



**700 Leigh-Capreol Place
Administrative Services
Dorval, Quebec
H4Y 1G7**

REQUEST FOR PROPOSAL

DATE	August 18, 2017
TITLE	Snow Removal Service - Dorval
REQUEST FOR PROPOSAL NO.	T3125 - 171016
PROPOSAL	Transport Canada
DEADLINE FOR THE SUBMITTAL OF PROPOSALS	October 23, 2016 at 14:00, Eastern Time

PART 1 GENERAL INFORMATION

1. Introduction

The Request for Proposal is divided into three parts and appendices, as follows:

- Part 1 General Information
- Part 2 Instructions to Tenderers
- Part 3 Evaluation Procedures and Basis of Selection

List of documents pertaining to the Request for Proposal

- Appendix A Offer of Services
- Appendix B Technical Specifications
- Appendix C Terms of Payment
- Appendix D General Conditions
- Appendix E Conditions regarding Insurance
- Appendix F Bidder's Declaration
- Appendix G Technical Evaluation Criteria
- Appendix H Requirements for Signature

2. Summary

Transport Canada has a requirement to establish a contract for the service of snow removal in Dorval - Quebec. The service must be ensured according to the basis and conditions established in the enclosed Technical Specifications as appendix B, and as per all the appendices included with this Request for Proposal.

3. Duration of Contract

The contract will cover a period of one (1) year with the option of extending the service period for four (4) periods of one (1) year each, under the same conditions. Transport Canada may exercise this option at any time by sending a written notice to the Contractor two months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

This Request for Proposal aims to select a supplier capable of providing the services according to the requirements specified in the Technical Specifications. Tenders will be evaluated based on the evaluation criteria specified in Appendix G.

4. Security Requirements

Not applicable

5. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada – Columbia Free Trade Agreement, Canada – Peru Free Trade Agreement (CPFTA), Canada-Korea Free Trade Agreement, and the World Trade Organisation Agreement on Government Procurement (WTO-AGP).

6. Debriefing

After contract award, tenderers may request a debriefing on the results of the tender solicitation process. Tenderers should make the request to the Contracting Authority within 15 working days of receipt of the results of the tender solicitation process. The debriefing may be in writing, by telephone or in person.

7. Procurement Ombudsman

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

8. Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to Transport Canada; if Transport Canada denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Secretary of the Tribunal at 613-993-3595. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

PART 2 INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal:

- 1.1. "Minister" refers to a person acting for, or, if the office is vacant, in place of the Minister of Transport or the persons succeeding the Minister, as well as the deputies or representatives appointed for the purposes of the Contract,
- 1.2. "Tender Closing Time" refers to the precise date and time, in the Tendering Office's local time, after which no further tenders will be accepted.

2. TERMS AND CONDITIONS

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

3. TENDER CLOSING

- 3.1. The Tendering Office will receive tenders until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 3.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be notified in due form of the new date and time.

Closing date and time for the submission of tenders:

October 23, 2017 at 14:00, Eastern Time

Location for submitting tenders:

Transport Canada
Contracting and Materiel Services
C/O Mail Room no. 2036
700 Leigh-Capreol Place
Dorval, Quebec
H4Y 1G7

Office hours:

Monday to Friday from 8:00 to 12:00 (noon) and between 13:00 to 15:00.

Tenders submitted by fax, e-mail or Internet will not be accepted.

Tenders that do not meet the MANDATORY requirements will not be considered. The financial proposal will be returned unopened.

4. ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing (e-mail or fax) 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 Transport 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 Transport Canada determines that the enquiry is not of a proprietary nature. Transport 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 Transport Canada.

Contracting Authority:

Nabil Hamdane
Senior Materiel and Contracting Officer
Contracting and Materiel Services
Transport Canada
E-Mail: nabil.hamdane@tc.gc.ca
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Proposal and will be published on the Government Electronic Tendering Service (GETS) website. All addenda submitted under this process will be part of the tender documents.

Tenderers must submit with their tenders each of the addendum signed by the tenderer. No additional compensation will be granted as a result of the tenderer's failure to read the addenda.

5. APPLICABLE LAWS

The contract resulting from this Request for Proposal shall, as applicable, be governed by and interpreted in accordance with the laws in force in the province of Quebec, Canada.

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 on **Friday, September 29, 2017 at 11:00 am, Eastern local time**, at the main entrance of Transport Canada Building, 700 Leigh Capreol, Dorval Québec H4Y 1G.

