

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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 EW076-150823/A	Date 2014-11-06
Client Reference No. - N° de référence du client PWGSC-EW076-150823	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-305-10293	
File No. - N° de dossier EDM-4-37107 (305)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-22	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Campbell (EDM), Brad	Buyer Id - Id de l'acheteur edm305
Telephone No. - N° de téléphone (780) 497-3911 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	

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 Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Delivery Required - Livraison exigée See Herein	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

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Buyer ID - Id de l'acheteur

edm305

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

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List of Annexes:

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TITLE: SNOW REMOVAL SERVICES

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

2. Summary

Public Works and Government Services Canada has a requirement for the supply of all labour, materials, equipment, and supervision required to perform snow, slush, and ice removal, sanding and sweeping on all sidewalks, parking lots, and access roads around Crown Owned buildings and on Crown Owned properties as specified herein to ensure the safe and unhindered flow of traffic.

Location of Crown owned buildings and properties is: Yellowknife, Northwest Territories, Canada.

The period of the Contract is from date of Contract to March 31, 2016 inclusive. The Contractor will grant to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions [2003](#).

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

This procurement is subject to the following Comprehensive Land Claim Agreement (CLCA):
- Tlicho Land Claims Agreement

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) (<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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 Alberta.

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. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 (2 hard copies or 1 fax copies)

Section II: Financial Bid (1 hard copies or 1 fax copies)

Section III: Certifications (1 hard copies or 1 fax copies)

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. Bidders must describe their capability and experience, and provide client contact(s). Bidders should identify the level and extent of opportunities for Comprehensive Land Claim Agreement (CLCA) beneficiaries to experience benefits from this requirement.

Section II: Financial Bid

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

- 1.2 **Exchange Rate Fluctuation**

C3011T (2013-11-06), 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", "financial", evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

- (a) Ability to perform the full scope of work described in Annex "A" Statement of Work.

1.2 Financial Evaluation

1.2.1 The total evaluated bid price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) Unit prices for items 1 - 2) inclusive will be multiplied by the corresponding estimated usage for each of the four years.
- (b) The markup or discount in item 3) will be applied to the estimated annual expenditure for each of the four years.
- (c) The results of the calculations in (a), and (b) above will be added together to obtain the total assessed bid price.
- (d) The total assessed bid price will then be reduced by the Aboriginal Opportunities Consideration percentage, as determined in Annex "F", to obtain the total evaluated bid price.

1.2.2 SACC Manual Clause

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying

out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions 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 [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

2.1.1 *SACC Manual* clause A3005T (2010-08-16) Status and Availability of Resources

2.2 Education and Experience

2.2.1 *SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience

2.3 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 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.

1.2.1 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" specified in Annex "D".
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 Project Authority, within 2 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.

1.2.2 Task Authorization Limit

The Project may authorize individual task authorizations up to a limit of **\$ 50,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project and Contracting Authority before issuance.

1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

2. 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

[2035_](#) (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 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 two (2) additional one (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 30 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:

Brad Campbell
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
ATB Place North Tower (Telus Plaza North)
5th floor, 10025 - Jasper Avenue,
Edmonton, AB T5J 1S6

Telephone: 780-497-3911
Facsimile: 780-497-3510
E-mail address: brad.campbell@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 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

7.3 Method of Payment

SACC Manual clause **H1000C** (2008-05-12), Single Payment (when applicable)

SACC Manual clause H1008C (2008-05-12), Monthly Payment (when applicable)

7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

SACC Manual clause C2000C (2007-11-30) Taxes – Foreign-based Contractor

7.5 Discretionary Audit

SACC Manual clause C0705C (2010-01-11) Discretionary Audit

7.6 Time Verification

SACC Manual clause C0710C (2007-11-30) Time and Contract Price Verification

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly Comprehensive Land Claim Agreement beneficiary involvement progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

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 2035 (2014-09-25) – Higher Complexity -Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. the signed Task Authorizations (including all of its annexes, if any);
- g. the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s).*

