



Return Bids to :

NRCAN.quebec_bid_soumission-quebec_bid_soumission.RNCAN@canada.ca

Request for Proposal (RFP)

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Comments – Commentaires

Issuing Office

Natural Resources Canada
1055 du PEPS, C.P. 10380
Quebec, QC
G1V 4C7

Title – Sujet Snow Removal and Groundskeeping – CanmetEnergy - Varennes	
Solicitation No. – No de l'invitation RNCAN- 5000025589	Date September 16, 2016
Requisition Reference No. - N° de la demande 133822	
Solicitation Closes – L'invitation prend fin at 02:00 PM EST on October 26, 2016	
Address Enquiries to: - Adresse toutes questions à: france.bolduc@canada.ca	
Telephone No. – No de telephone 418 648-5043	Fax No. – No. de Fax
<i>If marked "X" please see the box to the left</i> <input checked="" type="checkbox"/> Acknowledgement copy required <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i> Accusé de réception requis	
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada Canmet ENERGY 1615 Blvd. Lionel-Boulet Varennes, QC J3X 1S6	
Security – Sécurité There is no security requirement applicable to this request.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY 4

1.3 DEBRIEFINGS 4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 5

2.2 SUBMISSION OF BIDS 5

2.3 ENQUIRIES - BID SOLICITATION 6

2.4 APPLICABLE LAWS 6

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD 6

2.6 MANDATORY SITE VISIT 6

PART 3 - BID PREPARATION INSTRUCTIONS..... 7

3.1 BID PREPARATION INSTRUCTIONS..... 7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 8

4.1 EVALUATION PROCEDURES..... 8

4.2 BASIS OF SELECTION 8

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 9

5.1 CERTIFICATIONS REQUIRED WITH THE BID 9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 9

PART 6 – SECURITY REQUIREMENTS..... 14

PART 7 - RESULTING CONTRACT CLAUSES 15

7.1 STATEMENT OF WORK 15

7.2 STANDARD CLAUSES AND CONDITIONS 15

7.3 DISPUTE RESOLUTION 15

7.4 SECURITY REQUIREMENTS 16

7.5 TERM OF CONTRACT 16

7.6 AUTHORITIES 16

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 17

7.8 PAYMENT 17

7.9 INVOICING INSTRUCTIONS 19

7.10 CERTIFICATIONS 19

7.11 APPLICABLE LAWS 19

7.12 PRIORITY OF DOCUMENTS 19

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)..... 20

7.14 INSURANCE 20

7.15 CONTRACT ADMINISTRATION 20

ANNEX A - STATEMENT OF WORK 21

ANNEX B - BASIS OF PAYMENT 27

ANNEX C - INSURANCE REQUIREMENTS..... 28

APPENDIX 1 – EVALUATION CRITERIA..... 29

APPENDIX 2 - FINANCIAL PROPOSAL FORM 33



This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs).

To the extent possible, these Articles are written as they will appear in any future RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Model Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment and the Insurance Requirements.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, NRCAN is seeking proposals from bidders for the snow removal and groundskeeping services for the office of CanmetEnergy located at 1615 Boulevard Lionel-Boulet at Varennes. The contract is for snow removal season 2016-2017 and groundskeeping season 2017 with the option to extend 2 others years.

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

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.



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.

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](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCAN”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
Delete: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCAN.quebec_bid_soumission-quebec_bid_soumission.RNCAN@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

RNCAN-5000025589 - Snow Removal and Groundskeeping – CanmetEnergy - Varennes

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

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

NRCAN will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCAN’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCAN reserves the right to reject any proposal not complying with these instructions.



2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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:

1615 Lionel-Boulet Blvd., Varennes

October 5, 2016 at 1:00pm

Please report to the reception upon arrival

Bidders must communicate with the Contracting Authority no later than forty-eight (48) hours prior to the visit **to confirm attendance** and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. 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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file

Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2. The total amount of Applicable Taxes must be shown separately.

Section III: 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of sixty percent (60%) overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will 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 as part of their bid.

5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:



Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Status and Availability of Resources

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.

5.2.4 Education and Experience

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.

5.2.5 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:

- 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 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.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,



OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.

Signature of Authorized Representative

Date



PART 6 – SECURITY REQUIREMENTS

There is no security requirement applicable to this request.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010B](#) (2016-04-04), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCAN).

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to



participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The Work is to be performed during the period of November 1st 2016 to October 31st, 2017.