Bidders are requested to communicate with the Contracting Authority **no later than Friday, September 22nd, 2017 at 14:00, eastern time**, to confirm their attendance. 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 or do not send a representative will not be given an alternative appointment and their bid will be considered non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment (addenda) to the bid solicitation.

7. SCOPE OF WORK

It shall be the Contractor's responsibility to ascertain the entire Scope of Work and conditions affecting the work before submission of a bid for this requirement. No allowance shall be made for any extra expense incurred through failure to do so.

8. INSURANCE

See appendix E, Conditions regarding Insurance.

9. SIGNING OF THE TENDER DOCUMENTS

See attached form, Appendix H, Requirements for Signature.

10. TENDER VALIDITY PERIOD

10.1. Unless otherwise specified in the Request for Proposal, tenders shall remain firm and valid for a period of ninety (90) days following Tender Closing Time.

10.2. Notwithstanding Section 10.1, if the Minister deems it necessary to extend the 90-day period for acceptance of tenders, the Minister shall notify the tenderer in a written notice to that effect prior to the expiration of such period, whereupon the tenderer shall have 15 days from the date of receipt of the notice to, in writing, either accept the requested extension or withdraw the tender.

11. INCOMPLETE TENDERS

11.1. Incomplete or conditional tenders **will be rejected**.

11.2. Tenders that omit mandatory elements specified in the Request for Proposal **will be rejected**.

12. REFERENCES

The Minister reserves the right, before awarding the contract, to require the tenderer to submit proof of certain qualifications the Minister may deem necessary. The Minister will consider the tenderer's financial, technical and other qualifications and skills.

The supplier may be asked to provide proof that the assigned personnel meet any of the qualifications listed in the Technical Specifications. Moreover, the supplier must ensure that the

assigned personnel holds a valid security clearance at the required level noted In the Security Requirements Check List, prior to commencement of work and for the duration of the contract.

Failure to meet the above may result in termination of the contract award or contract, if awarded.

13. CONDITION OF CONTRACT AWARD

The lowest or any other tender will not necessarily be accepted.

Canada reserves the right to:

- a. reject any or all tenders received in response to the Request for Proposal;
- b. cancel the Request for Proposal at any time;
- c. reissue the Request for Proposal; and
- d. negotiate with the sole tenderer who submitted an eligible tender to ensure that Canada receives the best quality for price.

By submitting a tender, the tenderer acknowledges Canada's rights under this clause and waives any claim or cause of action against Canada by reason of Canada's exercise of its rights under this clause, whether such claim or cause of action is contractual, arises out of negligence or is of any other nature.

14. SUBMITTAL OF FORMAL TENDERS

Tenders must respect the format indicated and be properly filled out and presented as per the instructions. Tenders are to be submitted using the following two-envelope system:

ENVELOPE 1 – TECHNICAL PROPOSAL

Your proposal must form the basis of a contractual agreement and meet all the requirements set out in the Technical Specifications, appendix B, in sufficient detail to enable evaluation based on the Technical Evaluation Criteria specified in appendix G.

FOUR (4) copies of the Technical Proposal are required including the following documents duly completed and signed:

- Technical Evaluation Criteria (Appendix G)
- Bidder's Declaration (Annexe F)
- Documentation concerning the Requirements for Signature (Annexe H)

Note: No financial information is to be included in envelope 1 – Technical Proposal.

ENVELOPE 2 – FINANCIAL PROPOSAL

Tenderers must complete and return TWO copies of the "Offer of Services" form, appendix A duly completed and signed, in Envelope 2, Financial Proposal.

- Offer of Services (Appendix A)

Note: Envelope 2 must only contain financial information. All technical information supporting the proposal must be in Envelope 1, as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal meets the requirements of the Evaluation Procedures and Basis of Selection.

See the last page on how to address the delivery envelope.

Tenders that do not meet all the MANDATORY requirements will not be considered, and the financial envelope will be returned unopened.

Both the technical proposal and financial proposal envelopes are to be sealed and sent together in a third envelope addressed to the Tender Reception address.

PART 3
EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation – Mandatory Criteria

- a) Mandatory of the site visit;
- b) Submittal of all mandatory documents and referenced documentation required as per the Technical Evaluation Criteria, appendix G.

2. Basis of Selection


A bid **must** comply with the requirements of the bid solicitation and meet **all** mandatory technical evaluation criteria to be declared responsive. The lowest evaluated price as presented in the Pricing Schedule, under section 8.2 of the Offer of Services (appendix A) will be recommended for award of a contract.

