



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada <i>Mitchel.easey@canada.ca</i></p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Snow removal services</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000031093</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-09-08</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) 2017-10-13 at – à 2:00 P.M.</p>	<p>Time Zone – Fuseau horaire <i>EDT</i></p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Mitchel Easey</p>	
	<p>Telephone No. – N° de téléphone 819 938 3816</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) September 31, 2019</p>	
	<p>Destination of Services / Destination des services</p> <p>Environment and Climate Change Canada 335 River Rd Ottawa, ON</p>	
	<p>Security / Sécurité <i>There is no security requirement.</i></p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefing

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
Certifications Required with the Bid

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

List of Attachments:

Attachment 1 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria

PART 7 - RESULTING CONTRACT

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Applicable Laws
10. Priority of Documents

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Attachments include Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Schedule of Milestones, and any other annexes.

2. Summary

2.1 Environment Canada has a requirement as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to September 31st, 2019 with possibility of an additional three (3) one (1) year extensions.

2.2 The Contractor shall be escorted while at the Environment Canada. Should circumstances arise whereby the Contractor will be unescorted then the Contractor shall comply with DOE and GOC security policy noted below. The Contractor shall be responsible for obtaining and completing any and all needed application for a Reliability Status through the Canadian and Industrial Security Directorate (CIISD), Public Works and Government Services Canada. The Contractor shall be responsible for any expenses incurred.

1. The Contractor must at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) at the level of RELIABILITY STATUS, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to 335 River Road must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2017-04-27).

- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 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).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

2. Submission of Bids

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

2.1 Deleted

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **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.

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid 1 electronic copy in PDF format

Section II: Financial Bid 1 electronic copy in PDF format

Section III: Certifications 1 electronic copy in PDF format

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

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

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

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

1.2 Deleted

1.3 Deleted

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work

and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.

- (c) **Materials and Supplies (if applicable):** The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) **Travel and Living Expenses (if applicable):** The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) **Subcontracts (if applicable):** The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) **Other Direct Charges (if applicable):** The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) **Applicable Taxes:** The bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

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

1.1 Technical Evaluation

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

There is a Mandatory Financial criteria for this requirement.

1.2.2 Evaluation of Price

For evaluation purposes only, the price of the bid will be determined as follows:

- 1.2.1** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.”
- 1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance Annex B – Basis of Payment.

2. Basis of Selection (highest technical merit with the evaluated price)

Proposal Selection

Proposals will be evaluated in accordance with the requirements listed below. Proposals that do not obtain a minimum score of 70% will be rejected. Proposals will be evaluated on both technical and cost considerations. The contract will be awarded to the firm with the best proposal (i.e. highest overall score).

For a proposal to be deemed technically compliant, a bid must:

- a)** comply with all the requirements of the bid solicitation;
- b)** meet all of the mandatory criteria;
- c)** obtain the required minimum in **EACH** of the Technical Evaluation Criteria which are subject to point rating.

Bids not meeting **a) or b) or c)** will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement. The bid proposal having obtained the highest combined score (70%) and best price (30%), will be recommended for award of a contract.

See the example below. The contractor selection method based on the proposal having obtained the largest number of total points.

Example:

Technical/Financial components

Equation 1:

$$\text{Total Points} = \frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 + \frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 30$$

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 71.1$	$(30,000 \div 30,000) \times 30 = 20$	$71.1 + 20 = 91.1$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 75.6$	$(30,000 \div 40,000) \times 30 = 15$	$75.6 + 15 = 90.6$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 80$	$(30,000 \div 35,000) \times 30 = 17.1$	$80 + 17.1 = 97.1^*$

Example:

***In this example, Bidder C will be recommended for award of the contract.**

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

9.1.2 Evaluation of the proposal

Each proposal meeting the mandatory requirements will be evaluated and rated according to the criteria described below and to the weighting described in **Error! Reference source not found..** Any relevant information to enable Environment and Climate Change Canada to adequately score the proposal based on the criteria listed below must be included. Information not included in the proposal will not be taken into consideration.