7.5.2 Option to Extend the Contract

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

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

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

France Bolduc
Procurement Specialiste
Natural Resources Canada
1055, du P.E.P.S., C.P. 10380
Quebec, QC G1V 4C7
418 648-5043
france.bolduc@canada.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.

7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:



Title:
Organization:
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.

7.6.3 Contractor's Representative

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

7.7 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.

7.8 Payment

7.8.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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.

7.8.2 Basis of Payment – Limitation of Expenditure

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

7.8.2.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount from 7.8.2*). 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.

7.8.3 Method of Payment - Progress Payments

For the snow removal services, Canada will make progress payments in accordance with the payment provisions of the Contract, once a month during five (5) months (November to March), for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

For groundskeeping service, Canada will make progress payments in accordance with the payment provisions of the Contract, once a month during seven (7) months (Avril to October), for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.



7.9 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCAN@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted.</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.10 Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

7.12 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) the general conditions [2010B](#) (2016-04-04) Professional Services - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____. (*insert date of bid*)



7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

7.14 Insurance

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.

7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

A) SNOW REMOVAL

1. GENERAL CONDITIONS OF CONTRACT

1.1 COMPANY QUALIFICATIONS

The company must own or have a long-term lease for machinery. The property and long-term lease must be accompanied by a registration certificate, which should be valid when the bid is placed and for the duration of the statement of work presented herein. [If copies of the registration certificate are not attached to the bid, the bidder should ensure to provide the copies within 48 hours before the contract is awarded.](#)

1.2 GENERAL REQUIREMENTS FOR MACHINERY

1.2.1 All machinery must be in perfect working condition. If the Department representative determines that the mechanical components or tires for any machinery are deficient or constitute safety or environmental hazards, the machinery should be repaired or replaced within four (4) hours.

1.2.2 Use only machinery that does not run the risk of damaging pavement or sidewalks. Do not use serrated blades.

1.3 COMPANY RESPONSIBILITIES

1.3.1 The company is responsible for all accidents and damage incurred by its staff to government property or to any individual on Department property.

1.3.2 The company assumes responsibility for all accidents or damage caused to Department property or to any individual on said property by its machinery if it is defective or left unattended.

1.3.3 The company assumes responsibility for the safety of its personnel.

1.3.4 The company must assume all responsibility for the safety of its machinery and equipment during and after working hours. *Canada* will not be held responsible for any vandalism, theft or loss of this property.

1.3.5 After spring melt, the company is responsible for repairing all damage caused by machinery during snow-removal operations.

- 1) using a rake, remove all gravel from grass or paved surfaces;
- 2) replace precast concrete bumpers where applicable;
- 3) repair grassy surfaces (unless they were designated as snow-removal areas);
- 4) repair all fences;
- 5) replace all posts that were unearthed and replace warped posts;
- 6) repair all other damage incurred to the government property, including asphalt and sidewalk curbs.



1.3.6 The contractor must assume all responsibility for inspecting areas for snow removal with the Department representative and file inspection reports before the winter season begins. All damage incurred or observed to the government property over the winter must be reported.

1.4 INITIAL MEETING

1.4.1 An initial meeting will be held as soon as a contract is awarded, and a second meeting, after the option is exercised.

1.4.2 The meeting breakdown will be as follows:

- 1) Read significant contractual clauses and overview the statement of work;
- 2) Exchange information and documents;
- 3) Inspect areas for snow removal with the Department representative;
- 4) Hear department representative's comments on specifics regarding snow-removal areas;
- 5) Discuss emergency-response protocol and numbers to call.

1.4.3 The contractor must provide the following at the meeting:

- 1) Name and phone # of the administrative person in charge.
- 2) Name and phone # of the person in charge of carrying out the work.

1.4.4 During the contract period, contact the Department representative directly in writing regarding any changes to the information provided.

2. SCOPE OF WORK

2.1 EXECUTION OF WORK

Snow must be manually removed from building entrances and outdoor passageways where there is heavy traffic, using shovels and sweepers. This work should only be carried out using mechanical brushes and snowblowers when there are heavy snowfalls that cannot be handled using manual snow- and ice-removal equipment. Removing snow quickly should help reduce the need for de-icing, certified anticlers that meet environmental standards are mandatory. During periods of extreme cold, sand should be used as an abrasive, and the application of de-icing agents discontinued. All unused de-icing agents should be stored with care in order to prevent chemical spills.

