



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Saint John Coast Guard Base Snow Clearing and Ice Control		<b>Date</b> October 21, 2015
<b>Solicitation No. – N° de l'invitation</b> F5211-150321		
<b>Client Reference No. - No. De Référence du Client</b> F5513-150102		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00pm (Atlantic Time)/ (heure de l'Atlantique) <b>On / le :</b> November 10, 2015		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> David LaForge <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3 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 FPSs, 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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or



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 FPSs 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.



## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

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.

## 2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canadian Coast Guard Base, 5 Ward Street, Saint John NB, on **November 2, 2015**. The site visit will begin at 12:00 p.m. ADT, please meet at the Commissionaires desk. Late arrivals will be accepted but will join visit in progress.

Bidders will be required to sign an attendance sheet. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

**Make arrangements with Leo Lohnes (902-483-1447) prior to site visit.**



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their electronic bid as follows:

**Section I:      Technical Bid  
                     Financial Bid  
                     Certifications**

**Proposals are to be submitted in soft copy (pdf.) format to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)**

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](#).

#### **Section I:**

##### **Technical Bid**

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

##### **Financial Bid**

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

##### **Certifications**

Bidders must submit the certifications required under Part 5.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see **Annex "D"** for details.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection**

SACC Manual Clause [A0031T](#) (2010-08-16), Mandatory Technical Criteria





## 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.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### 5.1.2 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_



- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

---

Signature

---

Print Name of Signatory



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1 Security Requirements

- 1.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
  3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
  4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
  5. The Contractor/Offeror must comply with the provisions of the:
    - a. Security Requirements Check List and security guide (if applicable), attached at **Annex "C"**;
    - b. Industrial Security Manual (Latest Edition).
- 1.1.1 To confirm your Security Status you must contact the Regional Security Officer at the Department of Fisheries and Oceans at [jody.lohnes@dfo-mpo.gc.ca](mailto:jody.lohnes@dfo-mpo.gc.ca) or at 902-426-6496.
- 1.1.2 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached at **Annex "F"**, providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

### 2 Statement of Work

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

### 3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.



### 3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of F5211-150321 referenced above is amended as follows:

Delete section 27 in its entirety.

## 4 Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from Contract award, 2015 to October 31, 2016.

### 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 one (1) additional one (1) year period 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 before the expiry of the contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5 Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David LaForge  
Department: Fisheries and Oceans Canada  
Address: 301 Bishop Drive  
Fredericton, New Brunswick  
Telephone: 506-452-2486  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_



Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
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**

- 7.1.1 Her Majesty shall pay to the Contractor for the satisfactory performance of the agreed to services in accordance with the payment provisions in the Basis of Payment – Method of Payment (Annex “B”)
- 7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

**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 - 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.

## **8 Invoicing Instructions**

**8.1** Payments will be made provided that:

8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

8.1.2 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;

## **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 the province or territory where the goods and/or services are to be rendered.

## 11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2015-07-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Evaluation Criteria
- (g) Annex E, Equipment List
- (h) Annex F, Personnel Identification Form (PIF)

## 12 Procurement Ombudsman

12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## 13 Insurance

### Specific Requirements [G1001C](#) (2013-11-06)

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.





## ANNEX "A" STATEMENT OF WORK

**Project Name** : Saint John Coast Guard Base Snow Clearing and Ice Control

**Location of proposed project:** Saint John Coast Guard base  
5 Ward St. Saint John, NB

### **Description of Work:**

- A. Furnish all necessary labour, supervision, material and equipment to remove snow and ice from all areas indicated by department representative during site visit. (See attached site plan [Figure 1 – CCB Saint John Site Plan] for all areas to be included, department representative will indicate which areas are priorities to be cleared first and also which areas may not need to be cleared at all times)
- B. This will include supplying and spreading salt (or a mixture of sand and salt, or ice melt) to prevent slippery conditions.
- C. Remove snow in required auxiliary areas Note that the sidewalk between the base entrance and Water street is raised and may require equipment other than a truck to clear.
- D. Partial ice control is required with full removal of snow (i.e. partial ice control includes regular salt application after or during snow removal.)
- E. Full flood de-icing and salting operations shall be provided when conditions require (i.e. weather conditions that create icy conditions rather than snow accumulation) or when deemed necessary by a department representative.
- F. A calcium based ice melt must be used on designated Helicopter landing area and roadway between the landing pad and hangar as well as on the sidewalk leading to the base from Water Street.
- G. Snow may have to be trucked away and dumped in an approved location, under the direction of the Departmental Representative. **Snow cannot be left to pile up around the wharf edge and especially the helicopter pad as this will impede base operations.**

