

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

Title - Sujet SNOW REMOVAL	
Solicitation No. - N° de l'invitation W0114-13P050/C	Date 2013-12-06
Client Reference No. - N° de référence du client W0114-13-P050	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-525-6237	
File No. - N° de dossier KIN-3-40085 (525)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Matende, Robinah	Buyer Id - Id de l'acheteur kin525
Telephone No. - N° de téléphone (613) 545-8064 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

This bid solicitation cancels and supersedes previous bid solicitation number W0114-13P050/B dated 26 November 2013 with a closing of 03 December 2013 at 2:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin525

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

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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 **10 December 2013 at 10:00 am at Canadian Forces Base (CFB) Kingston, Ontario**. Bidders must communicate with the Contracting Authority no later than **1 day(s)** before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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)

(<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 the 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) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 the 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>)

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kin525

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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 Contract Award to April 15, 2014 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 one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the 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.

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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 enquiries:

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:

- when it is 75 percent committed, or
- four (4) months before the contract expiry date, or
- 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) 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.

ANNEX "A"

STATEMENT OF WORK

1.1 Scope of Work

1.1.1. The work under this Contract comprises of supplying of all labour, materials and equipment required to provide snow removal, spreading of calcium chloride and treated abrasives for the Department of National Defence, Canadian Forces Base (CFB) for the following areas:

(i) Fort Frontenac

After accumulation of snowfall of more than 5 cm, Priority 1 will be in effect; the contractor must automatically clear the principal entrances in and out of given areas from curb to curb. The earliest that snow ploughing and/or removal will commence is 5:00 a.m., and it will be paused when pedestrians and/or vehicular traffic make it dangerous to continue. This decision will be made by the Technical Authority at Fort Frontenac, or designated alternate, which could be a Commissionaire. No ploughing or removal will continue past 11:00 p.m. Accumulated snow must be completely removed within three (3) days.

(ii) Normandy Hall (Ontario Street)

After accumulation of snowfall of more than 5 cm, Priority 1 will be in effect; the contractor must automatically clear the principal entrances in and out of given areas from curb to curb. There's no time restriction on commencement of snow removal. Snow must be ploughed and/or removed from the two paved parking areas in front of G Block. Accumulated snow must be completely removed within three (3) days.

In the evening, there is no vehicle parking inside Fort Frontenac. The contractor must clear out the parking lot in front of student parking and plough pathways between the last three (3) rows on one night and the back three (3) rows on the next night.

(iii) Kingston Armouries (Montreal Street), PWOR

After accumulation of snowfall of more than 5 cm, Priority 1 will be in effect; the contractor must automatically clear the principal entrances in and out of given areas from curb to curb. Accumulated snow must be stockpiled in front of building on the south side of parking lot.

NOTE: Accumulated snow must be completely removed within three (3) days and must not be pushed into city streets. **There is no room for piling snow at this location.**

1.1.2. These areas will include, but are not necessarily limited to, roads, parking lots, driveways and sidewalks. Drawings will be provided at the site visit to assist in the identification of areas of work.

1.1.3 In addition to the requirement to automatically conduct snow clearance operations for snowfall accumulation in excess of five (5) cm, the Contractor must be on site and starting operations within one (1) hour of receipt of call to carry out any or all of the following additional work:

1.1.3a. Ploughing of snow during a snowfall and/or snowstorm;

1.1.3b. Ploughing/scraping of slush, ice and accumulations of snow/ice;

1.1.3c. Pushing back of snow at intersections and roads;

- 1.1.3d. Application of ice control chemicals (calcium chloride), and treated abrasives; and
 1.1.3e. Loading and hauling of accumulations of snow to snow dump(s) as specified in para. 5.2.

1.2 Definitions

1.2.1 **SNIC: Snow and Ice Control**

Technical Authority: The Technical Authority shall mean the SNIC Co-ordinator or Site Authority as described in the Contract Clauses.