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Title : Service of Snow removal
NUMBER – NUMÉRO T3125 - 171016
DATE DUE – DÉLAI October 23, 2017 at 14:00, Eastern Time

TENDER - SOUMISSION

TENDER RECEPTION/
RÉCEPTION DES SOUMISSIONS

Transport Canada
Contracting and Materiel Services
C/O Mail Room, room 2036
700 Place Leigh-Capreol
Dorval, Quebec
H4Y 1G7

 Transports Canada Transport Canada Finance and Administration – Quebec Region Contracting and Materiel Services	File no.: T3125-171016 Page: 2 of 4
APPENDIX A OFFER OF SERVICES	

(vii) the document marked as Appendix G, attached hereto and entitled “Technical Evaluation Criteria”;

(viii) the document marked as Appendix H, attached hereto and entitled “Requirements for signature”.

3. Security Requirements

Non applicable

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada – Columbia Free Trade Agreement, Canada – Peru Free Trade Agreement (CPFTA), Canada-Korea Free Trade Agreement, and the World Trade Organisation Agreement on Government Procurement (WTO-AGP).

5. Certifications

5.1 Compliance

Bidders must provide the required certifications and additional information to be awarded a contract. The certifications provided by Bidders to Transport Canada are subject to verification by Transport Canada at all times. Transport 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.

6. References

The supplier may be asked to provide proof that the assigned personnel meet any of the qualifications listed in the Technical Specifications. Moreover, the supplier must ensure that the assigned personnel holds a valid security clearance at the required level noted In the Security Requirements Check List, prior to commencement of work and for the duration of the contract.

Failure to meet the above may result in termination of the contract award or contract, if awarded.

7. Contract Period

The contract concluded subsequent to acceptance of the prefer offer will be awarded for a period of one (1) year, from the contract award date, with an option to extend the service period for four (4) additional period of one (1) year each.

Transport Canada may exercise this option at any time by sending a written notice to the Contractor two (2) months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.



**APPENDIX A
OFFER OF SERVICES**

8. Financial Proposal

8.1 Basis of Pricing

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of applicable taxes must be shown separately, if applicable.

It is mandatory that the Bidders submit firm prices for each period specified below (Pricing Schedule), for the five (5) years.

8.2 Pricing Schedule

Firm all inclusive prices including services, labour and any other costs required to meet with the Technical Specifications, Appendix B.

During leap years, the Contractor must change its schedule to provide janitorial services on February 29 at no extra cost to Transport Canada.

Period	Firm Monthly Price	Number of Months	Firm Annual Price
Year 1	\$	X 5	\$
Year 2 (Optional)	\$	X 5	\$
Year 3 (Optional)	\$	X 5	\$
Year 4 (Optional)	\$	X 5	\$
Year 5 (Optional)	\$	X 5	\$
Total Years 1 to 5			\$

Note : In the case of error in the extension of prices, the unit price will govern. It is intended to accept the lowest-priced responsive bid without negotiations.



**APPENDIX A
OFFER OF SERVICES**

9. Signatures

The Supplier hereby attests to have submitted the tender in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this ____ day of _____ 2017.

In the presence of:

Company name: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____



Transports
Canada

Transport
Canada

Finance and Administration – Quebec Region
Contracting and Materiel Services

File no.: **T3125-171016**

APPENDIX B

SPECIFICATIONS FOR SNOW REMOVAL

TRANSPORT CANADA

**700 LEIGH CAPREOL
DORVAL, QUEBEC**

July 2017



APPENDIX B

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1. DEFINITIONS

a) **Transport Canada**

Quebec regional office in Dorval.

b) **Departmental representative**

Transport Canada facilities management personnel will act as the Departmental Representative for contract management purposes and for information on the terms of the contract.

c) **Bidder**

The term "Bidder" means the person or firm legally or officially offering its services for the execution of the work.

d) **Contract**

The term "Contract" means the acceptance by the Transport Canada Departmental Representative of the bid, drawings and specifications and all bid documents duly signed by the Contractor.

This acceptance constitutes a contract between Transport Canada and the Contractor.

e) **Contractor**

"Contractor" means the bidder to whom the work has been awarded and who has signed a contract with Transport Canada for the completion of the requested work appearing on the plans and specifications.

f) **Sidewalks**

Footpaths, paved or not, and of variable geometry.

g) **Clearing**

All the operations by which the Contractor clears the surfaces of the parking lots, exits, emergency exits, sidewalks, exterior staircases over their entire area, of snow, ice or sleet, in order to allow motorized vehicle traffic and the passing of pedestrians at those locations provided for this purpose.