### **Timing:**

- A. **Contractor shall be responsible to monitor the site and provide regular inspections of the premises to ensure that snow removal and de-icing activities are undertaken when required in timely manner and to prevent the formation of hazardous snow or ice conditions.**
- B. **At minimum, snow clearing operations should commence when or before 4.0 cm of snow has accumulated, when drifting necessitates such action and/or when deemed necessary by a Departmental Representative.**
- C. The Contractor shall be available to provide 24 hour service during regular working days, weekends, and all holidays. (required snow clearing area may be reduced outside weekdays 7AM to 5PM and on holidays)
- D. Additional ice control and salting operations shall be provided when conditions are deemed necessary by department representative.

### **Premises:**

- A. The attached drawing (figure 1 – CCB Saint John Site Plan) of the area to be cleared indicates the total area of the space including significantly more space than will actually require snow clearing. (much of the space is occupied by equipment and will not need to be cleared regularly)

### **Contractor Responsibilities:**

- A. The Contractor shall maintain and provide DFO with current phone (mobile and/or landline), fax and pager numbers to **be able to provide response to requests** for service from the local Departmental Representative on a **twenty-four (24) hour, seven (7) day per week basis.**
- B. The Contractor shall be available to provide 24 hour service during regular working days, weekends, and all holidays. (required snow clearing area may be reduced outside weekdays 7AM to 5PM and on holidays)



- C. The Contractor is responsible for the immediate removal of snow and ice to ensure the safety of the public and the unhindered flow of vehicular traffic. This shall include all entrances, doorways and roadways as specified by departmental representative.

**Operational:**

- A. Execute work with least possible interference or disturbance to occupants, public and the normal use of premises. Make arrangements with the Department representative to facilitate execution of the work stated.
- B. Maintain existing services to buildings and provide means for personal and vehicle access.
- C. When snow is being cleared during a snowfall for the purpose of maintaining access, snow may be stockpiled until after the snowfall has subsided, but must be removed when snowfall has ended (no large piles may be left where they hinder operations)
- D. Manual shovelling will only be done where motorized equipment cannot be operated

**Operators:**

All equipment operators shall be qualified and experienced with the equipment being operated and licensed by the authority having jurisdiction.

The contractor will provide the Departmental Representative with a list of all people working on the premises, complete with copy of the licenses, where applicable and the contractor will update the list immediately when personnel changes.

**Environmental:**

All work is to be performed in accordance with Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.

**Damage:**

- A. The Contractor shall be responsible for any damage incurred during the execution of the work of this contract, and shall at no expense to the Department, repair damage to the satisfaction of the Department.
- B. Damage to curbs, fencing, lawn areas, etc. shall be repaired in the spring, during the month of April.
- C. Damage which affects the building services; i.e., hydrants, valve boxes, etc. shall be repaired immediately.

**SEQUENCE OF WORK**

**This is the sequence of the way the snow/ice should be removed in order of importance.**

1. The first priority is the roadway through the gate and the area around the employee parking spaces.
2. The next is the walkways leading to and entrances into the Administration building and the shops building.
3. All remaining areas as required.

**Equipment:**

- A. All heavy equipment shall be adequately equipped with flashing beacon, front and rear lights.
- B. All equipment shall be licensed by the authority having jurisdiction for the service for which it is used.
- C. All equipment will be in good repair and provide safe operation.
- D. Equipment will not be left running unattended.
- E. Equipment with a fuel capacity exceeding ten (10) litres shall not refill on site.
- F. Rubber tired power equipment only shall be used for snow clearing operations on areas of work.



