



<p>RETURN BIDS TO:</p> <p>Bid Receiving - Environment Canada Finance Branch</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montreal (Quebec) H5A 1L9</p> <p>BID SOLICITATION</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p>	<p>Title Grading and maintaining gravel roads within Environment Canada's Last Mountain Lake National Wildlife Area, Simpson (Saskatchewan)</p>	
	<p>EC Bid Solicitation No. K2E50-14-5124</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – 2014-03-18</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) – at 2:00 P.M. on – 2015-04-30</p>	<p>Time Zone – Eastern Daylight Time EDT</p>
	<p>Address Enquiries to - Adresser toutes questions à Marie-Christine Blais</p>	
	<p>Telephone No. – N° de téléphone 514 496-1929</p>	<p>Fax No. – N° de Fax 514 283-4439</p>
	<p>Destination - of Services Simpson (Saskatchewan)</p>	
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>	
	<p>Vendor/Firm Name and Address</p>	
	<p>Telephone No.</p>	<p>Fax No.</p>
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	

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TITLE: Grading and maintaining gravel roads within Environment Canada's Last Mountain Lake National Wildlife Area, Simpson (Saskatchewan)

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 Insurance Requirements; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Insurance Requirements.

2. Summary

2.1 Environment Canada has a requirement for grading service and maintaining gravel roads within Environment Canada's Last Mountain Lake National Wildlife Area (Saskatchewan) as detailed in the Statement of Work, Annex A to the bid solicitation. The term of the contract is two years from the contract award date, with the option to extend the term of the contract for a maximum of three (3) additional periods of one year each, based on the same conditions. The contractor accepts, during the extended contract period, to be paid according to the relevant terms set out in the Basis of Payment

2.2 There is no security requirement associated with this requirement.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003

2.4 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.

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 PWGSC *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.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 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 six (6) 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 *Saskatchewan*.

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 Optional Site Visit

Environment Canada will not be organizing a formal site visit. It is recommended that the Bidder or a representative of the Bidder visit the work site. However EC will not be organizing a formal site visit.

The Contractor shall be deemed to have visited the site and to have become familiar with all conditions relative to carrying out the work. There shall be no consideration to claims resulting from the contractor's failure to carry out sufficient site investigation prior to the issuance of contract.

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)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard 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>). 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; and
- (3) print on both sides of the paper.

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 and describe their approach, in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

Inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data."

- Bidders must submit firm hourly rate for each period of contract.
- Rates quoted must include ALL relative costs associated with provided the services in accordance with the statement of work (Annex A), contained herein and remain firm for the duration of contract.
- Applicable taxes is not to be included in the hourly rate but will be added to any invoice issued against the contract

PART A: HOURLY RATES

No.	Description	(A) Estimated Annual Usages	(B) Contract Period (2 years)	(C) Option 01	(D) Option 02	(E) Option 03	(F) Total Hourly Rate Add B+C+D+E	(G) Total Evaluation Price Multiply (A) x (F)
1	Mobilization, grading, shaping, crowning, and demobilizing	80 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$
2	Compacting or Rolling	50 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$
3	Snow removal and plowing during regular daylight hours	25 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$
4	Snow removal and plowing in excess of regular daylight hours	10 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$
5	Snow removal and plowing on	10 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$

	weekend and holidays							
6	Application of Sand or gravel	25 hours	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$per hour	_____ \$
TOTAL (ADD item 1 to 6)								

PARTB:

SUPPLY OF GRAVEL AND SAND ONA NEEDED BASIS

(This section will not form part of the financial evaluation)

Supply of sand & Gravel;	Cost plus	(B) Contract Period (2 years)	(C) Option 01	(D) Option 02	(E) Option 03
		_____ %	_____ %	_____ %	_____ %

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

Mandatory and point rated technical evaluation criteria are included in Attachment 2 to Part 4.