Table 1: Mandatory Criteria

3) Site Visit Information (MANDATORY)

All contractors intending to bid are requested to attend the mandatory site examination meeting. This will be the only opportunity to visit the site, examine the drawings and discuss projects details. All contractors attending the site visit will need to present photo identification at the front desk. The site visit will be held at the following date and location, as stated below:

Interested bidders are invited to meet at Environment Canada and Climate Change Canada
335 River Road,
Ottawa, ON,
K1V 1C7
on the 14th of September , 2017 at 2:00pm local time.

Failure to attend the “Site Visit” will result in bidder’s disqualification.

M1 The bidder must have a minimum of 5 years as a legal entity providing maintenance services similar to those required by the CMC. He must provide patent letters, excerpts of contracts or any other document clearly stating this fact.	Met / Not met
M2 The bidder must have a responsibility insurance worth 5, 000,000\$	Met / Not met
M3 The bidder must detain a certificate of security at minimum level of RELIABILITY or be capable of acquiring it in next 12 months.	Met / Not met
M4 The bidder must provide 3 reference letters	Met / Not met

This section details the criteria that will be employed for evaluating proposals from bidders. Proposals must address each of the evaluation criteria and in sufficient detail to allow evaluation of each criterion. Proposals will be evaluated and scored in accordance with the criteria below (See Scoring Grid at the end of this section).

EVALUATION RATED CRITERIA

type of company (10 points)

The bidder must describe the nature of his firm which must be in the sense of the tender requirements

understanding of the tender (10 points)

The bidder must describe his comprehension of services asked by the tender

Reference (40 points) - The firm will be allocated 10 points per reference

The bidder must provide a list of similar undertaken contracts (minimum of three) which will include the following information:

- contact information of clients within these contracts
- the name of the contact-person for references, identification and description of facilities and type of operation
- the work performed under that contract

References will be contacted and information submitted in the offeror's will be validated.

Health and safety / (30 points)

The bidder must provide his company's health and safety program, its policy on health and safety-related issues and all related documents, and its policies and/or programs and/or affiliations with any safety organizations.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

PWGSC SACC Manual clause A3010T 2010-08-16 Education and Experience

2.3 Rate or Price Certification

3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

PART 6 – SECURITY FINANCIAL BID AND OTHER REQUIREMENTS

1. Security Requirement

- (a) There is no security requirement applicable to this Contract.

PART 7 - RESULTING CONTRACT

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

3. For standard service requirements 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

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

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

4. Term of Contract

4.1 Period of the Contract

The period of the contract is from contract award to September 31st, 2019 with possibility of an additional three (3) one (1) year extensions.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mitchel Easey
Title: Senior Contracting Officer
Environment Canada
Procurement and Contracting Division
Address: 200 Sacre Coeur
Gatineau, QC
K1A 0H3
Telephone: 819 938 3816
E-mail address: mitchel.easey@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.

5.2 Technical Authority

The Technical Authority for the Contract is: (to be named at contract award)

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

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

5.3 Contractor's Representative (to be named at contract award)

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). Customs duties are included.

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Time Verification

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 All deliverables must be received and approved by the Project Authority within six (6) months of the commencement of the contract.

The Contractor shall invoice at the completion of deliverables, as described in the Basis of Payment at Annex B. The Contractor's invoices shall contain the following information:

- a) The Contract Number:
- b) Total Contract Value (excluding HST);
- c) Brief description of work completed, as reflected by that invoice;

- d) Date of work performed/completed;
- e) Total invoice cost (excluding HST);

8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the General Conditions.