MTO: Ministry of Transport Ontario

1.2.2. **Abrasives:** Will consist of sand (free from loam and dry) with 100% passing a 10 mm sieve and not more than 30% passing a # 50 sieve and will be mixed with sodium chloride to a minimum mixture ratio of 10 to 1.

1.2.3. **Treated abrasives:** Sand and calcium chloride

1.2.3a. Minimum of 10 to 1 in moderate to high traffic areas;

1.2.3b. Minimum 6 to 1 in low traffic area and/or intersection; and,

1.2.3c. Mixture of abrasives and ice control chemicals, ratio as per para 1.2.2.

1.2.4 **Ice Control Chemicals:** Sodium chloride (rock salt)

1.2.5. The following Class conditions will be used to identify acceptable accumulations of snow on road, parking surfaces and sidewalks:

1.2.5a. Class 1: Bare pavement to maximum 2.5 cm;

1.2.5b. Class 2: Bare pavement to maximum 4.0 cm;

1.2.5c. Class 3: Bare pavement to maximum 5.0 cm; and,

1.2.5d. Class 4: Bare pavement to maximum 7.0 cm.

1.2.6. **Continuous:** Continuous services required from the beginning of a snow storm to the end of the storm, except during sleet or freezing rain.

1.3 Priorities

All parking lots must have the accumulation of snow cleared no later than the Base Priority clearing sequence, stated below.

Priority 1: within 24 hours

After accumulation of snowfall of 5 cm or more, Priority 1 will be in effect, the contractor is to clear the principal entrances in and out of given areas from curb to curb.

If a consecutive day of snowfall occurs the priority will remain the same (clearance of the roadway in and out road from curb to curb). Snow must be stockpiled in designated areas until there is a break in the weather, then snow removal will commence to approved allocated area as listed below.

Priority 2: 24-36 hours

If consecutive days of snowfall occur, priority 2 will be in effect (clearance of the roadway in and out from curb to curb). Snow must be stockpiled in designated areas until there is a break in the weather, then snow removal will commence to allocated area as listed below.

Snow Dump Area(s)

A designated area for snow dumping is located in a marked and fenced area south of Somme Rd and North of Hwy 2. In the vicinity of the Radio Tower, CFB Kingston. This area will be identified by the Technical Authority during the site visit.

1.4 Other Requirements

1.4.1. The SNIC season (November to April) shall be based on maximum precipitation of 230.0 cm of snowfall as per statistics provided in accordance with Environment Canada's weather station located in HartingtonKingston, Ontario.

1.4.2. The measurement of precipitation is measured from date of Contract award until the contract expiry.

1.4.3. When the seasonal snow precipitation limit reaches 230.0 cm during a snowfall, the Contractor must continue to clear snow in accordance with this Contract until 1 a.m. the following day.

1.4.4 Additional payments will be made based on 100 square meters of area cleared per cm of precipitation.

1.5 **AUTHORIZATION**

The Technical Authority will issue a DND 626 form (Task Authorization) to the Contractor detailing the work required.

PART 2 - TECHNICAL DESCRIPTION

2.1 Equipment

2.1.1. The Contractor must ensure that all snow removal and sanding equipment used corresponds with the work being performed.

2.2.2. Equipment **must** include a minimum of, but is not limited to:

- One front end loaders with a minimum 3 cu yd bucket,
- One 3-T truck with front and side plough
- One 18 cu. Yd. Dump truck for the hauling of snow
- One 3-T sander or approved alternates, in order to effect expedient snow

removal.

Non- Acceptable Equipment

Backhoe c/w 10 plough blade is not acceptable as the backhoe has more of a tendency/possibility to back into objects or swing into objects as it sticks out. "pick up trucks with plough attachments" or "1/2 ton or 3/4 ton pick ups" will not be acceptable due to the lack of clearance in the areas to be cleared.