1.2 Financial Evaluation

- 1.2.1** The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.
- 1.2.2** For evaluation purposes only, the price of the bid will be determined as follows:
The competition is based on the total price, including all option periods. (please reference Attachment 1 to Part 3).
- 1.2.3** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.”
- 1.2.4** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) Comply with all the requirements of the bid solicitation;
 - (b) Meet all mandatory criteria;
And
 - (c) Obtain the **required minimum of 3300/5500 (60%)** points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 5500 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

Bidder			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

**ATTACHMENT 1 TO PART 4,
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

MANDATORY CRITERIA		Met/Not Met
	A negative answer to one of the mandatory requirements will result in rejection of the proposal without further consideration.	
M1	Bidder must submit 2 projects which are similar in nature, scope of work and of similar value, to the project for which the present offer is made, that they have executed in the past 5 years	
M2	Bidders must provide, with their proposal, Workman's compensation	
M3	Bidders must provide with their proposal, their Business license	

POINT RATED TECHNICAL CRITERIA		Maximum Points
	The Technical Proposal will be evaluated using the following criteria. It is recommended that each item be addressed in sufficient depth in your proposal to allow for evaluation and scoring.	
PR1	Knowledge of the context and understanding of the scope of work	
	Based on the bidder's proposed statement of work Type of gravel <ul style="list-style-type: none"> o ¾ inch crushed rock (200pts) o ½ inch crushed rock (500pts) o ½ inch rock, pit run, with 10% fines (1000pts) 	1000
	Frequency of grading <ul style="list-style-type: none"> o After rain, minimum every 2 weeks in May/June, minimum every 4 weeks in Jul/Aug (1000pts) o Minimum every 2 weeks in May/June, minimum every 4 weeks in Jul/Aug (500pts) o Every 4 weeks (100pts) 	1000
	Company location : <ul style="list-style-type: none"> o based in a 60 mile radius or less of the local area (500pts) o based in a 61-80 mile radius of the local area (200 pts) o based in more than 80 mile radius of the local area (100 pts) 	500
	Subtotal	2500
PR2	Company's experience	
	Recent experience (over the last 5 years) in the maintenance and repair of roads <ul style="list-style-type: none"> 3 years and more = 500 points 2 years to <3 years = 300 points 1 year to <2 years = 250 points <1 year = 150 points (less 10 points for every month less than one full year from date of submission) 	500

	Recent experience (over the last 5 years) in snow removal 3 years and more = 500 points 2 years to <3 years = 300 points 1 year to <2 years = 250 points <1 year = 150 points (less 10 points for every month less than one full year from date of submission)	500
	Recent experience (over the last 5 years) in subcontracting and supervising placement of new gravel 3 years and more = 500 points 2 years to <3 years = 300 points 1 year to <2 years = 250 points <1 year = 150 points (less 10 points for every month less than one full year from date of submission)	500
Subtotal		1500
PR3	Equipment	
	Bidder must list the type and age of equipment they propose to use for the work Road conditioner : <ul style="list-style-type: none"> ○ Equipment older than 15 = 100 pts ○ Between 15 -10 years old = 250pts ○ Between 5-10 years old = 500 ○ Less than 5 years old = 1000pts 	
Subtotal		1000
PR4	FOREMAN	
	The Foreman has recent experience (within the last five years) in the maintenance and repair of gravel roads. Must provide Foreman's resume with the proposal. <ul style="list-style-type: none"> ○ 2 years and more = 500 points ○ 1 year to < 2 years = 250 points ○ <1 year = 0 points 	
Subtotal		500
Total		/5500

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" 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.

1.3 Status and Availability of Resources

By submitting a bid, the bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

1.4 Education and Experience

By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – INSURANCES REQUIERMENT

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 the contract.

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 *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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

2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B are modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: “The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*).

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The term of the contract is (2) years from the contract award date.

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 (3) additional (1) *year* period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 6 *months* under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Christine Blais
Procurement
Finance Branch
Environment Canada
105 McGill
5th Floor
Montréal QC H2Y 2E7

Telephone: 514-496-1929
Facsimile: 514-283-4439
E-mail address: Marie-christine.blais@ec.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

(The name and information of the Technical Authority will be known at the issuance of contract)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Technical Authority named above 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

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

LABOUR

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid for the actual hours worked at the firm hourly rates detailed in the financial bid presentation sheet (Attachment 1 to Part 3), to a ceiling price of \$ _____(insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

MATERIAL

The contractor will be reimbursed for the material reasonably and properly incurred in the performance of the Work, at list price plus a profit as detailed in the financial bid presentation sheet (Attachment 1 to Part 3), to a ceiling price of \$ _____(insert amount at contract award).. All prices for material are FOB destination. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____(insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or

- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.4 Time and Contract Price Verification

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

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

9. Certifications - Compliance

Compliance with the certifications 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 or 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. Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex B. 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.

