

**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> W3713-13NN12/A	<b>Date</b> 2013-10-21
<b>Client Reference No. - N° de référence du client</b> W3713-13-NN12	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-525-6197	
<b>File No. - N° de dossier</b> KIN-3-40027 (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 2013-12-02</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> DEPARTMENT OF NATIONAL DEFENCE STN FORCES KINGSTON P.O BOX 17000 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> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

<div>  <div>Public Works and Government Services Canada</div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.W3713-13NN12/A		Part - Partie 1 of - de 2	
				See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions			
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req. Del. Offered Liv. offerte
1	Snow Removal	W3713	W3713	1	Each	\$XXXXXXXXXXXX	See Herein

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Solicitation No. - N° de l'invitation

W3713-13NN12/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin525

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

W3713-13-NN12

File No. - N° du dossier

KIN-3-40027

CCC No./N° CCC - FMS No/ N° VME

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**List of Annexes:**

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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 **20 November 2013 at 10:00 a.m.** Located at 40 Lundy's Lane, CFB Kingston, Kingston, Ontario. Bidders must communicate with the Contracting Authority no later than **November 15, 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.

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.

**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" 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.

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## 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.

##### 2.1.2 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.

**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 30, 2013 inclusive

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 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.

#### **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 Requirement;
- (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.

### 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.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

### **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.



Solicitation No. - N° de l'invitation

W3713-13NN12/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40027

Buyer ID - Id de l'acheteur

kin525

CCC No./N° CCC - FMS No/ N° VME

W3713-13-NN12

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Detailed Instructions**

#### **Kingston Snow Removal - Common Areas and Various Residential Housing Units and Apartment Blocks**

**HANKN12**

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## INTRODUCTION

### 1. Background

The Canadian Forces Housing Agency (CFHA) is an agency of the Department of National Defence (DND). It is responsible for providing Canadian Forces members and their families with access to family housing in support of departmental operational requirements.

The Housing Management Office in Kingston manages approximately 480 Residential Housing Units (RHU's), 144 of which are apartments.

### 2. Objective

The contractor must provide snow removal and sanding services for the various common areas/fire lanes and vacant Residential Housing Units on an as required basis.

### 3. Requirements

The majority of the work to be performed by the contractor under this contract is detailed in the specification, and is broadly defined in the above scope. Task Authorizations will be used to describe the as and when authorized work.

Under no circumstance shall the level of maintenance be less than what has been defined in the specification.

Snow plowing shall start within 2 hours of call-out and be completed within 6 hours.

The contractor is to supply sufficient crews to ensure the work is completed on time.

### 4. Quality Assurance

CFHA's Technical Authority will inspect the work to ensure that the level of service is consistent with the standards of acceptance.

## PART 1 - GENERAL

### 1. Description of Work

- a. This contract work covers the supply of all labour, plant, materials, transportation, storage, and equipment required to provide snow clearing, sanding and salting of various residential housing units and apartment blocks on an "as requested" basis.
- b. Clearing of snow from all apartment front and rear entrances and all sidewalks leading to and from the apartment buildings and parking areas or street side walks. See Annex E for Apt Walkway Snow clearing Map.
- c. Hand Clearing of snow from sidewalks at 40 Lundy's Lane
- d. Clear snow and accumulations from fire lanes, parking areas and designated driveways to provide a safe and unobstructed surface for vehicular and pedestrian traffic.
- e. This work is to be carried out at residential housing units and apartment blocks at CFB Kingston, Ontario. Refer to Annex C for Snow Removal/Salting & Sanding Operations/ Common Areas map - Refer to Annex G for minimum Snow Plow Sizes.

### 2. Codes and Standards

- a. The snow clearing will be inspected regularly by the Technical Authority and any deficiencies will be reported to the contractor or their representative by means of a written communication. The correction of all stated deficiencies will receive immediate attention by the contractor. The contractor shall indicate the remedial action taken, in writing, to the Technical Authority, within 24 hours of notification. The remedial work, will not be considered completed until it meets the standards listed herein.
- b. Work shall be deemed incomplete if the contractor fails to remediate unsatisfactory Work or to notify the Technical Authority of the remediated work in the specified time.
- c. Reoccurring noncompliance may result in the responsible workers and or the supervisor being declared incompetent. Canada shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

### 3. Work Schedule

- a. The Contractor will receive the Task Authorization instructions from the Technical Authority and commence plowing/clearing operations within 2 hours.

- b. Continue plowing and/or clearing operations until all plowing is completed. The Contractor shall complete all areas of snow removal within a maximum of 6 hours of call out notification.
- c. Continue sanding and/or salting operations until all sanding and/or salting is completed. The Contractor shall complete salting and/or sanding applications for all areas within a maximum of 6 hours of call out notification.
- d. Contractor shall be prepared to be on site, with work fully underway, in accordance with priorities assigned by the Technical Authority and in accordance with the requirements of this specification.
- e. The contractor will be available by cell phone 24 hours/day for the duration of the contract.