12. Foreign Nationals (Canadian Contractor)

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

OR

12. Foreign Nationals (Foreign Contractor)

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

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25) Workers Compensation

SACC Manual clause A9039C (2008-05-12) Salvage

SACC Manual clause A9068C (2007-05-25) Government Site Regulations

ANNEX "A"

STATEMENT OF WORK

Title: Snow Removal Services

PART I - SCOPE OF WORK

1.1 Location

- .1 Work covered under this Contract for Public Works and Government Services Canada specifies (7) Crown Owned buildings, Crown Owned properties:
 - Rat Lake - 35 Rycon Drive (Units 1057-1097)
 - Sissons Court (Units 963-994)
 - Lanky Court (Units 881-889)
 - Forrest Park (Units 998-1025)
 - Aspen Apartments - 5204-51st Street
 - PWGSC Tradeshop - 5004-44th Street
 - Crown single/detached housing at various locations other than those mentioned above
- .2 In addition, emergency work may be requested for any other building or property that falls under the jurisdiction of Public Works & Government Services Canada jurisdiction within the Yellowknife, NT area.

1.2 Scope

- .1 Scope of work covered by this Contract includes, but is not limited to, the supply of all labour, materials, equipment, and supervision required to perform snow, slush, and ice removal, sanding and sweeping on all sidewalks, parking lots, and access roads around Crown Owned buildings and on Crown Owned properties as specified herein to ensure the safe and unhindered flow of traffic.
- .2 Supply all labour and equipment and use ice melter and sand as needed to fulfill these conditions.
- .3 The Contractor must contact the PWGSC Housing Clerks by email WST.YKHOUSING@pwgsc-tpsgc.gc.ca or by phone 867-766-8352 upon entering and leaving the sites where applicable.
- .4 Specifications and drawings will be made available by the PWGSC Housing Clerks as required.
- .5 The Contractor must show a demonstrated ability to receive and respond to calls for service during all hours (normal and/or after business hours) by providing telephone numbers for regular services calls and after hours call backs.

- .6 Attend meetings at site when notified by the PWGSC Housing Clerks and/or Project Authority.

1.3 Workmanship

- .1 All work shall be performed by experienced operators. On award of Contract, the Contractor must provide names of personnel performing work on this Contract. The Contractor must also provide documentation for any operators of vehicles that require training and certification.
- .2 Public Works & Government Services Canada reserves the right to verify/substantiate the qualification of any person(s) performing work under the Contract.
- .3 The Contractor shall redo all work unsatisfactory to the PWGSC Housing Clerks and/or Project Authority without extra cost.

1.4 Site Safety & Security

- .1 Site security is the responsibility of the Contractor with the approval of a Departmental Representative.
- .2 Public Works & Government Services Canada accepts no responsibility for unattended equipment on site.
- .3 Safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.
- .4 Protect existing property from damage. If damage occurs due to use of contractor or equipment it must be reported immediately to Public Works Site Authority/ PWGSC representative who will advise. Damages caused by contractor work, or equipment will be repaired at cost to the contractor.

PART II – Task Specifications

2.1 Task

- .1 Tasks have been separated into three (3) Categories:
- A. Snowfall Removal
 - B. Winter Weather Maintenance where snowfall is not greater than five (5)cm
 - C. Emergency / Urgent Priorities

** All tasks will include work shown in Section 2.2. In addition, Task C includes additional instructions shown in Section 2.5.1

2.2 General Information for all tasks

- .1 Any work that is life threatening or damaging to the building/property must be completed immediately.
- .2 Clear and remove snow, slush and ice from all parking areas and access roads to ensure the safe and unhindered flow of traffic. Sand all areas as required.
- .3 Sweep parking areas, sidewalks and access roads. Manual sweeping in curb and gutter areas not accessible by heavy equipment will be required.