12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2014-09-25) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Insurance Requirements
- (e) 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).*)

ANNEX A STATEMENT OF WORK

Road maintenance and snow removal on gravel roads at Environment Canada's
Last Mountain Lake national wild life Area, located in Simpson, Saskatchewan

SECTION 01 GENERAL PROVISION

1 GENERAL

1.1 CONTEXT

The Last Mountain Lake National Wildlife Area (NWA) and Migratory Bird Sanctuary (MBS) is a large area for grasslands and wetlands protected for the benefit of migratory birds and wildlife. Originally designated in 1887, the MBS was augmented in 1987 with the NWA lands surrounding it. When acquiring the NWA, many of the existing municipal road allowances, including constructed roads, were also transferred to Environment Canada. Thus the maintenance and repair of these roads became the responsibility of Environment Canada (EC) – Canadian Wildlife Services (CWS). The roads are important for access to the site by both EC-CWS staff, local permit holders and contractors, and the general public who visit this site to enjoy wildlife, and migratory birds.

EC is seeking a Contractor to provide all manpower, equipment, tools, material, transportation and supervision necessary to maintain gravel roads and remove excess snow at Last Mountain Lake National Wildlife Area and Migratory Bird Sanctuary located in Simpson, Saskatchewan.

The duration of the contract is two (2) years from the contract award date, with the option to extend the term of the contract for a maximum of three (3) additional periods of one year each, based on the same conditions.

1.2 SITE ACCESS

The terms of access to the site will be set out by EC's technical authority.

1.3 PRODUCT AND IMPLEMENTATION REQUIREMENTS

As regards the implementation details not mentioned in the statement of work, carry out work in accordance with good practice (recognized best practices) and to the full satisfaction of EC's technical authority. If need be, submit proposals to the technical authority for approval before work begins.

Perform the work in accordance with the standards and codes in force in Saskatchewan.

1.4 CONTRACTOR'S RESPONSIBILITY

Assume responsibility for any accident or damage caused by its staff or its equipment to government property or to any individual found on-site. The Contractor shall repair the damages at its own expense to the satisfaction of the technical authority.

Assume responsibility for the safety of its staff and for occupational health and safety stemming from the work that the Contractor is carrying out.

Assume full responsibility for the security of its equipment and materials at all times. Environment Canada shall not be held responsible for damage, vandalism, theft or loss.

Verify, upon request, what work and what quantity of work must be done. This verification can be performed by telephone or on-site; the Contractor shall bear the cost.

1.5 AVAILABILITY AND DEADLINES

Work shall normally be carried out between Monday and Friday during daylight hours.

Emergency call-outs on weekends and on statutory holidays may be required

I. Communication:

Contractor can be reached by telephone and fax, without delay, during normal business hours, Monday to Friday, with the exception of holidays.

Contractor can be reached by telephone outside of normal business hours in the evening and on weekends and holidays.

II. Response time:

Unless an implementation schedule is established by the technical authority, start work no later than three (3) business day after the request.

If the technical authority deems it an emergency work, start work no later than one (1) days after the request. If an Emergency Work Order Demand is received, the Contractor shall go to the site, secure the site so that the occupants and public are safe, and repair or protect the contract materials from sustaining any further damage. Once the materials are secured, the Contractor shall submit, no later than the following business day, a detailed estimate of the cost of full repairs and equipment reconditioning.

Notify the technical authority in writing of the deadlines set by the supplier.

III. Work schedule:

Carry out the work without interruption, unless otherwise stipulated by the technical authority. Notification of any interruptions requested by the technical authority shall be submitted in writing either in the work order or in a document faxed or emailed at a later date.

1.6 INSPECTION AND CONTROL

Submit all work for inspection and acceptance by the technical authority and be at the technical authority's disposal during the inspection of the work.

1.7 CLEANING

During work, keep the work site clean and free of trash and debris. Debris accumulation on work sites is unacceptable.

After each shift, leave the work site clean and free of trash, debris, materials, tools and equipment. Make sure the cleaning is done to the technical authority 's satisfaction.