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h) Removal

All operations by which the Contractor completely removes snow, ice or sleet cleared from all surfaces of the Regional Office for loading onto trucks to be transported to a snow depot off the Transport Canada grounds.

i) Plans

Sketches related to the contract and any amendments thereto.

j) Work

All activity that must be completed to achieve complete execution and in accordance with the contract.

k) Abrasive

Manual or mechanical spreading of abrasive granulate to restore adhesion sufficient for the safe movement of pedestrians and vehicles on icy surfaces.

l) Ice melter

Any product used to melt ice or hard snow.

2. TERM OF THE CONTRACT AND SNOW REMOVAL SEASON

The contract is for a firm year with an extension option for an additional four (4) years.

For the purpose of this contract, the snow removal season shall be defined as the entire period during which the snow falls or covers the parking lots, at least from November 1 to April 30 of each year.

3. SCOPE OF WORK

The work involves the provision of labour, equipment, tooling, abrasive products, ice melters, and materials, as well as the supervision required for clearing, snow removal and the spreading of ice melters or abrasives depending on weather conditions.

There is a building to be serviced at 700 Leigh-Capreol, Dorval, Quebec, comprising two (2) parking lots, sidewalks and stairs (see Section A - Facility Plan)



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4. SCALE OF WORK

- 4.1 The work to be performed includes clearing, snow removal and spreading of abrasive and snow melter to maintain all entrances, service areas, sidewalks and parking areas free of snow or ice accumulation. This includes:
- One (1) 15,348 m² parking lot
 - One (1) 612 m² parking lot
 - One (1) emergency exit on the north side (facing the terminal and the Marriott Hotel). Despite the absence of the sidewalk, it will be cleared and de-iced in the same way as the other emergency exits.
 - Two (2) emergency exits to rear parking lot.
 - One (1) emergency exit on the south side. A staircase gives access to this exit and will have to be cleared and de-iced as well as the sidewalk that connects it to the south parking lot.
 - A walkway the width of a sidewalk must be cleared of snow to allow access to the water towers from the rear parking lot of the building. Abrasive will be applied according to climatic conditions.
 - Sidewalk in paving stone connecting Leigh-Capreol Place to the north and the parking lot to the south of the building as well as the east entrance to Roméo-Vachon Street will have to be cleared by hand only. **No vehicle may be driven on areas with paving stone.**
 - Application of abrasives and/or de-icers will be adapted to the temperature and weather conditions in the entire parking area after clearing the snow.
- 4.2 The Contractor shall refer to the Section A plan for the exact locations of the various surfaces to be cleared and shall take the required information from the Departmental Representative.
- 4.3 The Contractor must pay special attention to inclined surfaces. He shall, at all times, clear access to hydrants and emergency exits.

5. WORK EXECUTION

- 5.1 The Contractor shall begin the snow removal work as soon as snow accumulation on the ground reaches a height of 3 cm from one or more precipitations or on the explicit request of the Departmental Representative. The official measurement will be Environment Canada's measurement at the Pierre-Elliott-Trudeau airport station in Dorval.
- 5.2 The Contractor must begin the spreading of ice melter and/or abrasive at the onset of freezing rain precipitation and adjust the quantities of the products to maintain sidewalks, exits and parking areas free of ice, for the duration of the precipitation.
- 5.3 Access to buildings such as entrance doors, garage doors, sidewalks, stairs, emergency exits, etc. inaccessible to motorized or mechanical equipment must be cleared manually and free at all times of snow and ice.