Tri-axle Dumptruck is not acceptable as it would be too large to get into Fort Frontenac. A tandem dump truck is a better fit considering the size of the area.

Alternate equipment must be approved by the Technical Authority who is the Roads and Grounds Supervisor, as per MTO directives.

2.2.3 The Contractor must provide copies of Equipment Vehicle Ownership Certificates and Equipment Insurance and/or Rental /Lease Agreements when requested by the Contracting Authority.

2.2.4. All vehicles must conform to the Truck Transportation Act (TTA) and the Motor Vehicle Transportation Act (MVTA). All equipment must be equipped with applicable warning lights in

accordance with the Highway Traffic Act (HTA), visible from all directions, backup beepers and signs designating safety precautions.

2.2.5. All equipment must have an approved Ontario government vehicle inspection certification to be provided to the Technical Authority when requested.

2.2.6. DND reserves the right to have MTO inspect the Contractor's equipment at any time.

2.2.7. No storage of equipment, fuel or sand and abrasive is authorized on DND property.

2.2 Workmanship

2.2.1 The Contractor must retain a sufficient number of licensed operators to provide continuous snow removal operations.

2.3 Site Conditions

2.3.1 Within two (2) working days of award of Contract, the Contractor and Technical Authority must make a pre-snow removal site inspection to determine site conditions prior to any snow clearing operations.

2.3.2 At the end of the SNIC season, the Contractor and Technical Authority, will make a post-snow removal inspection to determine extent of damages, if any, caused by the Contractor's equipment.

2.3.2(a) When damage occurs as a result of the Contractor's SNIC operations, the Contractor, must report any occurrences of damage to the Technical Authority within one (1) working day. The Contractor must repair any and all damage caused by his personnel or equipment within thirty (30) working days, to the conditions that existed before the damages occurred. The Contractor will be advised in writing by the Technical Authority of the urgency of the repair and the time required for completion of the repair. If the Contractor fails to complete repairs within the time agreed, the Technical Authority will authorize the repairs to be completed by DND and have the costs deducted from the Contractor's payment. The point of contact in the event of damage as a result of Contractor SNIC operations is the Technical Authority.

2.4 Priorities

2.4.1. Drawings (Roads, Sidewalks and Parking areas) provided identify priorities (*refer to 3.1*)

2.4.2. Continuous SNIC operations are required to achieve a Class 3 condition for roadways, parking lots and Class 1 condition for sidewalks from the time the snowfall and/or snowstorm finishes. The maximum allowable timings, listed by Priority (as per diagram) are as follows:

2.4.2a. Priority # 1: six (6) hours;

2.4.2b. Priority # 2: twelve (12) hours; and

2.4.2c. Priority # 3: twenty-four (24) hours)

2.4.3 Unsafe conditions: Para 2.6.7.

2.4.4 During the course of SNIC operations, priorities may change due to operational requirements, therefore necessitating the Technical Authority to issue new snow clearing priorities. The Contractor

must comply with the instructions specified and verbal and/or written orders given by the Technical Authority concerning the priority and location of the areas to be cleared, particularly, for the loading and hauling and the hours in which the work will be carried out.

2.5 Ploughing

2.5.1 Ploughing must be fully completed to achieve Class 3 condition on roadways to the full width of the asphalt pavement (curb to curb), parking areas or other travelled surfaces. It is the Contractor's responsibility to clear the roads by pushing and banking snow and/or ice along the roads or onto adjacent areas as appropriate. Snow must not be pushed or banked onto sidewalks, fences, transformers or buildings.

2.5.2 The edges of the roads must be cleared to a minimum of one (1) meter on each side of the full width and windrows kept to a maximum of one (1) metre in height.