Empty the waste off federal property, respecting all federal, provincial and municipal environmental protection regulations. Waste also includes demolition materials not saved by the federal government. For toxic products and water containing suspended solids, obtain approval for disposal from the departmental representative.

For waste requiring disposal, the Contractor is responsible for finding a site where dumping is authorized and paying any fees required by the site's owner.

Job sites must always be marked off.

2. SAFETY REQUIREMENTS

2.1 SAFETY STANDARDS

The Contractor must comply with all safety measures relating to risk of fire or accident and other measures recommended pursuant to national and provincial codes and prescribed by authorities with jurisdiction over work materials, methods and practices.

The work must be carried out in compliance with all applicable laws dealing with occupational health and safety measures. The contractor and it's employee must observe all security regulations and procedures applicable to the work site.

SECTION 02 PERFORMANCE OF WORK

1.1 GENERAL DESCRIPTION OF WORK

The contractor must provide all labor, equipment, supplies, tools, material, transportation and supervision necessary to maintain gravel roads for the Last Mountain Lake National Wildlife Area and Migratory Bird Sanctuary.

Gravel roads must be maintained smooth, free of washboarding and potholes, with sufficient gravel of the appropriate size, and properly shaped to shed water and snow.

The roads to be maintained within the LML NWA are shown on the attached map (ANNEX A1). There are 9.5 miles (15.3km) of roads for grading on a regular schedule, on average every 3 weeks, and 7.7 miles (12.3km) for grading up to 2 times per year as required.

This contract will be for 2 years from surface thaw of the gravel roads (approximately 3rd week of April) until freezeup of the roads (approximately third week of October).

1.2 ROAD MAINTENANCE DETAILS

The roads to be maintained within the LML NWA are shown on the attached map (ANNEX A1). The red lines indicate roads totaling 9.5 miles (15.3km) for grading on a regular schedule, on average every 3 weeks. The yellow lines indicate 7.7 miles (12.3km) for grading up to 2X /year as required.

Road maintenance includes:

- a. Grading of road;

- b. Shaping and crowning of road;
- c. Supply material such as crush, sand etc. for road maintenance;
- d. Compacting or rolling;
- e. Snow removal, plowing & sanding.

Graded surfaces will be smooth and will provide for free drainage with crown in, having no super elevations and no loose material which will not readily be compacted by vehicle traffic.

Re-shaping will extend from the crown to the shoulder and ditches. The road material used to fill if requested will be surface quality material with a maximum particle size of 25 mm (1 inch).

The surface crown will be established such that there will be a 4 cm rise for every one meter of road width.

Shoulders will be lower and graded at a slightly steeper cross-slope to provide positive drainage toward the ditch.

Windrows shall not be left by end of grading road operation.

Detailed methods for grading:

- a) Grading shall be performed on request depending on the surface conditions
- b) Normal grading (remove pot holes, rutting, ponding, wash boarding and loss of road surface material.)
- c) The first passes will pull all easily loosened surface material across the surface and the cut will be sufficient to ensure that the grader blade is full.
- d) The windrows will be bladed back across the surface such that the crown is maintained in accordance with section 2.4 and leaving no windrows after the final pass.
- e) Any rocks or boulders exceeding 80mm will be moved off the surface if loosened or deposited by the grader.
- f) Re-shaping (raveling, no crown or super elevation) will be completed. Re-shaping requires a deeper cut than normal grading in order to obtain surface crown, in accordance with section 2.4.
- g) If re-graveling a road, the "old" road surface will be crowned prior to any new gravel placement.
- h) Whenever the surface conditions allow it, the first pass will be made along the ditch line, redefining the ditch and pulling up any loose gravel from the fill slopes.
- i) As re-shaping requires cutting down into the road base, sufficient moisture will exist to ensure the fines and binder material are not lost or blow away when brought to the surface, and also to provide for sufficient compaction of the re-spread gravel.

- j) The grader will properly crown or super-elevate the surface if on a curve, when re-spreading the gravel back across the surface
- k) All surface gravel should contain more “fines” and meet the following gradation:

Sieve Size % Passing by Weight

3/4” 95 - 100%

½” 30-65%

#200 7-12%

1.3 SNOW GRADING

Snow grading, is only necessary upon request, and does not occur every year. Either heavy snowfall and extensive drifting, or freezing rain resulting in a layer of ice on the road surface, would be cause for a request for grading in the winter.