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- 5.4 The Contractor shall pay close attention to the maintenance of parking lots, passages and slopes for the disabled.
- 5.5 Road signs and identification signs must be clear to be visible at all times.
- 5.6 In the event of a snowstorm, the Contractor will conduct the clearance operations, even during the storm.
- 5.7 Following rain or thaw, the Contractor shall remove all ice or snow that prevents the flow of water to the drains to prevent any build-up of water on the sidewalks or parking lots.
- 5.8 The Contractor shall immediately notify the Departmental Representative of the presence of any blocked surface drain.
- 5.9 Any pile of snow exceeding a height of 80 cm from street level, within 15 meters of an intersection or entrance to a parking lot, as well as snow piles exceeding the window sills of the buildings shall be removed.
- 5.10 When there is blowing snow, even if there is no precipitation, the Contractor must clear all the surfaces indicated on the Section A plan.
- 5.11 All surfaces described in these specifications shall be cleared in full so as to see the edges which limit them.
- 5.12 De-icing and abrasive spreading should be carried out with a view to minimizing risks to the health and safety of users. If a surplus is accumulated, the latter must be swept and disposed of so as not to damage surfaces and the ground.
- 5.13 It is not permitted to push the snow onto the border at the main entrance of the building. Any accumulation of snow on the borders caused by backflow will be eliminated.
- 5.14 Entrances/exits, emergency exits and sloping surfaces must be free of snow and/or ice at all times.
- 5.15 The use of ice melter such as sodium chloride or calcium chloride salt is prohibited on grass surfaces such as the northern emergency exit and the water tower access. Only the use of replacement ice melters previously approved by the Departmental Representative will be permitted.
- 5.16 The Contractor's operators shall replace the sump lids and manhole covers that have been moved. If this is not possible, the Contractor shall immediately take appropriate safety measures and notify the Departmental Representative in writing as soon as possible.
- 5.17 Immediately following the end of snowfalls, the Contractor will complete the clearing of surfaces and apply ice melters or abrasives if necessary.
- 5.18 The Contractor may store snow prior to removal in the temporary storage area identified in Section A of these specifications.



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- 5.19 The Contractor must carry out the removal of the accumulated snow between 6 pm and 6 am on the day of the storm. If accumulations are too large, it will be permitted to carry out the removal the following night. The Departmental Representative may request that the snow removal operation be carried out immediately or postponed.
- 5.20 Vehicles in the fleet will be moved at the end of the day of the storm to allow the Contractor to carry out snow clearing and removal operations. The spreading of ice melter and/or abrasive will be performed immediately afterword to allow the vehicles to return to their designated locations. It is possible that the Contractor will have to carry out clearing following the return of the vehicles of the place where the vehicles spent the night.
- 5.21 When the snow is blown by the wind and snow drifts form, even if no precipitation has occurred, the Contractor must maintain the roadway, sidewalks and access to the emergency exits in accordance with the provisions of these specifications. No request for additional payment will be accepted.
- 5.22 All cleared snow must be stored in the area previously designated for this purpose and in compliance with all applicable environmental regulations.
- 5.23 The Contractor will be responsible for replacing the removable "jersey" type barriers moved during the work.
- 5.24 At the end of each contract season, the Contractor shall ensure that all areas and surfaces maintained by the Contractor during the winter season are returned to their original condition by June 1 at their own expense and to the satisfaction of the Departmental Representative. The cleaning will be done with a mechanical sweeper in the parking lots and by hand on sidewalks, stairs and paving stones.

6. SUPERVISION

- 6.1 The Contractor shall at all times during the term of the contract promptly and effectively respond to all requests from the Departmental Representative, follow all instructions and comply with all instructions issued in connection with the Contract and the conduct of the execution of the services.
- 6.2 During the snow clearing, de-icing and snow removal operations, the Superintendent shall remain at the work site.

7. SURFACES

South parking lot: 15,348 m²
West parking lot: 612 m²
Concrete sidewalk: 83 m²



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Paving stone east side and north side: 346 m²

North side grassy walkway and water towers and north emergency exit: 40 m²

North and South stairs: 14 m²

Concrete sidewalk between south emergency exit and south sidewalk: 6.5 m²

Refer to Section A to better localize the spaces described above

8. PERSONNEL OF THE CONTRACTOR

The Contractor shall employ a sufficient number of qualified personnel to carry out work duties in accordance with time requirements and the scope of the work. Minimum experience of one snow removal season on equipment driven by each operator is required. Proof of experience may be requested if necessary.

Contractor personnel, who will perform manual work such as shovelling, sweeping, and use of a portable blower, must wear appropriate safety clothing and wear the company logo so as to be easily identified.

9. USE OF THE PREMISES

- 9.1 The Contractor shall be liable for any loss or damage to its equipment and the Department assumes no responsibility.
- 9.2 All equipment and materials used to maintain the grounds should be removed after each use.
- 9.3 No Contractor employee will have access to the building without prior authorization from the Departmental Representative.

10. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 10.1 When the Departmental Representative has notified the Contractor by e-mail that there is a breach of its obligations resulting in a risk to health and safety, under this contract the Contractor shall within two (2) hours following receipt of said notice, remedy the breach to the satisfaction of the Departmental Representative. In the event that the Contractor fails to take steps to remedy the breach within the time stipulated in the notice or is negligent on its part, the Department may, without further notice, take the necessary measures to remedy said breach. In other situations, the Contractor will have 24 hours to respond to notice and perform corrective work.
- 10.2 All costs and expenses incurred by such breach to the Department may be deducted from this Contract and without prejudice to any other remedy that the Department may have against the Contractor in damages.