## **Potential Hazards List**

**Contractor/Operator should be aware of the following Potential Hazards while visiting/operating equipment on Saint John Coast Guard Base.**

- **There is danger of working on slippery surfaces and poor visibility due to high winds, etc.**
- **There may be heavy equipment on site (mobile cranes, tractors, excavators, backhoes, forklifts, vehicular traffic, such as cars, various sizes delivery trucks from small delivery vans to semi-tractor trailers. In addition to various other contractor equipment working / servicing ships, etc.)**
- **There is an active helicopter landing area on site, stay well clear when helicopter is operating.**
- **There is danger in the wharf areas of driving/ falling into the harbour.**
- **There is danger working around various structures around the Base, such as fire hydrants, large navigational buoys, various sizes of boats/barges and other equipment on the Base.**
- **There is danger of hitting light poles and ships electrical service mounts.**
- **There are fuel tanks and various large metal drums around the yard areas.**

**There may be significant pedestrian traffic on the Base throughout the day.**



**ANNEX "B" BASIS OF PAYMENT**

**UNIT PRICE TABLE**

Contractor agrees that the following table contains the unit prices referred to herein:

Pricing for **Saint John Coast Guard Base**: 2015-16

Item	Class of Labour	Unit of Measure	Estimated Quantity	Price / Unit	Total
1	Full Removal of snow and partial ice control Saint John Coast Guard Base area	Per cm	200	\$ _____	\$ _____
2	Flood coating of ice control mixture over Saint John Coast Guard Base entire area	Per occasion	20	\$ _____	\$ _____
3	Extra snow removal by request.	Per 500m <sup>2</sup>	10	\$ _____	\$ _____
4	Extra ice control by request	Per 500m <sup>2</sup>	10	\$ _____	\$ _____
<b>Total Estimate Amount for 2015-16</b>					\$ _____

Option Year 1: 2016-17

Item	Class of Labour	Unit of Measure	Estimated Quantity	Price / Unit	Total
1	Full Removal of snow and partial ice control Saint John Coast Guard Base area	Per cm	200	\$ _____	\$ _____
2	Flood coating of ice control mixture over Saint John Coast Guard Base entire area	Per occasion	20	\$ _____	\$ _____
3	Extra snow removal by request.	Per 500m <sup>2</sup>	10	\$ _____	\$ _____
4	Extra ice control by request	Per 500m <sup>2</sup>	10	\$ _____	\$ _____
<b>Total Estimate Amount for 2016-17</b>					\$ _____

Note: The estimated quantity entered in Column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

(Annual average snowfall is approximately 250cm, with monthly averages of 50-60cm December to March)