8.1.2 Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Applicable Laws

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

10. 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;
- (c) 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (k) the Contractor's bid dated _____,

ANNEX A STATEMENT OF WORK

Snow and Ice Removal at 335 River Road

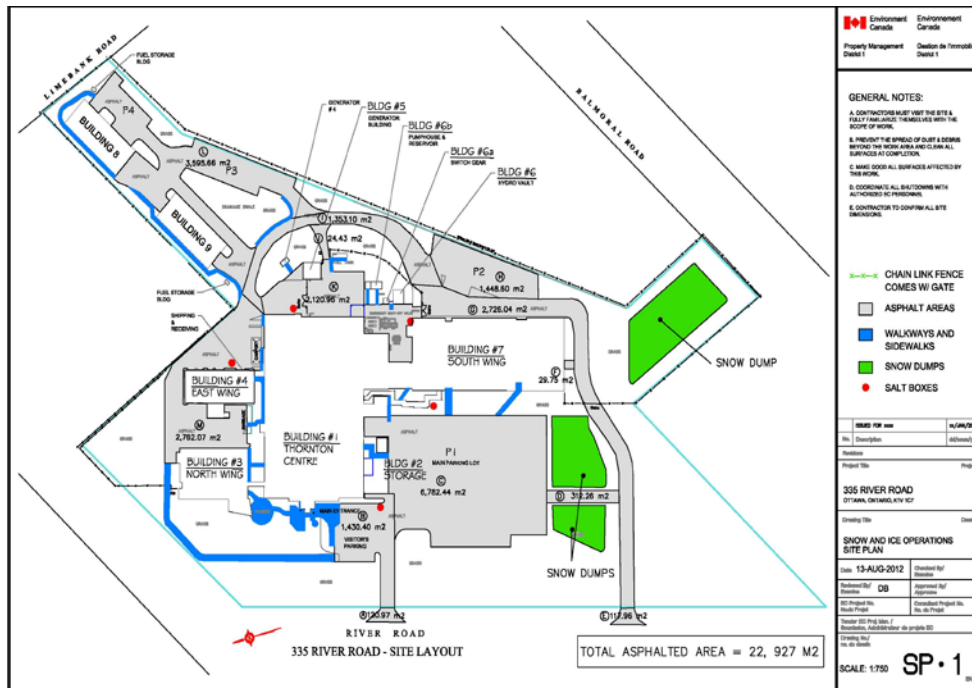
1. LOCATION

Environment Canada
335 River Road,
Ottawa, ON,
K1V 1C7

2. OBJECTIVES

The objective is to provide a safe, accessible facility for staff and visitors pertaining to snow and ice clearing operations at Environment Canada's 335 River Road Site during the fall, winter and spring months.

Description of the Facility



3. SCOPE OF WORK

The Contractor shall supply all necessary labor, equipment, material and tools required to carry out snow and ice clearing operations at the Environment Canada's 335 River Road Site.

4. DELIVERABLES

The Contractor shall:

