



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
The Cambridge Building  
3 Queen Street/3, rue Queen  
Charlottetown  
Prince Edward Island  
C1A 4A2

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of  
Canada, in accordance with the terms and conditions set  
out herein, referred to herein or attached hereto, the goods,  
services, and construction listed herein and on any attached  
sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

Veuillez adresser toute demande de renseignements par  
écrit à l'attention de l'autorité contractante, Darlene  
Reay, soit par télécopieur ou par courriel à:  
darlene.reay@tpsgc.gc.ca.

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
The Cambridge Building  
3 Queen Street/3 rue, Queen  
PO Box 1268/CP 1268  
Charlottetown  
Prince Ed  
C1A 4A2

<b>Title - Sujet</b> Contrat de Services	
<b>Solicitation No. - N° de l'invitation</b> E0226-181071/A	<b>Date</b> 2017-09-27
<b>Client Reference No. - N° de référence du client</b> E0226-181071	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWC-008-4193
<b>File No. - N° de dossier</b> PWC-7-40056 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-11-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reay, D (PWC)	<b>Buyer Id - Id de l'acheteur</b> pwc008
<b>Telephone No. - N° de téléphone</b> (902) 566-7518 ( )	<b>FAX No. - N° de FAX</b> (902) 566-7514
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 1268 CHARLOTTETOWN Prince Edward Island C1A7M8 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**Maintenance Services –  
Snow Removal & Ice Control  
Joseph A. Ghiz Building  
275 Pope Road  
Summerside, PEI**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

Not applicable

### **1.2 Requirement**

This Service Contract shall furnish all necessary labour, supervision, transportation, material, tools and equipment to provide snow removal and ice control in accordance with this specification.

This Service Contract will extend from November 25, 2017 to November 24, 2018, with two (2) one (1) year option periods. The services must be provided in accordance with the Specification attached at Annex "F"

### **1.3 Debriefings**

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

### **1.3 Trade Agreements**

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-andguidelines/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.

### **2.1.1 SACC Manual Clauses**

#### **C9000T - Pricing (2010-08-16)**

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**NOTE: THIS IS NOT A PUBLIC OPENING**

#### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

*(Derived from - Provenant de: A9076T, 2007/05/25 )*

#### **2.3 Former Public Servant A3025T (2014-06-26)**

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

## ***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

the

*Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10,

and the

*Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament*

*Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension*

*Plan Act*, R.S., 1985, c. C-8.

## ***Former Public Servant in Receipt of a Pension***

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Prince Edward Island. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **2.6 Insurance Requirements – G1007T (2011-05-16)**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C”. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared nonresponsive.

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

### **3.1 Bid Preparation Instructions**

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

It is required that the bids follow the response format/instructions as detailed below:

#### **Section I: Technical Bid**

No Technical Bid required as part of this requirement.

## **Section II: Financial Bid**

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

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

### **4.1 Evaluation Procedures and Basis of Selection**

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

*(Derived from - Provenant de: A0069T, 2007/05/25 )*

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

## **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

Not applicable

### **6.2 Requirement**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

This Service Contract will extend from November 25, 2017 to November 24, 2018.

### **6.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Darlene Reay  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch Directorate:  
Real Property Contracting  
Address: 3 Queen Street  
Charlottetown, Prince Edward Island  
C1A 4A2  
  
Telephone: 902-566-7518  
Facsimile: 902-566-7514  
E-mail address: [darlene.reay@pwgsc.gc.ca](mailto:darlene.reay@pwgsc.gc.ca)

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

## 6.5.2 Project Authority

The Project Authority for the Contract is: *Will be made available at time of award*

Name:

Title:

Organization:

Address:

Telephone :

Facsimile:

E-mail address:

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

## 6.5.3 Contractor's Representative

Name:

Title:

Organization:

Address:

Telephone :

Facsimile:

E-mail address:

## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

## **6.7.2 Limitation of Price**

*SACC Manual* clause **C6000C** (2011-05-16) Limitation of Price

## **6.7.3 Monthly Payment**

*SACC Manual* clause H1008C (2008-05-12) Monthly Payment

## **6.74 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **6.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.10 Applicable Laws**