- 1) Provide and install posts or stakes to section off snow-removal lanes;
- 2) Clear all paved lanes and sidewalks using appropriate equipment for the physical environment;
- 3) Clear snow manually (shovel) from emergency accesses, steps, tank-access lanes and bike storage areas;
- 4) Spread sand, salt, gravel or other de-icing products according to the position and condition of slippery surfaces. This should only be done once mechanical and/or manual snow removal has been completed for the slippery area. The de-icing products applied should be ecologically-friendly and must not cause damage to the site;
- 5) Clean the areas where snow has been removed by May 15 for each year of the contract.



2.2 CONDITIONS OF SERVICES

- 1) The contractor must consult the site layout to familiarize him/herself with the area to be cleared and may refer to the Department representative for any other information that could be useful to carrying out these services;
- 2) All surfaces must be completely cleared of snow up to the doorways by 7 am in order to ensure safe access for site and building personnel;
- 3) The contractor should take action following accumulations of 5 cm of snow or more at all times, including weekends and holidays;
- 4) The contractor is responsible for snowblowing in the area indicated by the Department representative;
- 5) Accumulated snow that is piled on-site or near access areas must be removed within 48 hours of the beginning of snow-removal operations or in accordance with the Department representative's instructions;
- 6) Access to the site and building should at no time be delayed or set back.
- 7) The contractor is responsible at all times for spreading sand, gravel and other de-icing products on all slippery and dangerous surfaces. (S)he is responsible for supplying the sand, gravel or other product, and all de-icing agents used should be ecologically-friendly and must not damage the site in any way. Where applicable, the contractor should also remove surplus de-icing products from entranceways once the surface is safe to use, and no de-icing products should be left to accumulate in the main entrance during periods without snowfalls.
- 8) Three clean and reasonably-sized bins (20-50 litre) containing de-icing products should be left at the Department's disposal, according to instructions from the Department representative;
- 9) During snowfalls, snow-removal operations should continue throughout the storm so as to maintain access to the building at all times;
- 10) The contractor will be responsible for keeping entranceways that lead to public paths accessible at all times, even during snowfalls and when entranceways are blocked by the City's snow-removal operations;
- 11) The contractor will be responsible for all damage incurred to the building and all areas, including walls, curbs, posts, lampposts, etc.;
- 12) The contractor will inform the Department representative within 48 hours of any damage incurred to the facility (lampposts, moorings, parking-lot curbs, pavement, the building, etc.);
- 13) The contractor is responsible for cutting and leveling all bumps, lurches and holes that form after the accumulation of snow and ice;
- 14) Before the contract or any eventual options are set, the contractor should inspect the site with the Department representative (see paragraph 1.4);
- 15) On May 15 of each year of the contract, the contractor must clear paths where snow has been cleared and remove any sand debris. All stakes used to section off parking spaces should also be removed, without exception.



B) GROUNSKEEPING

SCOOP OF WORK

This estimate for the provision of labor, goods, materials and equipment necessary for the maintenance of landscaping and trees to the CANMET Energy Center of Science and Energy Technology located at 1615 Blvd. Lionel -Boulet Varennes, according to the guidelines outlined in this document.

LEGEND

Daily	D	Weekly	W	Annual	A
Semestrial	2A	On Demand	OD		

ITEMS	DUTIES	FREQUENCY (see legend at the beginning of the Annex)
General comments	1. The contractor must provide all machinery and equipment required for landscape management.	April 1 to October 31.
Surface area: 13,761 m ²	2. Protect shrubs and bushes with snow fencing and jutes, to be supplied by NRCAN.	
	3. The contractor is responsible for installing, removing and storing all snow fencing, as per manager's request.	
Execution	Dethatch and rake the grass in damaged areas and roll it in the spring	A – Month of May
	Seed and fertilize the grass in the spring and fall	2A –May and September
	Treat weeds with herbicide, twice per year (according to local environmental regulations and using products that are environmentally-friendly certified).	2A –May and September
	Spray trees, shrubs, etc. with insecticide, at the appropriate times of year (according to local environmental regulations and using products that are environmentally-friendly certified).	OD – May, June, July and August
	Mow the grass when the height exceeds 8.75 cm; never cut shorter than 3.75 cm	W or OD – May to October
	Trim the edge of the lawn, trim along fences, buildings, etc.	W – May to October