2.5.3 Windrows ploughed in by the MTO or City of Kingston at all entrances must be removed by the contractor.

2.6 Snow and Ice Control Materials

2.6.1 Treated abrasives and ice control chemicals must be supplied by the Contractor.

2.6.2 Loading of treated abrasives and ice control chemicals is the Contractor's responsibility.

2.6.3 Treated abrasive materials, ice melting chemicals or mixtures thereof must be spread on roads, sidewalks and parking areas to prevent slipping and skidding. Particular attention must be paid to entrances.

2.6.4 Where unsafe conditions (i.e. slippery intersections, parking lots and sidewalks) constitute a safety hazard, treated abrasives must be applied within one (1) hour of notification of that condition.

2.6.5 The winter maintenance charts of the Ontario Department of Highways must be used as a general guide in the application of materials for the prevention of ice formation on the roads.

2.7 Loading, Hauling and Disposal

2.7.1 When the pushing or banking of snow can no longer be done, it must then be loaded by mechanical means and hauled to an authorized snow dump. Accumulations of snow and/or ice must be removed within forty-eight (48) hours of the completion of a snowstorm. Parking areas as designated by the Technical Authority must be cleared of snow and/or ice to achieve Class 3 condition.

2.7.1a. Intersections must be cleared of windrows to a minimum of 3 metres in all directions from the edge of intersection.

2.7.2 The Contractor must haul snow to the designated snow dump after each snow clearing operation. The contractor must remove snow from 06:00 hours to 23:00 hours.

2.7.3 The Contractor must use sufficient equipment and trucks to permit uninterrupted hauling of snow.

PART 3 REFERENCES

3.1 Drawings

3.1.1. Drawings for both Fort Frontenac/Normandy Hall, and the Armouries, will be provided during the site visit.

3.2 Fire Safety

3.2.1. The Technical Authority will co-ordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief before any work commences.

3.3.2. Reporting Fires:

3.2.2a. Know the location of nearest fire alarm box and telephone, including the emergency phone number.

3.2.2b. Report immediately, all fire incidents to the Fire Department as follows:

3.2.2ba. Activate nearest fire alarm box; or

3.2.2bb. Telephone

3.2.2c. Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.

3.2.2d. When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

3.2.3. Supply fire extinguishers, as scaled by the Base Fire Chief, necessary to protect the work in progress and the Contractor's physical plant on site.

3.2.4. Flammable and Combustible Liquids:

3.2.4a. The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.

3.2.4b. Fuel tanks shall be double-walled or dyked and be grounded and bonded together.

3.2.4c. Fuel tanks to be labelled indicating contents and labels to be of a size that can be seen from a minimum distance of eight (8) metres.

3.2.4d. Flammable liquids having a flash point below 38 degrees C such as naphtha or gasoline, shall not be used as solvents or cleaning agents.

3.2.4e. Direct any questions or clarifications on Fire Safety in addition to the above requirements to the Base Fire Chief.

PART 4 - QUALITY ASSURANCE

4.1 Authorized Representatives

4.1.1. The Technical Authority along with an assistant, will ascertain that all work is performed in accordance with the specifications.

4.1.2. The Technical Authority, , will indicate the name, address and telephone number of the alternate Technical Authority if one is used or .

4.1.3 The Contractor will designate, in writing, his representative and assistant who can be reached at all times, twenty-four (24) hours per day, seven (7) days per week.

4.1.3a. During operations, the Contractor's representative and/or assistant must remain at the site while the work is in progress.

4.1.3b. In the event of a change of authorized representative and/or assistant, the Contractor must immediately notify the Technical Authority and confirm the appointment in writing without delay.

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

Pricing must be all inclusive in Canadian Currency, GST/HST extra as applicable, and must be shown as a separate item on all invoices. All charges for extra service must be verified by a time log signed by the SNIC Officer, which will be kept in the SNIC Officers office or at a prearranged job site location.