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

## **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04)
- (c) Annex F, Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_

## **6.12 SACC Manual Clauses**

SACC Manual Clause A0285C (2007-05-25) Workers Compensation (2007-05-25)  
SACC Manual Clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual Clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## **6.13 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within seven (7) days after request from the Contracting Authority and prior to award of Service Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

#### **Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.

#### **2. 2007/05/25 A0069T Basis of Selection - Mandatory Requirements Only**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **ANNEX "B"**

### **Basis of Payment**

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.  
NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE - NOVEMBER 25, 2017 TO NOVEMBER 24, 2018.

Item	Class of Service	Unit of Measure	Estimated Quantity	A - Term – November 25, 2017 to November 24, 2018		B - Option Year November 25, 2018 to November 24, 2019		C - Option Year November 25, 2019 to November 24, 2020	
				Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Labour - Sidewalk Shoveling	Hours	440						
2	Hand Snowblower (min. 8hp)	Hours	76						
3	Loader (4yd. bucket)	Hours	400						
4	Dumptruck (10 yd. min.)	Hours	125						
5	Loader (3yd. bucket)	Hours	400						
6	Salt, supplied and spread(mechanical salt spreader)	Tonnes	200						
7	Ride on Snowblower, (min 20hp)	Hours	300						
<b>TOTAL FOR FIRST TERM AND OPTION YEARS</b>				\$ _____	A	\$ _____	B	\$ _____	C

**TOTAL**

\$ \_\_\_\_\_  
A, B and C

## ANNEX "C" INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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

- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Solicitation No. - N° de l'invitation  
E0226-181071/A  
Client Ref. No. - N° de réf. du client  
E0226-181071/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pwc-7-40056

Buyer ID - Id de l'acheteur  
pwc008  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**  
**Complete List of Each Individual Who is Currently on the  
Board of Directors**  
***NOTE TO BIDDERS***  
***WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

## **ANNEX “E” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
E0226-181071/A  
Client Ref. No. - N° de réf. du client  
E0226-181071/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pwc-7-40056

Buyer ID - Id de l'acheteur  
pwc008  
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## **ANNEX "F" SPECIFICATION**

**PUBLIC WORKS AND  
GOVERNMENT SERVICES CANADA**

**ASSET AND FACILITIES  
MANAGEMENT SERVICES**

**Joseph A. Ghiz Building  
SUMMERSIDE, PEI**

**Snow Removal & Ice Control**

**SERVICE CONTRACT SPECIFICATION**

**Title:        Snow Removal and Ice Control**

**Location:    Joseph A. Ghiz Building  
                 Summerside, PEI**

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## **1.** **DEFINITIONS AND INTERPRETATIONS**

In the Standing offer agreement, unless the context otherwise requires:

"Add"	means to make an addition to;
"Adjust"	means to bring components to a more effective relative position;
"Annual Maintenance Plan"	as described in Statement of Work item 1.2.17 ABP-Project Plan;
"Assemble"	means to take apart and put together again;
"Base Building Equipment"	means architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
"Building Operational Equipment"	means items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";
"Check/Inspect"	means to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
"Clean"	means to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Commissioning"	means a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
"Document Safeguarding Capability"	means the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information;
"Energy Source"	means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;
"Excusable Delay"	means a delay in the performance of the Contractor of any obligation under the Standing offer Agreement which is caused by the events;

"Facility"	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;
"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a Contractor by the Government for purposes of the Work;
"Herein", "hereby", "hereof", "Hereunder"	and similar expressions refer to the Standing Offer Agreement as a whole and not to any particular subdivision or part thereof;
"Hot Work"	means any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks;
"Instruct"	means to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
"Isolate"	means to physically prevent the transmission or release of an energy source to machinery or equipment;
"Lubricate"	means to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
"Measure"	means to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	means the annual value of the Work in terms of disbursements, direct labour and fees;
"Operation and Maintenance Baseline"	means operations, maintenance, utilities and repair work up to \$10,000 in terms of units and value of Work to be performed by the Contractor over twelve (12) consecutive months;
"Paint"	means to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
"Project Authority" or "Work Authority"	means the person designated in the Contract, or by notice to the Contractor, as the Property Manager, who shall act as the representative of the Minister in matters concerning the technical aspects of the Work;
"Prove"	means to operate and determine if operation produces intended response;