- Carry out snow and ice operations and clear all parking lots, roadways, sidewalks, steps, doorways, wheelchair ramps, shipping and receiving area, emergency and fire exits and fire exit stairways.
- Clear snow, ice, freezing rain and slush from around all oil filler pipes, gas outlets, storage containers, refuse containers, emergency response vehicles, small building/structures, pump house, water reservoir, hydro vaults and electrical switchgears.
- Sand, salt and/or calcium magnesium acetate all parking lot, roadway, pedestrian areas, fire and emergency exits, as required to maintain a clear, non-slip and safe surface. Calcium magnesium acetate shall be used at the Thornton Centre main entrance walkway and the entrance to the South Wing unless ineffective to maintain a non-slip and safe surface during very cold temperatures. In this situation, sand and rock salt shall be used as a substitute.
- Snow accumulations are to be removed by the Contractor in accordance with the drawings and specifications within the prescribed period of time with only approved removal equipment
- All parking lots, roadways, sidewalks, steps, doorways, wheelchair ramps, Shipping and Receiving area, emergency and fire exits, fire exit stairways, oil filler pipes, gas outlets, storage containers, refuse containers, emergency response vehicles and small buildings/structures and hydro vaults and electrical switchgears shall be cleared of snow, ice, freezing rain and slush by 06:30 hours, seven (7) days per week, 365 days per year. These same areas shall be kept clear of snow, ice, freezing rain and slush throughout the day, 7 days per week from 06:30 hours to 18:00 hours.
- The carport area in the Shipping and Receiving area must be shovelled by hand.
- The emergency shut off valve for the storm sewer system must remain clear and de-iced at all times. This valve is required as fuel delivery procedures are ongoing during the winter months on the site.
- When snow accumulation approaches the depth of 5 cm, measured by a Property Management representative or the contractor at the walkway to the Thornton Centre, the Contractor shall be prepared to immediately dispatch the equipment and personnel necessary to perform the work.
- Exit doors shall be cleared in a manner that will allow doors to be operable and fully opened without obstruction of snow, ice or slush.
- Snow is not to be piled on any parking lot or any parking areas, or piled to restrict the natural drainage of such areas or piled to obstruct the clear view and visibility or the roadway when exiting the site. If snow dumps are properly managed by the Contractor and become full, Environment Canada will be responsible to direct the Contractor to dump snow in an alternative area or should it become necessary to remove snow from the 335 River Road property, it will be at a pre-approved cost of Environment Canada.
- The Contractor shall not pile, plow, blow or place snow onto or against trees, shrubbery, sidewalks, fences, gates or other structures adjacent to areas of this contract.
- The Contractor shall exercise care when plowing and clearing around fences, gates, doorways and metal siding to avoid damaging these objects and materials.
- The contractor shall leave 15 cm's of snow on turf areas when clearing snow piled on turf during snow plowing operations.
- Walkways and sidewalks shall not be cleared with heavy equipment such as pickup plows, backhoes, heavy trucks or loaders.
- Excessive use or poor distribution of materials such as salt, sand or other de-icing products shall not be accepted. In all cases, excess material shall be removed immediately.
- The seven (7) salt boxes on site are to be kept full at all times. The material in the salt boxes should be rotated periodically. Salt box at the main entrance to the Thornton Centre and the salt box at the South Wing entrance are to contain calcium magnesium acetate. Salt boxes are provided by Environment Canada. The Contractor shall empty salt boxes and properly dispose of materials off site by June 1st. The Contractor shall replenish salt boxes by October 15th.
- The Contractor shall be responsible to clean and remove from site by June 1st all remaining sand, gravel, dirt and debris left on or around parking lots, roadways, walkways, sidewalks, turf areas and areas where snow was piled. Particular attention must be provided to cleaning, repairing and

restoring the turf areas to the original condition of the turf at the start of the contract. The Contractor shall, also, obtain power sweeping services to power sweep and vacuum parking lots and roadways.

Vehicles and Equipment

All necessary equipment needed for the performance of the services shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used for services of this kind and shall be approved by Environment Canada.

All vehicles used by the Contractor shall be kept in a clean and presentable condition, and shall meet Ontario Provincial safety standards and licensing requirements.

Parking vehicles on turf shall not be permitted. Driving on turf areas shall only be permitted to access snow dump areas.

The contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Senior Operations Technician or his designate reserves the right to have equipment, which is judged unsafe, unsuitable or defective, taken out of service.

The contractor shall be responsible for his equipment and proper clean up of oil leaks etc.

The Contractor shall be responsible for supplying suitable replacement equipment for the defective items.

Quality Control

The Contractor shall employ at all times the quantity and quality of supervisory personnel necessary for the effective and efficient management and performance of services. All supervisors shall have an intimate knowledge of the various grounds maintenance and snow removal tasks, equipment and materials so as to be able to both properly train and direct the Contractor's employees and other Contractor personnel to their individual tasks and to maintain and control and effective inspection and follow-up program. The functions of supervisors shall include, without limitations to:

- Control and direct the activities of the Contractor's employees and other Contractor personnel.
- Perform regular inspections at the building and check with the Environment Canada's representative at least once per week to assure quality service.
- Consult daily with the Environment Canada representative concerning services for the Snow and Ice Operations.
- Implement instructions from the Environment Canada representative.
- Assure that the day to day performance of all Contractor personnel is of the highest quality and complies with the Agreement.