NO CHARGES FOR PRICING BASIS "B" ARE ALLOWABLE UNLESS THE CONTRACTOR IS GIVEN WRITTEN 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 is based on a maximum precipitation of 230 cm of normal snow determined by Kingston Airport for all areas during the period from contract award to 15 April 2014. If total precipitation does not exceed this figure, the Total Lot Price sum will be paid for the snow season.

PRICING

Following are the Firm Lot Prices for snow ploughing, removal and spreading of abrasives for the snow season:

Period One - Date of Contract Award to 15 April, 2014

(a) Fort Frontenac, Ontario Street, Kingston \$ _____

(b) Normandy Hall, Ontario Street, Kingston
\$ _____

(c) PWOR, Armoury, Montreal Street, Kingston \$ _____

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)

\$ _____

Period Two (Option) - 1 November 2014 to 15 April, 2015

(a) Fort Frontenac, Ontario Street, Kingston \$ _____

(b) Normandy Hall, Ontario Street, Kingston
\$ _____

(c) PWOR, Armoury, Montreal Street, Kingston \$ _____

Solicitation No. - N° de l'invitation

W0114-13P050/C

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40085

Buyer ID - Id de l'acheteur

kin525

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

CCC No./N° CCC - FMS No/ N° VME

W0114-13-P050

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)

\$ _____

Period Three (Option) - 1 November 2015 to 15 April, 2016

(a) Fort Frontenac, Ontario Street, Kingston \$ _____

(b) Normandy Hall, Ontario Street, Kingston

\$ _____

(c) PWOR, Armoury, Montreal Street, Kingston \$ _____

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)

\$ _____

Solicitation No. - N° de l'invitation
W0114-13P050/C

Amd. No. - N° de la modif.
W0114-13P050/C

Buyer ID - Id de l'acheteur
kin525

Client Ref. No. - N° de réf. du client
W0114-13-P050

File No. - N° du dossier
KIN-3-40085

CCC No./N° CCC - FMS No/ N° VME

Pricing Basis "B" - Additional Requirements

1. Price for additional Snowfall in excess of 230 cm Seasonal Snowfall

If total precipitation exceeds 230 cm of normal snow as declared by the weather station at the Kingston Airport or if the Technical Authority snow clearing for areas not specified on the drawing, an additional payment will be made based on 100 square metres of area cleared per cm of precipitation.

The contractor shall only clear these designated areas when authorized by the Technical Authority for the respective location.

PRICING

Pricing must be all inclusive in Canadian Currency, GST/HST extra as applicable, and must be shown as a separate item on all invoices. All charges for extra service must be verified by a time log signed by the SNIC Officer, which will be kept in the SNIC Officers office or at a prearranged job site location.

Following are the Firm Lot Prices for additional snow ploughing, removal and spreading of abrasives for the snow season:

Period One - Date of Contract Award to 15 April, 2014

- (a) Fort Frontenac, Ontario Street, Kingston \$ _____/per cm
(b) Normandy Hall, Ontario Street, Kingston \$ _____/per cm
(c) PWOR, Armoury, Montreal Street, Kingston \$ _____/ per cm

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded) \$-----

Period Two (Option) - 1 November 2014 to 15 April, 2015

- (a) Fort Frontenac, Ontario Street, Kingston \$ _____/per cm
(b) Normandy Hall, Ontario Street, Kingston \$ _____/per cm
(c) PWOR, Armoury, Montreal Street, Kingston \$ _____/ per cm

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded) \$-----

Period Three (Option) - 1 November 2015 to 15 April, 2016

- (a) Fort Frontenac, Ontario Street, Kingston \$ _____/per cm
(b) Normandy Hall, Ontario Street, Kingston \$ _____/per cm
(c) PWOR, Armoury, Montreal Street, Kingston \$ _____/ per cm

TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded) \$-----

Solicitation No. - N° de l'invitation

W0114-13P050/C

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40085

Buyer ID - Id de l'acheteur

kin525

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

W0114-13-P050

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"

TASK AUTHORIZATION FORM - DND 626