#### 4. Control of Personnel

- a. A complete list of personnel employed by the contractor shall be maintained and updated as necessary by the Contractor. The Contractor will provide the latest list of their on-site personnel to the Technical Authority.
- b. The contractor or their appointed supervisor shall be on site at all times while their employees are working on-site.
- c. The contractor will notify the Technical Authority in writing, one week in advance of any change to the appointed supervisor.

#### 5. Technical Authority Inspection of Work

The Technical Authority will conduct inspections of work and, at his/her discretion shall request additional work, adjustments or cleaning where deemed necessary.

### **PART II - EQUIPMENT, SUPPLIES AND PERSONNEL**

#### 1. General

- a. All equipment will be in good repair. The Technical Authority reserves the right to have equipment taken out of service if the Technical Authority judges the equipment to be unsafe, unsuitable or defective. The Contractor must provide suitable replacement equipment until repairs are completed to the satisfaction of the Technical Authority. The use of the occupant's or the Department of National Defense's tools and equipment is not permitted.
- b. All mobile equipment will have a blue, flashing beacon. Beacon to be mounted for greatest visibility by vehicular and pedestrian traffic.
- c. All machines and vehicles shall be licensed by the Provincial Department of Transportation (DOT) for use on public roads and streets. All machines shall have required safety lights and features in operating condition

## 2. Mobile Equipment

- a. Material, machines, and vehicles used in snow clearing and/or removal operations must meet or exceed the following minimum specifications unless otherwise approved by Technical Authority.
  - .1 Trucks used for plowing shall be four wheel drive (180 hp) equipped with hydraulically operated snow plows with a blade width of 2400 mm.
  - .2 Loaders shall be rubber tired (140 hp) and equipped with a bucket capacity of 1.9 cubic meters.
  - .3 Haul dump trucks shall have a box capacity of 16.0 cubic meters for snow removal operations.
  - .4 Smaller equipment may be used if directed by the Technical Authority.
- b. The Contractor must have a minimum of one spreader that is truck-mounted or box-mounted suitable for the sand and salt mixture required.
- c. Supply miscellaneous tools (shovels, picks, brooms, etc.) as required to perform the work.

## 3. Operators

- a. All mobile equipment operators are to be qualified and experienced with the operation of all assigned equipment.
- b. All mobile equipment operators will have all licenses required by the Province of Ontario.

## 4. Sand and Salt

- a. Salt and Sand mixture shall be two 90.7 kg bags of Sodium Chloride to 0.76 m3 of clean sand completely mixed, or a salt free deicing mixture as directed by the Contract Authority. Sand shall be in accordance with the requirements of OPSS 1004, "Material Specification for Aggregates - Miscellaneous" Section 1004.05.05, "Sand for Winter Sanding". Refer to Annex D
- b. Coarse, crushed, rock salt to be in accordance with the requirements of OPSS 2503, "Material Specification for Sodium Chloride". Refer to Annex E

## **Part III - EXECUTION**

### 1. General

- a. Perform work with the least possible interference or disturbance to the occupants and the public.
- b. Safe work practices and maximum speed limits must be adhered to at all times.
- c. Blue flashing lights must be operating on vehicles during:
  - .1 Snow clearing operations.

- .2 Snow removal operations.
- .3 Sanding and Salting operations.

- d. Maintain existing services to buildings and provide means for personnel and vehicle access.
- e. Cleared snow and ice will be banked along roadway sides until the removal of excess snow is directed by Project Authority.
- f. Use manual snow shoveling only where motorized equipment cannot be operated.
- g. Visibility for pedestrian and vehicular traffic must not be impaired by snow banks.
- h. Contact the Project Authority when parked vehicles impede snow clearing operations.
- i. Equipment with fuel tanks exceeding ten (10) litre capacity will be refueled off-site.

## 2. Task Authorization (TA)

- a. Request for snow clearing will be made by the Project Authority.  
Firelanes, parking areas and designated driveways
  - .1 Snow clearing operations will begin within two (2) hours from the time the Project Authority makes the notification call.
  - .2 Snow clearing operations are to be completed within six (6) hours of the time the snow clearing operations begin.
- b. Request for Sanding and Salting will be made by the Project Authority
  - .1 Sanding and salting operations will begin within two (2) hours from the time the Project Authority makes the notification call.
  - .2 Sanding and salting operations are to be completed within six (6) hours of the time the salting/sanding operations begin.

## 3. Priority

- a. The following areas will have a snow or sanding and salting control priority as follows; CFHA office (40 Lundy's Lane) parking areas and sidewalks, Ypres and Assoro fire lanes, Normandy fire lane areas, Canal du Nord fire lane areas, then all other fire lanes, parking areas, entrances and sidewalks at the Apartment Blocks and the lowest of the priorities will be the designated driveways.

## 4. Snow Clearing

- a. Roads, fire lanes and parking areas.
  - .1 Clear roads of snow to bare pavement.
  - .2 Snow is not to be left in windrows across intersections where traffic flow could be impeded.
  - .3 Bank snow along sides of roadway.
  - .4 Snow banks or piles to be kept 1.0 metre (minimum) away from fences or other structures that could be damaged by snow.