- .4 Remove accumulated cleared snow from the site. Carry out disposal of snow in accordance with local by-laws and regulation at authorized locations. **(For CROWN HOUSING only:** Snow must be removed from the premises and hauled off site).
- .5 Execute work with minimum disturbance to occupants, public and normal use of the buildings. Make arrangements with Department to facilitate execution of work.
- .6 Do not unreasonably encumber site with materials or equipment.

2.3 Scheduled Work – Task A - Snowfall Removal

- .1 The Contractor shall commence snow clearing within two (2) hours of a snowfall of five (5) cm, {two (2) inches}, having fallen as measured at the meteorological office. Sand all areas as required.

**In the event of continuing snowfall, the Contractor shall clear snow so that an accumulation of snow no greater than five (5) cm, {two (2) inches}, will remain at any time on a twenty four (24) hour, seven (7) days per week basis. Upon the snowfall ending the snow shall be cleared and removed from the areas. Sand all areas as required.

2.4 Unscheduled Work – Task B – Winter Weather maintenance where snowfall is not greater than 5cm

- .1 The Contractor shall commence snow, slush, ice clearance, and sanding upon notification from the PWGSC Housing Clerks.
- .2 The contractor will provide the PWGSC Housing Clerks with a quotation for the requested work based on the rates supplied in the Basis of Pricing.

**The Project Authority must provide written Task Authorization, prior to work commencement.

2.5 Unscheduled Work – Task C – Emergency/Urgent Priorities

- .1 The Contractor shall commence "EMERGENCY" snow, slush, and ice clearance upon notification from PWGSC Housing Clerks.
- .2 The Contractor will provide the PWGSC Housing Clerks with a quotation for the requested work based on the rates supplied in the Basis of pricing.

**The Project Authority must provide verbal or written authorization prior to work commencement.

Any verbal authorization will be followed up with written Task authorization the next business day.

2.5.1 Task Specifics

- .1 When the Contractor is called up to provide services under an Emergency/Urgent basis the following two step method will be followed at all times:
 - A. Priority is defined as a quick pass wide enough to allow access to and from the property of all Housing Units and Facilities.

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- B. Within 24 hours following the work carried out under the Emergency/Urgent Priority call-up, the Contractor is to return to the Federal inventory as listed above and carry out any additional snow clearing to allow full access to the driveway, access road or site unless noted below.

ANNEX "B"

BASIS OF PAYMENT

Firm Unit Price(s)

- Prices quoted are to remain firm for the duration of the Contract
- Firm prices are to include the supply of labour, supervision, materials, equipment, tools, travel/meals/accommodation, permits and general overheads, necessary for the contractor to provide the services in accordance with the Statement of Work, Annex "A", contained herein.
- Prices quoted do not include Applicable Taxes. However, Applicable Taxes will be added as a separate item on any invoices issued against this contract.
- Estimated usages are for evaluation purposes only, actual usages may vary

Item	Description	Estimated Usages per Year for All Sites	Year 1 from Date of Award to 2015.03.31	Year 2 from 2015.04.01 to 2016.03.31	Option Year 1 from 2016.04.01 to 2017.03.31	Option Year 2 From 2017.04.01 to 2018.03.31
1.	Snow Removal Equipment with Operators					
a)	4 Wheel Drive Loader, 130 hp or greater with a minimum 2.75 yard bucket	200 HRS	\$____/HR	\$____/HR	\$____/HR	\$____/HR
b)	Tandem Truck equipped with Gravel Dump Box, minimum 11 cubic yards	150 HRS	\$____/HR	\$____/HR	\$____/HR	\$____/HR
c)	Sweeper – Municipal Works type with Sweeping Attachment	20 HRS	\$____/HR	\$____/HR	\$____/HR	\$____/HR
d)	Flat rate for sanding per site as required	25 Applications of Sand	\$____/ Application per Site	\$____/ Application per Site	\$____/ Application per Site	\$____/ Application per Site

