the Project Authority.

18 INVOICES

- .1 All invoices submitted for payment shall be accompanied with a copy of the Requisition DSS-MAS 942 - Requisition on Contract.

- .2 Invoices must include a breakdown as follows:
 - .1 Rates of pay and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, must be shown on all invoices submitted for payment.
 - .3 Extended totals.
 - .4 Goods and Services tax (GST) to be shown as a separate item.
 - .5 Where sub-contracting is involved a copy of sub-contractor's paid invoice must accompany the invoice against the requisition.
 - .6 Where discount or mark-up is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

ANNEX "B"**BASIS OF PAYMENT**

Rates quoted must remain firm for the period of the Contract. GST is not included and is to be shown as a separate item on any resulting invoice. Rates quoted include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A".

Bidders have the option to bid on just the one location or multiple location. Each location will be evaluated on a stand-alone basis.

Firm unit price in Canadian funds, GST extra, F.O.B., in accordance with the terms and conditions detailed herein.

Quantities are estimated and are for evaluation purposes only.

1.0 WINNIPEG LOCATIONS

Item	Description	Est Qty	U of I	SO Yr #1 Dec 01/13 To Nov 30/14	SO Yr #2 Dec 01/14 to Nov 30/15	Opt Yr #1 Dec 01/15 To Nov 30/16	Opt Yr #2 Dec 01/16 To Nov30/17	Opt Yr #3 Dec 01/17 To Nov 30/18
1	Dump truck (min. capacity - 3.82 m3 cap.) with certified and working driver	50	hr	\$	\$	\$	\$	\$
2	Power driven loader with certified and working operator (min. capacity - 0.76 m3 loader).	100	hr	\$	\$	\$	\$	\$
3	Labourer for removal of snow and ice from buildings.	30	hr	\$	\$	\$	\$	\$
4	Sand Application	20	yard	\$	\$	\$	\$	\$
5	Spring Clean-up	1	lot	\$	\$	\$	\$	\$

2.0 PORTAGE LA PRAIRIE LOCATIONS

Item	Description	Est Qty	U of I	SO Yr #1 Dec 01/13 To Nov 30/14	SO Yr #2 Dec 01/14 to Nov 30/15	Opt Yr #1 Dec 01/15 To Nov 30/16	Opt Yr #2 Dec 01/16 To Nov30/17	Opt Yr #3 Dec 01/17 To Nov 30/18
1	Dump truck (min. capacity - 3.82 m3 cap.) with certified and working driver	50	hr	\$	\$	\$	\$	\$
2	Power driven loader with certified and working operator (min. capacity - 0.76 m3 loader).	100	hr	\$	\$	\$	\$	\$
3	Labourer for removal of snow and ice from buildings.	30	hr	\$	\$	\$	\$	\$
4	Sand Application	20	yard	\$	\$	\$	\$	\$
5	Spring Clean-up	1	lot	\$	\$	\$	\$	\$

3.0 THUNDER BAY LOCATIONS

	Description	Est Qty	U of I	SO Yr #1 Dec 01/13 To Nov 30/14	SO Yr #2 Dec 01/14 to Nov 30/15	Opt Yr #1 Dec 01/15 To Nov 30/16	Opt Yr #2 Dec 01/16 To Nov30/17	Opt Yr #3 Dec 01/17 To Nov 30/18
1	Dump truck (min. capacity - 3.82 m3 cap.) with certified and working driver	50	hr	\$	\$	\$	\$	\$
2	Power driven loader with certified and working operator (min. capacity - 0.76 m3 loader).	100	hr	\$	\$	\$	\$	\$
3	Labourer for removal of snow and ice from buildings.	30	hr	\$	\$	\$	\$	\$
4	Sand Application	20	yard	\$	\$	\$	\$	\$
5	Spring Clean-up	1	lot	\$	\$	\$	\$	\$