Any change in the Contractor's supervisory personnel shall be reported to Environment Canada immediately together with the name, address, and telephone number of any new supervisory personnel.

Unsatisfactory Work

It is the Contractor's responsibility to ensure that all staff are properly trained to produce the results intended in these Specifications. Any additional work required because of poor technique or product must be performed at the Contractor's own expense.

Any work not completed to the satisfaction of the Senior Operations Technician, Property Management, or his designate shall be immediately corrected upon notification having been given to the Contractor or his representative. Should work not be completed within two (2) hours of the first notification, the Senior Operations Technician or his designate will take the appropriate actions to satisfactorily complete the work and will deduct from the contractor's next invoice the monetary amount to cover the costs of the work incurred by Property Management.

Damages

It is the Contractor's responsibility to use tools, equipment and materials that will not adversely affect asphalt surfaces, paving stones, plants or the grounds of the 335 River Road site. The Contractor must ensure that mitigating measures such as but not limited to using Teflon blades, sweeper equipment and environmentally friendly materials in the performance of work.

Should any accident or incident occur in the execution of the work under the contract, the Contractor shall be solely liable for any damages, costs and consequences arising from the incident. The Contractor shall immediately notify and report to the Senior Operations Technician and to appropriate representatives of all authorities having jurisdiction, any accident or incident involving the Contractor, the EC, or to the public in respect to persons and/or property, where such accident or incident arises from the Contractor's executions of the work in this contract. The Contractor shall provide copies of all such reports to the Senior Operations Technician.

The Contractor shall immediately remove from the site any employee not observing and complying with safety requirements.

The Contractor is responsible for repairing all damages incurred to the 335 River Road property or equipment and adjacent property or equipment while carrying out the obligations of this contract to the satisfaction of the Senior Operations Technician.

The contractor shall tour the site with the Senior Operations Technician at the beginning of the contract and at the completion of the contract in order to determine any damage to landscape facilities, structures and/or buildings caused as a result of the Contractor's work under this contract. Any repairs required must be completed to the satisfaction of the Senior Operations Technician. Final payment to the Contractor will not be made until necessary repairs have been completed and are acceptable to the Senior Operations Technician.

Contractor Availability

The Contractor shall provide the Senior Operations Technician with a 24 hour, 7 day a week telephone number where the Contractor can be directly reached. Direct access to the Contractor shall be maintained at all times either by pager or by telephone. Emergency calls can be placed 24 hours a day, 7 days a week, 365 days a year. The Contractor shall respond on site within two (2) hours of having received an emergency call.

Work Interruptions

No interruptions or stoppage of work will be allowed after the start of a job. The Contractor must arrange his labor force in such a manner that the complete schedule of work activities can be carried out. The Contractor shall have all necessary labor and equipment on site prior to starting work to avoid unnecessary delays.

5. CROWN INPUT

Technical Services/Departmental Representative will liaise with the Contractor to schedule the service visits and provide necessary site access.

6. DEPARTMENTAL REPRESENTATIVE

Name: Allan Faust

Telephone: (613) 949-8557
Facsimile: (613) 990-8861
E-mail: allan.faust@canada.ca
Title: Manager, Building Operations, Technical Services

Compliance with Safe Work Practices & Health and Safety Policies

The Contractor shall comply with all 335 River Road facility safe working procedures and comply with all site security policies. In addition, applicable Federal, Provincial and Municipal rules and regulations including the Canada Labor Code Part II, and Federal and Provincial Building and Fire Codes must be adhered to.

7. SCHEDULE

Through this submission process, EC Technical Services seeks to establish and to award a Service Agreement. The selected Firm will initially receive a two (2) year period Service Agreement Contract with possibility of an additional three (3) one (1) year extensions.