ITEMS	DUTIES	FREQUENCY (see legend at the beginning of the Annex)
	After each mow, the Contractor must rake and find an appropriate location, offsite, to dispose of the cut grass	W – May to October
	Maintain the flower beds, including providing flower plants and prune the shrubs	W+ - May to October
	Hedges should be trimmed as necessary. Cut the dead branches of trees and add stakes as required	OD – June and September
	Excavate a 5 cm-deep and 60 cm-wide band around trees as required by the manager	2A – May and August
	When leaves begin to fall, rake, collect and dispose of the dead leaves that blanket the lawn twice a week, on Monday and Thursday, or more often at the manager's request, until the leaves are gone or until the first snowfall.	OD – September and October
	In the wooded area, where there is no grass, new shoots should be removed at all times, leaving a 300 cm band at the edge of the lawn	W
	Trees must be pruned and dead branches cut away. Dead trees will be cut down and the stump will be removed to a depth of 15 cm, if required by the Department representative	OD – June and September
	The grass, shrubs, etc. will be sufficiently watered to ensure healthy growth	OD – May to October
	The landscaping (lawn), paved areas, yards and parking lots must be: a) free of all debris, and b) swept once a week, except for the lawn	D W

STORAGE SPACE

No storage is allowed on the site unless special permission is granted from the department.

MATERIALS

All products, materials, equipment and cleaning products are provided by the contractor (plants, shrubs, soil, mulch, fertilizer , tutors, protective covers , pesticides, etc.).



EQUIPMENT AND MACHINERY

The Contractor shall provide equipment and machinery in good condition, adapted to the work described in this document and that meets the safety standards required in accordance with health and safety regulations. The contractor must ensure that its staff maintains, uses and operates its equipment and machinery safely.

LABOR

The work will be performed by employees working for the contractor or its subcontractors. The contractor shall appoint a supervisor with the ability to act on his behalf. If the supervisor is not satisfactory, the representative of the Ministry may require his replacement.

This supervisor will have to be on site for the first visit of the contract and at each stage of the contract that requires a new intervention (new job, new hardware).

Work on the site will be under the supervision of an employee who will act as a contact for the representative of the Ministry.

The contractor must ensure that its staff is competent and able to work. He must also ensure that the staff is performing the work safely in accordance with applicable laws and has been trained to use the machinery and tools used.



ANNEX B - BASIS OF PAYMENT

(will be completed at contract award)



ANNEX C - INSURANCE REQUIREMENTS

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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents



APPENDIX 1 – EVALUATION CRITERIA

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. TECHNICAL CRITERIA

1.1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Company representative present for Mandatory site visit		
M2	The tenderer must be the owner or the long-term tenant of all the equipment being used to perform de contract and it must be in perfect condition for usage. By signing the submission (Page 1), the tenderer authenticates that he is the owner or the long-term tenant of all equipment used and authenticates that all equipment is in perfect condition.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	<p>Bidders must have completed at least one (1) contract similar in scope and in the same area as that required herein over the last five years as of the deadline for accepting tenders.</p> <p><u>Similar in scope means:</u> an experience entailing an institutional groundskeeping and snow-removal contract for a land with equal or larger surface area (13 761 m²), or with a monetary value of over \$50,000/year.</p> <p><u>Same area means:</u> Groundskeeping and snow removal services with duties equivalent to those mentioned in the statement of work in Appendix A.</p> <p>In order to demonstrate that their company possesses the required qualifications, bidders should provide at least the following information:</p> <ul style="list-style-type: none"> - The title of the contract; - A description of the groundskeeping and snow-removal services provided; - The name of the organization/client, including the name and phone number of the contact person; - The exact dates of the contract (month and year of the start and end/delivery). <p>→ If the information provided is deemed insufficient for fulfilling project requirements in terms of the above-mentioned criteria, the bid will be considered inadmissible.</p>		

1.2 POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by NRCAN to evaluate each proposal that has met all of the mandatory criteria.

Only proposals that meet or surpass the percentage points required for technical criteria, or 60% (**39/65 points**) of the total possible points, will be retained for further examination in view of a potential contract. Proposals that do not meet the minimum required percentage will be considered non-compliant.

Proposals will be evaluated based on the following criteria:

Requirement #	Technical Criteria Points	Maximum Points	TENDER PAGE #
1. Technical Proposal			
C1	<p>Quality of the Proposal</p> <p>The proposal will be rated for quality, and points will be attributed as follows:</p>	3	



