

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> SNOW REMOVAL	
<b>Solicitation No. - N° de l'invitation</b> W0114-13P052/A	<b>Date</b> 2013-10-18
<b>Client Reference No. - N° de référence du client</b> W0114-13-P052	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-525-6196	
<b>File No. - N° de dossier</b> KIN-3-40084 (525)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-05</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Matende, Robinah	<b>Buyer Id - Id de l'acheteur</b> kin525
<b>Telephone No. - N° de téléphone</b> (613) 545-8064 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> BASE CONSTRUCTION ENGINEERING SECTION 6 MORO STREET KINGSTON, ON K7K 7B4	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Statement of Work

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

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: (90) days

### 2. Submission of Bids

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

### 3. 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, 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.

#### 4. Enquiries - Bid Solicitation

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

#### 5. Applicable Laws

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

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. Mandatory Site Visit

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 **25 October 2013 at 10:00 a.m.** Located at the **Canadian Forces Base (CFB) Brockville Armouries, Brockville Ontario**. Bidders must communicate with the Contracting Authority no later than **October 23, 2013** 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.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

- 1.1 Mandatory Site Visit** - Failure to attend will render your bid non-responsive and no further consideration will be given.

## 1.2 Financial Evaluation

1.2.1 Bidder must provide pricing for all items in Annex "B". Failure to provide complete pricing will render the bid non-responsive.

1.2.2 Unit price will be multiplied by the estimated usage to obtain an extended price. The sum of the extended pricing will be the Bidder's evaluated price.

1.2.3 *SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

## 2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract upon compliance with the certifications in Part 5.

### PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

## 1. Mandatory Certifications Required Precedent to Contract Award

### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

## 2. Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

## 2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**2.1.1** *SACC Manual* clause A3050T (2010-01-11) Canadian Content Definition.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Statement of Work

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

### 2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 2.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex I .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

## 2.1.2 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a yearly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

#### For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- (iv) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

#### For all authorized tasks:

- (i) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 2.1.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 3. Standard Clauses and Conditions

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

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

Solicitation No. - N° de l'invitation

W0114-13P052/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin525

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

W0114-13-P052

File No. - N° du dossier

KIN-3-40084

CCC No./N° CCC - FMS No/ N° VME

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#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the contract is from the date of award of the contract until April 15, 2013 inclusive.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Robinah Matende  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2nd Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8064  
Facsimile: 613-545-8067  
E-mail address: robinah.matende@pwgsc-tpsgc.gc.ca

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

##### **5.2 Technical Authority**

The Technical Authority for the Contract is: *(will be provided at time of Award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

*(Bidder to fill in name and contact information)*

General inquiries:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

Delivery follow-up:

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

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

**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. Payment**

**7.1 Basis of Payment - Minimum Work Guarantee**

(1) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 25% of the Limitation of Expenditure.

(2) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

(3) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

(4) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

**7.2 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes (Harmonized Sales Tax) are extra, if applicable. Canada will not pay the Contractor for any design

changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_ (*to be specified at time of award*). Customs duties are included, and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.4 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0710C	Time and Contract Price Verification	2007-11-30
H1008C	Monthly Payment	2008-05-12

### 8. 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.

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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.

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## 9. Certifications

### 9.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 Ontario.

### 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2013-06-27);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Task Authorization Form - DND 626
- (f) the Contractor's bid dated \_\_\_\_\_

### 12. SACC Manual Clauses

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

### 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

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**13.1 G2001C Commercial General Liability Insurance 2008-05-12**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution.

### **13.2 Automobile Liability Insurance - SACC G2020C (2008-05-12)**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following:

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

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. INTRODUCTION

Work requirements are: to provide all labour, materials and equipment required to carry out Snow Removal, Brockville Armouries, East Avenue, Brockville, Ontario as described below:

1. All areas shall be ploughed to as near their full width as possible.
2. All areas shall be ploughed to achieve bare surface conditions..
3. Snow shall be pushed to unused portions or sections in areas as indicated by the Project Authority.
4. Snow from the north parking areas and compound shall be deposited on the south lawn.
5. When requested by the Technical Authority, hauling of snow from DND property to an approved Snow Dump, Contractor to provide the dump location and the cost to use this facility.
6. Banks and windrows shall not exceed 75 cm in height.
7. Spreading of abrasives and/or ice melting chemicals during icy or slippery conditions will be as requested by the Technical Authority.

#### 2. REPRESENTATIVES

The Department of National Defence (DND) representative will issue a DND 626 (Task Authorization) and inspect the Work.

The Contractor shall designate, in writing to the Technical Authority, a responsible representative who can be reached by telephone at all times, by day or night, on Sundays, religious, civic or other holidays.

The Contractor shall name an assistant to his authorized representative and so inform the Technical Authority in writing. In the event of a change of authorized representative or his assistant, the Contractor shall notify the Technical Authority immediately by telephone and confirm the change in writing without delay.

#### 3. REQUEST FOR SERVICE

Each time that a snow storm necessitates the putting to work of personnel and equipment, the Contractor shall start his operations and carry them out working whenever necessary without stopping day and night, Sunday and Holidays so that the work will be completed within the time specified in this requirement.

No official notice will be given to the Contractor to begin operations, but the following will be used as a guide to commence work:

- 1 When the precipitation of snow has reached a minimum depth of 5 cm.
- 2 When blowing and/or drifting snow occurs.