- b. Apartment Walkways
    - .1 Clear Apartment walkways to bare pavement.
  - c. Designated driveways, 21 Canal
    - .1 Clear designated driveways to bare pavement.
    - .2 Snow is not to be left in windrows blocking access to designated driveways or pushed onto adjoining driveways.
5. Sanding/Salting Pattern
- a. set spreader spinner to cast sanding/salt mixture only on surfaces of fire lanes, parking areas or adjoining intersections.
  - b. Spread sanding/salt mixture at a rate of 350 kg/km of roadway.
  - c. Apply sanding/salt mixture at the following locations:
    - .1 Fire lanes
    - .2 Parking areas
    - .3 All intersections to be double-sanded to 30 meters each side of the intersection where these intersections have any roadways that contact entrances or exits from all fire lanes, roadways and parking areas. Refer to Annex F
    - .4 Entrances and sidewalks associated with entrances located at the Apartment Blocks.
6. Storage
- a. Store all snow clearing and removal equipment tools off-site.

#### **Part IV - CUSTOMER CARE**

- 1. Contractor is to maintain courteous discussions with occupant at all times.
- 2. Due to the nature of the project work, some occupants may express concern. The contractor must ensure all explanations of work fully address the safety precautions to be taken to protect occupants during their inspection/servicing.
- 3. Contractor will inform occupant prior to the commencement of any works:
  - a. What works are to be done;
  - b. How the work will be done.;
  - c. Who will be involved in the performance of the work;
  - d. How long the work will take to complete;
  - e. What degree of inconvenience there might be to the customer;
  - f. What safety measures are being implemented; and
  - g. What the daily cleanup schedule will be during the performance of the work.
- 4. The Contractor is to only perform the work specified in this contract and the task authorization document and is not to undertake any work for the occupant while performing contract work
- 5. Should the Contractor observe any aspects of the work to be performed as being defective, limited, ineffective, wasteful or in any other way unacceptable in their view, they must not discuss or in any way indicate any of their opinions with or to the unit/occupant. Any of these observations are to be brought to the attention of the Project Authority only.



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6. At no time is the Contractor to enter into any discussions with the unit/occupant that may leave the occupant with any expectations with respect to work not specified in the contract being performed.
  7. Contractor's etiquette when working in or about the premises will consist of the following:
    - a. Knock on the front door of the unit/occupant living unit and obtain verbal approval prior to working at that site;
    - b. There is to be no smoking or the use of any form of tobacco product in or about the premises;
    - c. Contractor is only to use his own prearranged washroom facilities and is not to use the washroom facilities of the occupant;
    - d. Should any confrontation occur with the occupant, please terminate discussion immediately and inform the Project Authority.
  8. The Contractor is to protect the premises as follows:
    - a. Stockpiles of materials, tools or equipment must not be on any occupant premises;
    - b. Contractor's employees or any individuals associated with the Contractor must park their vehicles in areas approved by the Project Authority and not on lawns;
    - c. Contractor must not block access to occupant's parking area or building entrance with their vehicles or equipment;
    - d. The work site and access to it is to be kept clean and tidy at all times and a complete cleanup is to be undertaken at the end of each work day prior to the Contractor leaving the site.

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

Pricing must be all inclusive in Canadian Currency, GST/HST extra

**Pricing Periods:****Year 1: Date of Award to April 30, 2014****Year 2 (optional): May 1, 2014 to April 30, 2015****Year 3 (optional): May 1, 2015 to April 30, 2016**

Item	Description	Unit	Estimated Quantities per Year	Unit Price	Unit Price	Unit Price
				Year 1	Year 2	Year 3
<b>1.</b>	<b><u>Snow Plowing Only</u></b>					
	(a) Designated Driveways (Estimated Area: 80 m <sup>2</sup> )	Per season	100	\$ _____	\$ _____	\$ _____
<b>2</b>	<b><u>Snow Plowing</u></b>					
	a. Fire Lane / Parking Areas (Estimated Area: 16730.4 m <sup>2</sup> )	per call-out	15	\$ _____	\$ _____	\$ _____
	b. Front & Rear Entrances of MDPAs (including associated sidewalks) and 40 Lundy's Lane sidewalks (Estimated Area: 1270 m <sup>2</sup> )	per call-out	15	\$ _____	\$ _____	\$ _____
<b>3</b>	<b><u>Sand and Salt</u></b>					
	a. Fire Lane Areas/Parking areas (Estimated Area: 16730.4 m <sup>2</sup> )	Per call-out	10	\$ _____	\$ _____	\$ _____
	b. Front & Rear Entrances of MDPAs and Associated	Per call-out	10			\$ _____

Sidewalks and 40  
Lundy's lane sidewalks  
(Estimated Area: 1270  
m<sup>2</sup>)

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**4      Miscellaneous**  
**Services, Hourly Rates**

a. Snow Plough (3/4 Ton  
4x4 minimum capacity  
2400 mm blade width  
(includes operator)

Per  
hour

8

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

b. Rubber Tired Loader  
(145-150 hp. Minimum  
capacity 1.9 m<sup>3</sup>) (includes  
Operator)

Per  
hour

16

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

c. Tandem Dump Truck  
(minimum capacity 16  
m<sup>3</sup>) (includes operator)

16

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_