Services will begin from contract award and end on April 30th of the following year.

8. TRAVEL

N/A

9. SECURITY

The Contractor shall be escorted while at the Environment Canada. Should circumstances arise whereby the Contractor will be unescorted then the Contractor shall comply with DOE and GOC security policy noted below. The Contractor shall be responsible for obtaining and completing any and all needed application for a Reliability Status through the Canadian and Industrial Security Directorate (CIISD), Public Works and Government Services Canada. The Contractor shall be responsible for any expenses incurred.

1. The Contractor must at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) at the level of RELIABILITY STATUS, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to 335 River Road must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

ADDITIONAL INFORMATION

10. ESTIMATED EXPENDITURE

The contract value shall not exceed (to be disclosed at contract award) (HST is excluded) and shall be distributed over the length of contract as follows:

Duration	Value not to exceed
First year	(to be disclosed at contract award)
Second year	(to be disclosed at contract award)
Third year	(to be disclosed at contract award)
First Option year	(to be disclosed at contract award)
Second option year	(to be disclosed at contract award)

The first year of this contract will be the period of Contract award – September 31st, 2018

Year two covers the period of October 1, 2018 – September 31st, 2019

Year Three: October 1, 2019 – September 31st, 2020

Option year one: October 1, 2020 – September 31st, 2021

Option year two: October 1, 2021 – September 31st, 2022

Basis of Payment

The Contractor shall not arrange or incur any expenditure on behalf of the Minister without authorization from the Contract Authority or his designate(s).

The total annual amount payable to the Contractor shall be based on an estimated snow fall of 275 cm's.

Additional payments for an accumulated snow fall over the 275 cm's shall be based proportionately on a percentage basis of the 275 cm's.

In the event of asphalt area changes in the pre-specified snow removal areas, the increase/decrease in payment shall be rated proportionately on a percentage basis per square meter.

Salting shall be required throughout the contract period.

11. EMPLOYER/EMPLOYEE RELATIONSHIP

No employer/employee relationship exists.

12. OTHER INFORMATION

The Contractor shall submit progress invoices based on work completed. The invoice shall be sufficiently detailed to enable the payee to clearly understand the type of service completed.