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Item	Description	Estimated Usages per Year for All Sites	Year 1 from Date of Award to 2015.03.31	Year 2 from 2015.04.01 to 2016.03.31	Option Year 1 from 2016.04.01 to 2017.03.31	Option Year 2 From 2017.04.01 to 2018.03.31
	inclusive of sand and transportation					
2	Hourly Rate - Labourer	50 HRS	\$____/HR	\$____/HR	\$____/HR	\$____/HR
3	Materials and supplies not specified herein, to be provided at the contractor's Laid down cost, plus a mark-up of ____% OR Materials and supplies not specified herein, to be provided at the contractor's Laid down cost, less a discount of ____%	\$500.00	____%	____%	____%	____%

APPLICABLE TAXES:

The Total Estimated Applicable Taxes is not included in the amounts above. The Applicable Taxes are to be shown as a completely separate item on each invoice.

ANNEX “C”

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX “D”

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/572.pdf>

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ANNEX "E"

COMPREHENSIVE LAND CLAIM AGREEMENT BENEFICIARY INVOLVEMENT - PROGRESS REPORT

The Contractor hereby agrees to provide information on CLCA Beneficiary involvement, as per the format below;

Supplier Name		Contract Name:	
Contract Number:		Period Covered	
Contracting Authority Name:		Brad Campbell	

Record of involvement for this reporting period

CLCA Benefit	(A) CLCA Hrs / Dollars	(B) Total Hrs / Dollars (CLCA and Non- CLCA)	% of CLCA to Total (A) / (B)
Labour			
Sub-contracting			

(C) Total Accumulated CLCA Labour Hours to date:	
(D) Total Accumulated Labour Hours to date:	
Percentage of CLCA Labour to date (C/D):	
(E) Total Accumulated CLCA Sub-contracting Dollars to date:	
(F) Total Accumulated Sub-contracting Dollars to date:	
Percentage of CLCA Sub-contracting Dollars to date (E/F):	

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

ANNEX "F"

ABORIGINAL OPPORTUNITIES CONSIDERATION – EVALUATION CRITERIA

This procurement is subject to the following Comprehensive Land Claim Agreements:

- Tlicho Land Claims Agreement

OPTIONAL:

This Annex allows the bidder the opportunity to receive a price deduction on their total assessed bid price by addressing the opportunity for Comprehensive Land Claim Agreement (CLCA) Beneficiary Involvement in the performance of this contract.

FOR EVALUATION PURPOSES ONLY, a deduction of up to 5% may be taken from the "total assessed bid price" based on the provision of proof that the bidder has addressed the following CLCA beneficiary evaluation criteria. Proof of efforts and/or commitments made by suppliers should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission and as applicable.

For each point earned against the evaluation criteria below, an equivalent percentage will be deducted from the bidders total assessed bid price.

Tlicho Land Claims Agreement – Evaluation criteria

Item	Description	Score	Percentage deduction
1.	<p>Labour – employment of Tlicho First Nation Labour.</p> <p>Labour to be evaluated as a percentage of Tlicho man hours against the total estimated man hours for the whole project. Based on items 1.(a,b,c) and 2. of the Basis of Payment.</p> <p>1 point – 25% to 49% of total man/hours 2 points – 50% to 74% of total man/hours 3 points – 75% to 100% of total man/hours</p> <p>Points are not cumulative.</p>		
2.	<p>Suppliers – engagement of Tlicho First Nation professional services, or use of suppliers that are Tlicho which can act as sub-contractors.</p> <p>Tlicho Supplier Engagement to be evaluated as a percentage of contract value to be spent/directed towards Tlicho suppliers against the total estimated value for the whole project. Note: if the Bidder itself is a Tlicho Firm, they may include their portion of the contract into the Tlicho Supplier Engagement value. Based on item 3. Of the Basis of Payment.</p>		

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	1 point – 20% to 59% of total contract value 2 points – 60% to 100% of total contract value Points are not cumulative.		
	Maximum total points available	5	
	Maximum percentage deduction earned		