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11. DELIVERABLES

- 11.1 With its bid and before the start of each winter season, the Contractor must submit the material safety data sheets for the ice melters (e.g., sodium chloride, calcium chloride), which it intends to use on grass surfaces such as the north emergency exit and the water tower access, in order to obtain the written approval of the Departmental Representative.
- 11.2 The Contractor must identify the snow depot that it will use with the submission of its bid. This depot must meet all standards of all levels of government. If there is a contradiction, the most stringent standard will apply.
- 11.3 The Contractor shall, prior to the beginning of the season, appoint a representative to be assigned to supervise the on-site work and provide the Departmental Representative with this supervisor's telephone number and a valid email address where the supervisor can be reached at all times time.
- 11.4 At the start of the contract, the Contractor must provide a spill response plan identifying the actions, procedures, people and resources involved.
- 11.5 Upon award of the contract and before the beginning of the work, the Contractor shall submit copies of any permit, licence, certificate number and insurance.

12. ACQUAINTANCE WITH THE PREMISES

It is the bidders' responsibility to get acquainted with the premises, i.e., to conduct a complete inspection of all spaces listed herein. It is the Contractor's responsibility to closely examine all drawings, specifications, general conditions, and any other contract document and, if necessary, contact the Departmental Representative for clarifications.

13. ACCIDENT LIABILITY

- 13.1 The Contractor shall be fully responsible for accidents or injuries to the public or facilities.
- 13.2 The Contractor shall be accountable to the Departmental Representative for any accidents involving employees, materials or equipment.
- 13.3 Notwithstanding any other provision hereof, the Contractor shall repair, refurbish or replace any material, equipment or structure damaged by acts or omissions of its employees during the performance of their duties and the Contractor shall not be entitled to compensation for parts and labour assigned to such repairs.

The Contractor shall submit to the Departmental Representative a written report of any incident or accident within 12 hours of the occurrence.



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The Contractor shall perform repairs or replacements of any equipment, materials or signage within 30 days of the occurrence.

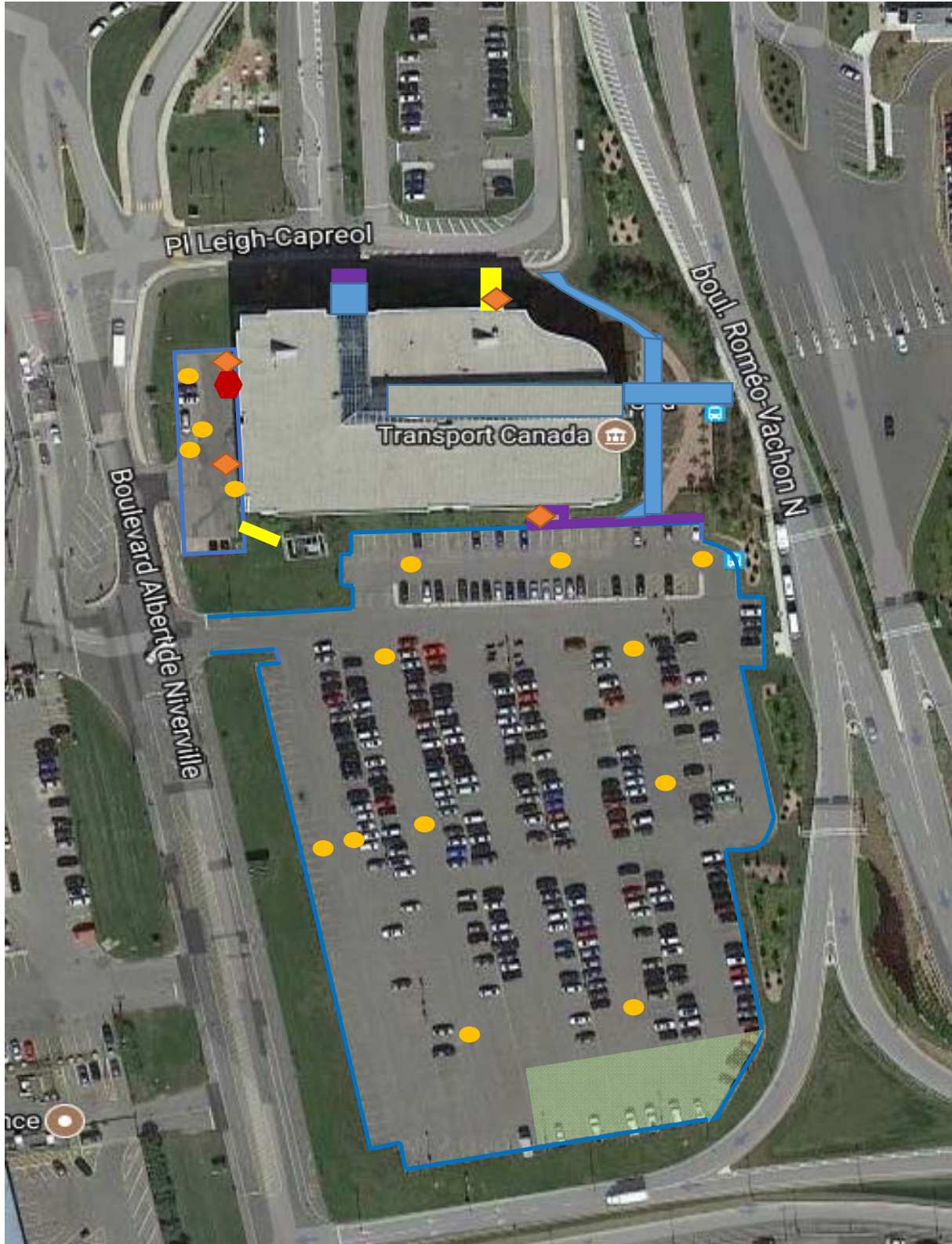
14. COMPLIANCE WITH RULES, ACTS, AND REGULATIONS