1.4 SCHEDULE AND RESPONSE TIME

The general schedule for grading of the roads is approximately every 2 weeks beginning mid-April or when the roads have been clear of snow and ice for a week. After June 1, grading should be completed approximately every 3 weeks, preferably immediately after a rain so that the road materials are easier to mobilize. The last grading should be completed approximately November 20, although if the fall weather is wet and/or freeze-up does not occur in late October, another grading may be required after that.

2. EQUIPMENT, TOOLS AND MATERIALS

- The Contractor must provide all instruments, tools, equipment (or parts), supplies and materials required to perform the work covered under the contract.
- Equipment is further defined as but not limited to: Grader, Roller, Excavator, Plow, or other equipment as required.
- .
- Any material, supplies used without found to be non-compliant by the technical authority must be replaced within eight (8) days at the Contractor's expense.
- Unless otherwise specified, materials must comply with the manufacturers latest printed instruction for installation methods.
- All materials supplied by the Contractor must be free of toxic substances.
- The Contractor is responsible for delivery of all materials to the site.
- The Contractor shall on request furnish a complete written statement of the origin, composition and/or manufacture of any of all materials supplied by him for use. He/she may be required to provide samples of materials from existing stock for the purpose of testing.
- All hazardous materials, chemicals, etc, are to be stored and handled in such a manner as to prevent danger to federal employees or members of the Public.

- All materials and chemicals are to be labeled in accordance with the Workplace Hazardous Materials Information System (WHMIS).

3. FOREMAN

The Contractor must provide a Foreman (supervisor), with the authority to receive, any work request, or communication on respect to the contract. The Foreman must be equipped with a pager or similar communication devise, to be easily accessible.

The Contractor is responsible for coordinating all on-site work through its foreman. The foremen will co-ordinate operations in accordance with and to the satisfaction of the technical authority.

Should unforeseen circumstances arise at the site during performance of the work, this foreman is to advise the departmental representative with a view to agreeing on a new estimate and adjusting the subsequent purchase order as a result.

4. WORKMANSHIP

Contractor must provide supervision and all the labor needed to ensure that schedule of work are completed in accordance with the work requested.

All individuals performing work, whether work pursuant to these terms of reference or related thereto, must have the required qualification for the trade in question. They must also possess appropriate expertise to perform the work required.

5. QUALITY OF WORK

The work is to be performed according to professional standards (recognized best practices). If, at the time of inspection, the technical authority observes any work [MCB1] to be non-compliant, the Contractor is to carry out all necessary rework at its own cost within a period of 48 hours.

The Contractor must have at hand all specialized equipment and skilled workers required to complete all work on its own. The technical authority reserves the right to charge to the Contractor any labour or material costs incurred by Environment Canada while assisting the Contractor in performing the work.

6 PROTECTION AND PREVENTION

Maintenance and repair work must be performed in a manner so as to not disrupt normal operations on sites and scheduled to minimize any inconvenience to site users. The Contractor is to schedule maintenance and repair services in consultation with technical authority to ensure that all provisions made are acceptable to the latter.

The Contractor must also take all necessary safety measures and precautions in accordance with current safety standards to protect persons and property from any accident or damage during the provision of maintenance or repair services.

7. COOPERATION

The Contractor is to cooperate with the Department's other contractors and/or employees.

The Contractor is to make all necessary arrangements with the technical authority prior to starting the work.