	<ul style="list-style-type: none"> ▪ concision (1 point) ▪ ease of understanding (1 points) ▪ quality of spelling and grammar (1 point) 		
C2	<p>Understanding</p> <p>The bidder should clearly demonstrate that (s)he is aware of and will explicitly apply all health and safety requirements</p> <ul style="list-style-type: none"> - environment / land (5 points maximum) - protective gear for employees / staff (5 points maximum) - products / machinery (5 points maximum) <p><i>a. Excellent (5 points)</i> <i>b. Very Good (4 points)</i> <i>c. Good (3 points)</i> <i>d. Insufficient (2 points)</i> <i>e. Poor (1 point)</i> <i>f. Unacceptable (0 point)</i></p> <p>See the assessment scale at the end of this document.</p>	15	
C3	<p>Management Method</p> <p>The bidder should clearly describe the way in which (s)he proposes to ensure that the following criteria are appropriately managed: <i>(8 points for each)</i></p> <ul style="list-style-type: none"> - quality of services <i>(8 points max)</i> - use of adequate and ecologically-friendly products <i>(8 points max)</i> - meeting deadlines <i>(8 points max)</i> - supervising employees (with or without specific needs and/or limitations) <i>(8 points max)</i> <p><i>a. Excellent (8 points)</i> <i>b. Very Good (7 points)</i> <i>c. Good (5 points)</i> <i>d. Insufficient (4 points)</i> <i>e. Poor (2 points)</i> <i>f. Unacceptable (0 point)</i></p> <p>See the assessment scale at the end of this document.</p>	32	
C4	<p>Experience of Supervisor and/or Team Leader</p> <p>The bidder should summarize his or her experience as a supervisor and/or team leader and include a curriculum vitae.</p> <p><i>a. The supervisor/team leader has at least 10 years of experience supervising groundskeeping and snow removal (15 points)</i> <i>b. The supervisor/team leader has at least 5 years of experience supervising groundskeeping and snow removal (10 points)</i></p>	15	



	<p>c. The supervisor/team leader has at least one year of experience supervising groundskeeping and snow removal (5 points) d. The supervisor/team leader has less than one year of experience supervising groundskeeping and snow removal (0 points)</p> <p>*If the bidder proposes more than one resource, each resource shall be evaluated on 15 points. The total score will be averaged over 15 points</p>		
Total Points		65	

EVALUATION GRID	
Excellent	Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements.
Very good	Submitted information clearly indicates a full understanding of all rated criteria elements.
Good	Submitted information clearly indicates a full understanding of most of rated criteria, but not all.
Insufficient	Submitted information indicates some understanding of criteria outlined, but does not demonstrate a full understanding of all rated criteria.
Poor	Submitted information indicates that the tenderer has minimal understanding of the criteria outlined.
Unacceptable	Submitted information does not meet criteria.



APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. FIXED PRICE

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

A- SNOW REMOVAL SERVICE

DESCRIPTION	FIRM PRICE (taxes excluded)
Winter 2016-2017	_____ \$
OPTION – Year 1 Winter 2017-2018	_____ \$
OPTION – Year 2 Winter 2018-2019	_____ \$
A – Total Firm Price:	_____ \$

B- LANDSCAPE MAINTENANCE SERVICE

DESCRIPTION	FIRM PRICE (taxes excluded)
Season 2017	_____ \$
OPTION – Year 1 Season 2018	_____ \$
OPTION – Year 2 Season 2019	_____ \$
B – Total Firm Price:	_____ \$



2. Fixed Hourly Rates - Limitation of Expenditure (On Demand)

The firm hourly rates in this table are used to determine the services cost in case there is change in the fixed price's statement of work. Please note that the effort in the table below only consists as an estimated for evaluation.

The firm hourly rates offered by the bidder for the additional work should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

C- SNOW REMOVAL AND GROUNDSKEEPING ON DEMANDE

A	B	C	D (B x C)
DESCRIPTION	FIXED HOURLY RATES	ESTIMATED HOURS FOR EVALUATION	TOTAL COST (taxes excluded)
Snow removal Winter 2016-2017	\$ _____	20 h	\$ _____
Groundskeeping Season 2017	\$ _____	20 h	\$ _____
OPTION 1 Snow removal Winter 2017-2018	\$ _____	20 h	\$ _____
OPTION 1 Groundskeeping Season 2018	\$ _____	20 h	\$ _____
OPTION 2 Snow removal Winter 2018-2019	\$ _____	20 h	\$ _____
OPTION 2 Groundskeeping Season 2018	\$ _____	20 h	\$ _____
C – Total Cost – Additional Work on demand:			\$ _____

3. Bid Price

A - Total Firm Price – Snow removal	\$ _____
B - Total Firm Price – Groundskeeping	\$ _____
C – Total Cost - Additional Work on demand	\$ _____
A + B + C = Total Bid Price for Evaluation Purposes (taxes excluded) :	\$ _____