The Contractor shall carry out the work in compliance with all federal, provincial, or local codes, standards or directives. In case of omissions or conflict among these standards, the most stringent standard shall apply.












APPENDIX B

SECTION A – Facility plan



Legend:

-  Perimeter around the parking lot
-  Paving stone section
-  Grassy section
-  Concrete sidewalk
-  Emergency exit
-  Manhole
-  Fire protection system
-  Temporary snow storage

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APPENDIX C TERMS OF PAYMENT	

1. BASIS OF PAYMENT

Firm price

No increase in the total liability of Canada or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the contractor, will be authorized or paid to the contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

2. TERMS OF PAYMENT

Payments will be made, net 30 days, in five (5) equal monthly payments, from November 30 to April 30 of the following year, as per the Pricing Schedule included in the Offer of Services, appendix A, and upon presenting an invoice and with the acceptance by Transport Canada for the service period rendered and covered by the invoice.

3. INVOICING

Detailed invoice, with supporting document if applicable, will include the contract number and the GST and PST registration numbers. The Contractor will submit invoices by mail or e-mail:

AssistanceInstallationsDorval@tc.gc.ca

Transport Canada
 Regional Office
Facilities Management
 700, place Leigh-Capreol
 Dorval, Québec
 H4Y IG7

4. GOODS AND SERVICES TAX (GST)/PROVINCIAL SALES TAX (PST)

GST and PST are excluded from the price(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST and PST are to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST and PST paid or due to Revenue Canada and Revenu Québec, as applicable.



**APPENDIX D
GENERAL CONDITIONS**

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.

1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

1.9. "prototypes" includes models, patterns and samples;

1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.



**APPENDIX D
GENERAL CONDITIONS**

3. Successors and Assigns

The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. Assignment, Subcontracting and Novation

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. Time of the Essence

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.



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5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

8. Termination or Suspension

8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.



**APPENDIX D
GENERAL CONDITIONS**

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.

8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.



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9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport

11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

12. Conflict of Interest and Values and Ethics Codes for the Public Service



**APPENDIX D
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12.1. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

14. Warranty by Contractor

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. Member of House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.

16. Amendments

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

18. Payment by the Minister

18.1. Applicable when the Terms of Payment specify PROGRESS payments.
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18.1.1. Payment by the Minister to the Contractor for the work will be made:

18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or

18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. “Form of the claim or invoice” means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

18.2. Applicable when the Terms of Payment specify payment on COMPLETION.

18.2.1. Payment by the Minister to the Contractor for the work will be made within:

18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract,

whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. “Form of the invoice” means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.



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19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. Schedule and Location of Work

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. No Other Benefits

21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.



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21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

22. Applications, Reports, Payments by Contractor and Applicable Legislation

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

24. Public Disclosure

24.1. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract.