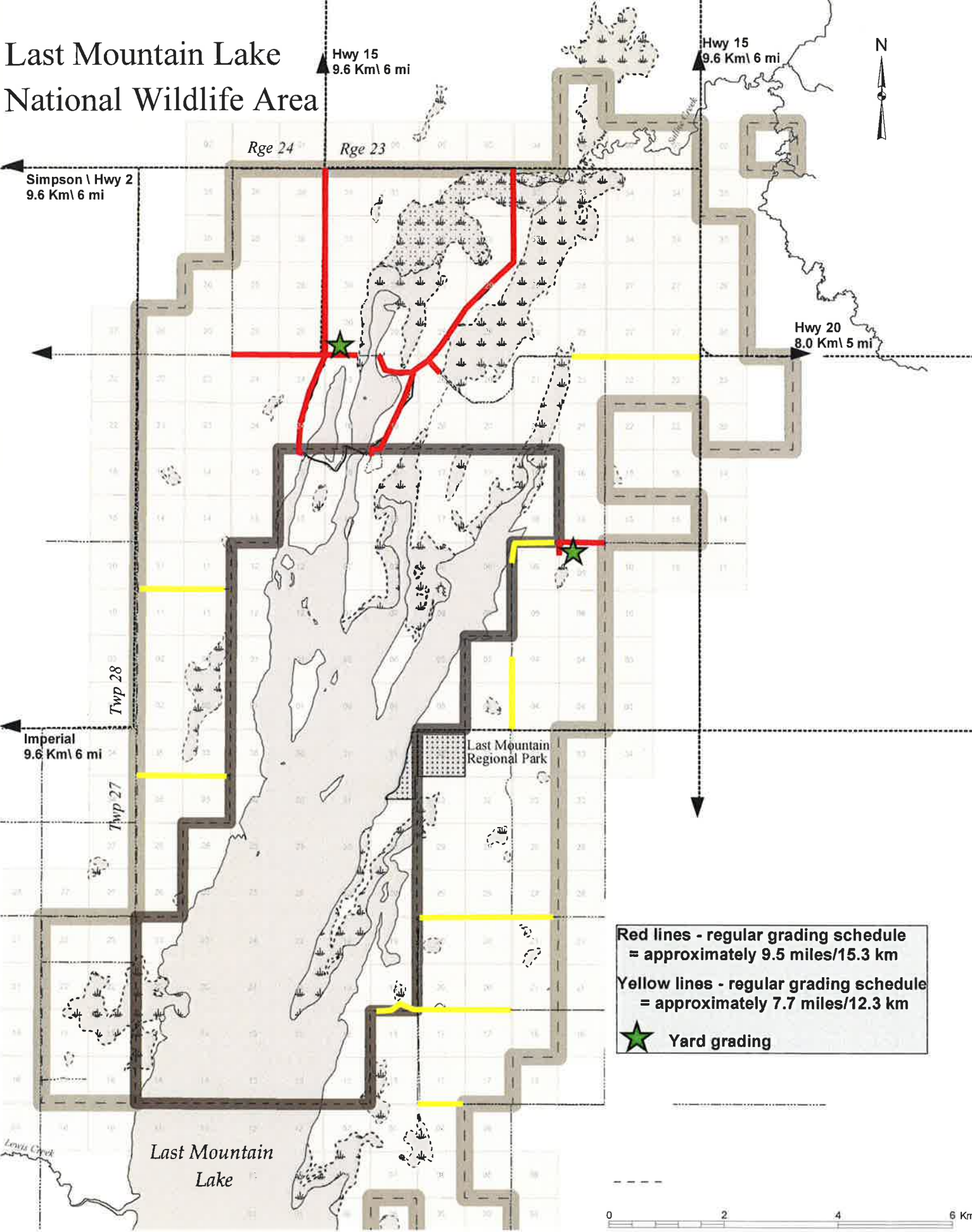
The Contractor shall advise the technical authority upon arriving at the site, leaving the site during the work for any reason and leaving the site at the end of the work.

ANNEXA1
LAST MOUNTAIN LAKE NATIONAL WILDLIFE AREA

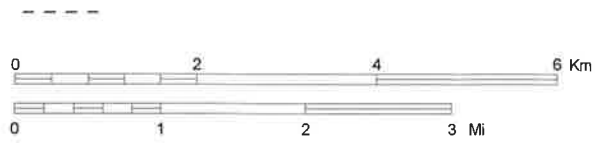
**Map of Environment Canada's Last Mountain Lake National Wildlife Area
situated in Simpson, Saskatchewan**

Red lines represent regular grading schedule (approximately 9.5 miles / 15.3 km)
Yellow lines represent regular grading schedule (approximately 7.7 miles / 12.3 km)
Green Star represents the Yard Grading

Last Mountain Lake National Wildlife Area



Red lines - regular grading schedule
 = approximately 9.5 miles/15.3 km
Yellow lines - regular grading schedule
 = approximately 7.7 miles/12.3 km
★ Yard grading



ANNEX B INSURANCE REQUIREMENTS

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.

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.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.