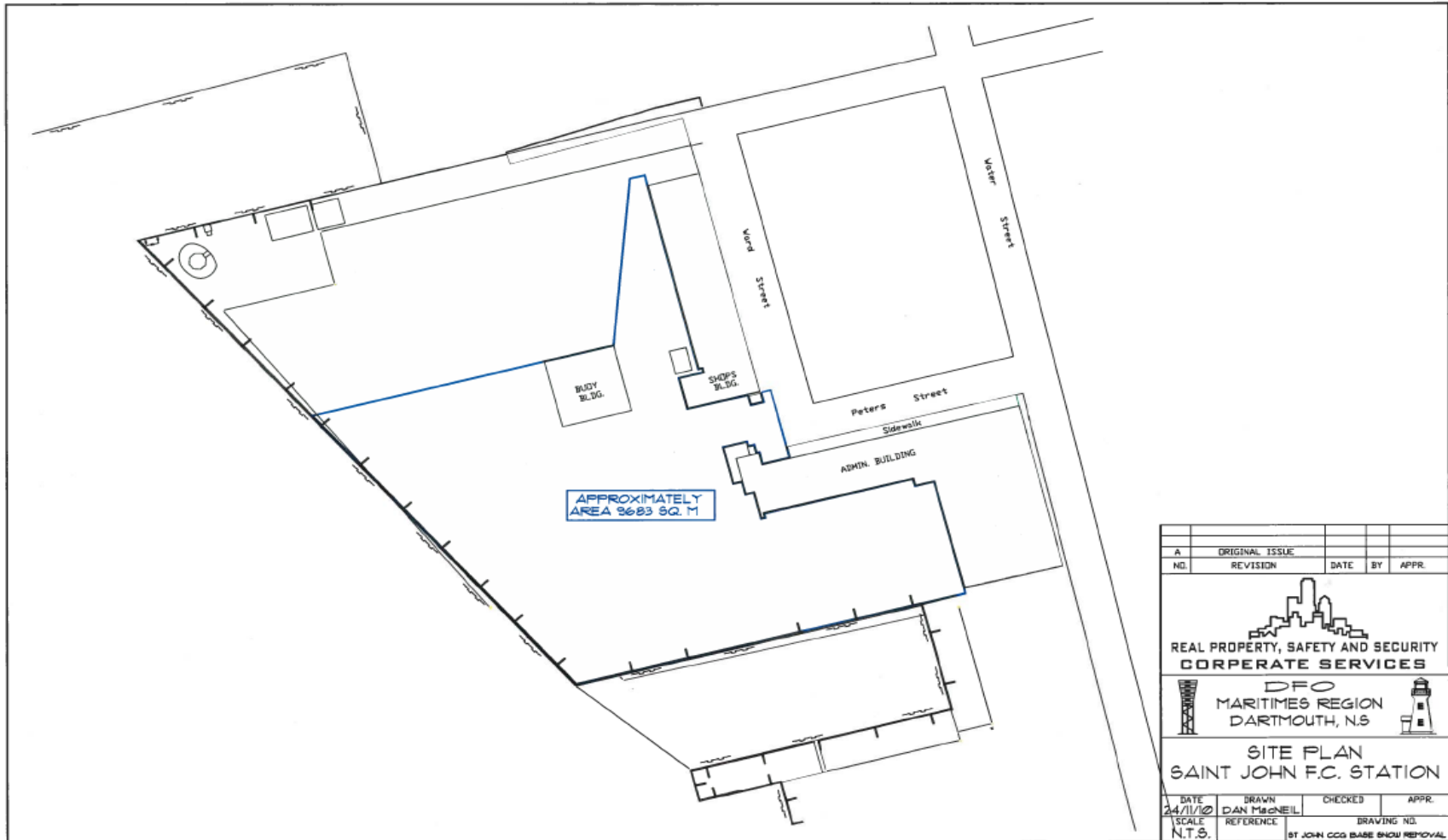


**Method of Payment:**

- A. Payment for snow and ice removal will be invoiced monthly with payment amounts determined by the Environment Canada reported snowfall for that month and the rate quoted in the Unit Price Table.
- B. Additional amounts for ice control and client requested extra snow and ice clearing will also be detailed on each invoice and charged at the rates indicated in the Unit Price Table.
- C. The contractor must keep a logbook detailing all snow removal and ice control activities. This logbook must be available to the Departmental Representative when invoices are submitted.
- D. The monthly Environment Canada Weather Office Snowfall summary (meteorological summary) report for the Saint John area to be provided with the invoice.
- E. No payment allowed for any equipment that has broken down during clearing operations including the operator's time. Payment for work completed prior to breakdown will be compensated.
- F. Any supervision or addition operating equipment required must be included as part of the price in the unit price table.



Figure 1 – CCB Saint John Site Plan





## ANNEX "C" – INSURANCE CONDITIONS

### 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.



**ANNEX "D" EVALUATION CRITERIA**

**Mandatory evaluation criteria:**

Offers must meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these requirements will be given no further consideration.

		For Evaluation purposes only	
	Requirement	Proposal Page No.	Meets Criteria (✓)
<b>M1</b>	Mandatory Site Visit – see details in Bidder’s Instructions		
<b>M2</b>	Provide proof that bidder has an account in good standing with Provincial Workers Compensation Board/Commission.		
<b>M3</b>	Provide a copy of the company’s safety plan for this contract.		
<b>M4</b>	Provide a list of equipment that will be used. This list will include a description of the equipment such as year, model and size/capacity. Equipment may be subject to inspection and approval prior to award of contract.		
<b>M5</b>	The proposed resource must hold a valid RELIABILITY Status granted by the Canadian and International Industrial Security Directorate (CISSD) of Public Work and Government Services Canada (PWGSC) at the time of bid closing.  <i>Please complete the attached Personnel Identification Form – see Annex “F”</i>		

**BASIS OF SELECTION:**

The compliant bidder with the lowest price may be recommended for contract award.





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### ANNEX "E" EQUIPMENT LIST

**List of Equipment:**

The contractor must provide a list of equipment proposed for use in this contract

Description	Make /Model	Year	Condition/Comments



**ANNEX "F" PERSONNEL IDENTIFICATION FORM (PIF)**

**DEPARTMENT OF FISHERIES AND OCEANS CANADA**

**Contract / file number:** F5211-150321

**PROJECT TITLE:** Saint John Coast Guard Base Snow Clearing and Ice Control

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory (Bidder) :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

**For Use at Fisheries and Oceans Canada  
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_

**Date:** \_\_\_\_\_