25. Integrity Provisions

25.1 Statement

25.1.1 The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.

25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other



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remedies that may be available against the Contractor and agrees to immediately return any advance payments.

25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

25.5 Canadian Offences Resulting in Legal Incapacity

25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.5.1.1 paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or

25.5.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences



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The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or

25.6.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or

25.6.1.3 section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or

25.6.1.4 section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or

25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or

25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.



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25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 the court's decision was not obtained by fraud; and

25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 terminate the contract for default; or

25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract



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award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

- 25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- 25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the *Ineligibility and Suspension Policy*, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:

- 25.8.3.1 terminate the contract for default; or
- 25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:

- 25.8.4.1 terminate the contract for default; or
- 25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.



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GENERAL CONDITIONS**

25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the *Criminal Code*;

25.11.4 received a record of suspension ordered under the *Criminal Records Act*; and

25.11.5 been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.




**APPENDIX D
GENERAL CONDITIONS**

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

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APPENDIX E CONDITIONS REGARDING INSURANCE	

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would
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**APPENDIX E
CONDITIONS REGARDING INSURANCE**

otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



**APPENDIX F
BIDDER'S DECLARATION**

**CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC
DISCLOSURE**

1. The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
2. The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, bidders must provide the information required below.

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.



**APPENDIX F
BIDDER'S DECLARATION**

"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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The date of termination of employment or retirement from the Public Service.
- c. The name of the last governmental organization worked as an employee
- d. Does the former public servant have a major interest in the firm?

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The conditions of the lump sum payment incentive;
- c. The date of termination of employment;
- d. The amount of lump sum payment;
- e. The rate of pay on which lump sum payment is based;
- f. The period of lump sum payment including start date, end date and number of weeks;



**APPENDIX F
BIDDER’S DECLARATION**

- g. The number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- h. The name of the last governmental organization worked as an employee
- i. Does the former public servant have a major interest in the firm?

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 the Goods and Services Tax or Harmonized Sales Tax.

INTEGRITY CERTIFICATION

The Government of Canada is committed to open, fair and transparent procurement and real property transactions. A strong government-wide Integrity Regime has been put in place to ensure that the Government does business with ethical suppliers in Canada and abroad. It will foster ethical business practices, ensure due process for suppliers and uphold the public trust in the procurement process.

The bidder is reminded of the following condition: Declaration of Convicted Offences. Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections of the General Conditions, ONLY the successful Bidder must send by mail the completed Bidder’s Declaration Form to Public Works Government Services Canada (PWGSC).

For more information concerning the Integrity Regime of the government of Canada, please consult the following Internet site: <http://www.tpsgc-pwgsc.gc.ca/ci-if/plan-2015-eng.html>



**APPENDIX F
BIDDER'S DECLARATION**

Certification

By signing this document, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name of consultant _____
/company

Complete address _____

GST number _____ or Procurement Business Number (PBN) _____

Telephone number _____ Fax number _____

Owner's name and last name _____

Members of the Board of Directors:

Name	First Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company authorized signatory

Name (print) _____ Title _____

Signature _____ Date _____





**APPENDIX G
TECHNICAL EVALUATION CRITERIA**

In addition to satisfying the information contained in the technical specifications, the proposal must meet all mandatory technical criteria specified below.

- Have a one year experience during the last five years in the snow removal of a parking area size of more than 16 000 square meters. This experience must be confirmed through two reference letters to be submitted

The number of years of experience indicated in the mandatory criteria is calculated until the closing date of the RFP. If the experience presented is not supported by required additional information that describes the location and the method the experience was acquired, the experience will not be taken into account during the evaluation stage.

Previous Experiences

Please fill out the following table with the client's name, address and parking area acreage in the contracts you have completed in the last five years

	Reference 1	Reference 2
Name of Client Organization or Company		
Name and title of Contact Person		
Contact Person's Phone Number and E-mail		
Location of the Contract		
Value of Contract		
Period of Contract Execution (Month and Year)		
Contract Description et Snow Removal Area Size		



**APPENDIX G
TECHNICAL EVALUATION CRITERIA**

References provided by the bidder may be verified. Transport Canada reserves the right to verify that the information is accurate and complete.

The onus is on the bidder to ensure that the proposed contact person is aware of the services he has offered and is ready to be referred to. The Technical Assessment Team will attempt to communicate with the referred person by the bidder during the Technical Assessment Period between 8:00 am and 4:00 pm local time. If the referring customer does not validate the information, the bidder's proposal may be deemed non-compliant and may not be considered for further evaluation.