Compliance with Safe Work Practices & Health and Safety Policies

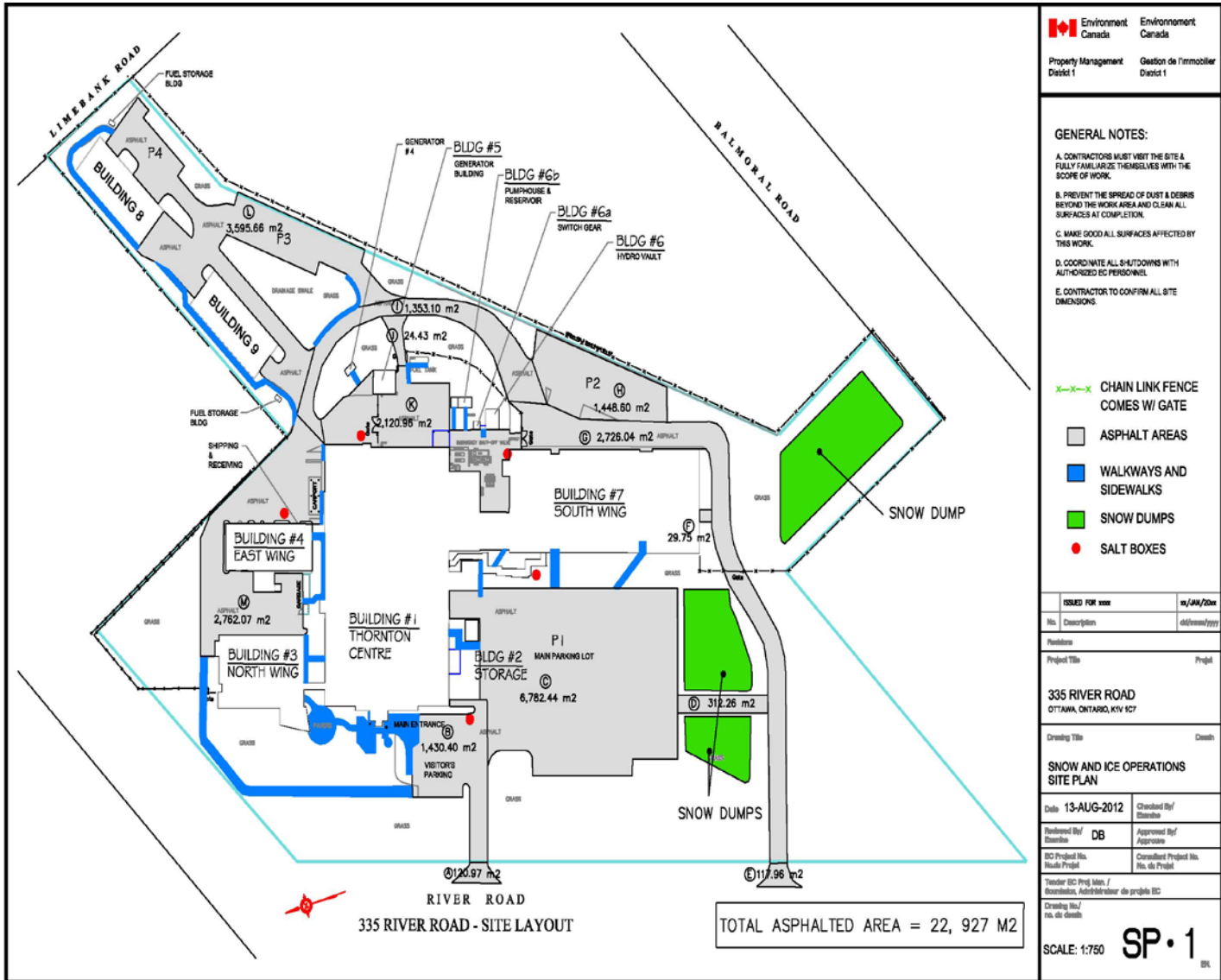
The Contractor must meet or exceed 335 River Road safe working policies and comply with site and departmental security policies. This includes a requirement to sign in and out through site security services. The Contractor shall reference and utilize all applicable 335 River Road Health and Safety Policies and Procedures including, but not limited to, Hot Work Permits, Hot Tap Permits and Lock-Out and Tag-Out Policy in carrying out their work on site.

The Contractor shall comply with the Ontario Health and Safety Act and WHMIS Regulation, the Ontario Occupational Health and Safety Act and Regulations for Construction Projects, the Ontario Ministry of

Labour (MOL) notices, the Canada Labour Code Part II, the Electrical Inspection Authority (EAS) directives and notices, Federal and Provincial Building and Fire Codes, the City of Ottawa building permit inspections.

The Contractor shall have and maintain current their company Health and Safety Plan and Training Program including their Zero Energy (lock-out and tag-out) Policy and Procedures.

APPENDIX 'A'
Site Map



ANNEX B
BASIS OF PAYMENT

Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

The contract value shall not exceed (to be disclosed at contract award) (HST is excluded) and shall be distributed over the length of contract as follows:

Duration	Value not to exceed
First year	(to be disclosed at contract award)
Second year	(to be disclosed at contract award)
Third year	(to be disclosed at contract award)
First Option year	(to be disclosed at contract award)
Second option year	(to be disclosed at contract award)

The first year of this contract will be the period of Contract award – September 31st, 2018

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Year Three: October 1, 2019 – September 31st, 2020

Option year one: October 1, 2020 – September 31st, 2021

Option year two: October 1, 2021 – September 31st, 2022