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- 3 When ice or slippery conditions occur.
  - 4 When so directed by the Technical Authority to overcome hazardous conditions.
  - 5 Any combination of the above.

The Contractor shall not refuse any call for service requested by the Technical Authority and shall be on site to begin snow removal within one (1) hour after receipt of request for snow removal.

The secure vehicle compound should be cleaned at times as scheduled by the Technical Authority and Armouries personnel.

#### **4. LIMITS**

Requirements are based on a maximum precipitation of 223 cm of normal snow between 01 November to 15 April as per statistics provided by the Weather Office for the Brockville area.

When snow precipitation reaches 11 cm during a snowfall the Contractor shall continue to clear snow as specified until 1 a.m. the following day.

When snow clearing is required, after 223 cm seasonal snowfall has been reached, the Technical Authority will notify the Contractor and detail the priority and number of square metres of area to be cleared and provide an estimate for additional snow removal.

#### **5. AUTHORIZATION**

The DND representative will issue a DND 626 form (Task Authorization) to the Contractor detailing the work required after 223 cm has fallen during one season.

#### **6. EQUIPMENT**

The Contractor must as a minimum have the following equipment available for work under this Contract:

- 1 Snow plough or other type equipment suitable for ploughing in confined areas.
- 2 Front end loader with 1/4 yd bucket.
- 3 Vehicle mounted or towed abrasive spreader.

#### **7. MATERIALS**

Abrasives: Shall be natural sand (free from loam and dry) with 100% passing a 10 mm sieve and not more than 30% passing a No. 50 sieve.

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Calcium chloride to be supplied by DND.

## 9. SAFETY PRECAUTIONS

- 1 When operating equipment exercise caution to prevent damage to sodded areas, pavement, curbing and other ground surfaces and ensure timely reduction of speed to allow for safe control at all times.
- 2 Provide warning to other motorists by ensuring that equipment warning lights are in proper working conditions and activated whenever the vehicle is being moved.
- 3 The Contractor shall ensure a lookout is provided to ensure that children and other personnel are kept clear of areas where snow clearing is in progress and to ensure that obstructions are made known to equipment operators.
- 4 Ensure that all vehicles are in good working order and shall conform to the Truck Transportation Act (TTA) and the Motor Vehicle Transportation Act (MVTA).
- 5 Observe and enforce safety measures required by the Canadian Construction Safety Code, Provincial Government, Worker's/Workmen's Compensation Board and municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

## 10. INSTALLATION DAMAGE

When any damage occurs as a result of snow clearing operation the Contractor shall repair or make good such damage to the satisfaction of the Technical Authority. The Contractor will be advised by the Technical Authority how urgent the repair is and the time frame in which such repairs shall be made. The costs to repair the damage will be deducted from the Contractor's final payment if the Contractor fails to complete such repairs within the time frame or to the satisfaction of the Technical Authority.

**ANNEX "B"****BASIS OF PAYMENT****Pricing Basis "A"**

- Pricing will be FOB Destination.
- HST is to be extra (13%) and will be shown as a separate item on all invoices.
- All charges for extra service must be verified by a time log signed by the Technical Authority. This log will be kept in the Technical Authority's office or at a prearranged job site location.
- NO CHARGES FOR PRICING BASIS "B" ARE ALLOWABLE UNLESS THE CONTRACTOR IS GIVEN AN AMENDED TASK AUTHORIZATION BY THE TECHNICAL AUTHORITY PRIOR TO THE WORK BEING DONE.

## 1. Fixed Price

All inclusive fixed price, for the Snow and Ice Control (SNIC) season for each period is to include all profit, overhead, transportation expenses, equipment, materials and supplies to carry out Snow and Ice Removal.

Price shall be based on a maximum seasonal precipitation of 223 cm of normal snow fall for all areas between 01 November to 15 April, as per statistics provided by the Atmospheric Environment Service, Kingston.

Lumpsum for season: \$ \_\_\_\_\_

## Payment Schedule:

- |    |                                                        |                 |
|----|--------------------------------------------------------|-----------------|
| 1. | First period from date of award to 31 December 2013    | \$ _____/period |
| 2. | Second period from 01 January 2014 to 31 January 2014  | \$ _____/period |
| 3. | Third period from 01 February 2014 to 28 February 2014 | \$ _____/period |
| 4. | Fourth period from 01 March 2014 to 15 April 2014      | \$ _____/period |

No single period will exceed 40% of the total price.

**Pricing Basis "B" – Additional Snowfall:****Pricing from date of award to 15 April 2013**

For snowfall exceeding 223 cm a premium will be paid and for additional snow removal on an 'as and when' requested basis (when authorized by the Technical Authority, using a task authorization) in accordance with the pricing stated below.

	Description	Estimated usage (A)	Unit price (B)	Evaluated Price (A*B)
1	An area of 100 square metres per centimetre of snow	30 cm	\$ _____ per cm	
2	Application of abrasive, including material and equipment c/w crew:	2 applications	\$ _____ per application	
3	Application of ice melting chemical (supplied by DND) Technical authority, equipment c/w crew	2 applications	\$ _____ per application	
4	Hauling of snow, Equipment c/w crew	5 hours	\$ _____ per hour	
			Total	0

Solicitation No. - N° de l'invitation

W0114-13P052/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40084

Buyer ID - Id de l'acheteur

kin525

CCC No./N° CCC - FMS No/ N° VME

W0114-13-P052

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**ANNEX "C"**

**TASK AUTHORIZATION FORM - DND 626**