"Quality Assurance Authority"	means the person designated as such in the Standing Offer Agreement;
"Remove"	means to take off or away from;
"Repack"	means to fill with packing again;
"Repair"	means to restore to a sound state;
"Replace"	means to restore by removing old components and replacing with new components;
"Report"	means to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
"Representations"	means any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings expressed or implied, collateral or otherwise;
"Shut Down"	means to take out of service;
"Start Up"	means to return to service;
"Testing"	means to conduct periodic physical checks on the sprinkler system such as water flow tests, alarm tests, or dry-pipe valve trip tests; (See N.F.P.A. 1673A)
"Tighten"	means to securely fix in place;
"Treat"	means to act upon with agent.

In the Standing Offer Agreement, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

**2.****Statement of Work**

- |                                   |     |   |
|-----------------------------------|-----|---|
| <b>1. Description of Work</b>     | .1  | This Service Contract shall furnish all necessary labour, supervision, transportation, material, tools and equipment to provide snow removal and ice control in accordance with this specification.   |
| <b>2. Examination of Premises</b> | .1  | All parties tendering are advised to examine the site of the proposed work prior to submitting their tenders and become thoroughly acquainted with same, and obtain any and all information that may be necessary to properly execute Standing Offer Agreement.   |
|                                   | .2  | Make arrangements with Departmental representative prior to site visit.   |
| <b>3. Work Included</b>           | .1  | Remove snow and ice, supply and spread salt or ice melt by mechanical means, to prevent slippery conditions on all roads, driveways, sidewalks, walkways, parking areas, trucking/loading areas, vehicle entrances and exits, road valves, catch basins, valve boxes, storm sewers, manholes, etc. All pathways and areas around fire hydrants must be kept clear and accessible. |
|                                   | .2  | Employ snow blower to clear snow in required areas, sidewalks, walkways, etc.   |
|                                   | .3  | Snow clearing operations will commence at the request of the Departmental Representative.   |
|                                   | .4  | De-icing and salting operations shall be provided when conditions are deemed necessary by the Departmental Representative   |
|                                   | .5  | Supply and maintain a required number of salt boxes at locations to be determined by the Departmental Representative.   |
|                                   | .6  | All snow may have to be trucked away and dumped in an approved location, under the direction of the Departmental Representative. See unit price table.  |
|                                   | .7  | The Contractor must obtain approval from the local municipality as to the location for dumping of snow.   |
|                                   | .8  | Heavy equipment which would cause damage to metal grills shall not be used for clearing snow.   |
|                                   | .9  | Partial ice control is the control of all ice and slippery areas on all but a flood coat condition.   |
|                                   | .10 | Provide and install markers to identify the location of curbs, planters, fire hydrants, valve boxes, catch basins, storm sewers, manholes, etc. to prevent damage and maintain each in an accessible and workable condition.  |

**4. Service Calls**

- .1 The Contractor shall provide service during regular working hours, silent hours and weekends (24 hours / 7 days a week).
- .2 The Contractor is totally responsible for the immediate removal of snow and ice to ensure the safety of the public and the unhindered flow of vehicular traffic.
- .3 Work operations are to be completed as follows:
  - .1 Approach road to loading dock, partial parking lot and partial sidewalks prior to 4:00 a.m.
  - .2 All remaining designated areas to be completed prior to 6:45 a.m.
- .4 Between the hours of midnight Friday and midnight Sunday, access routes will be kept cleared unless specifically requested by PWGSC representative.
- .5 The Contractor will advise the Departmental Representative of the telephone number at which he or his representative may be contacted at any time.
- .6 The Contractor shall not refuse any call for service requested by a Departmental Representative and the time lapse between call out and start of work shall not exceed one (1) hour.

3.

**Safety Requirements**

- .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
- .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
- .3 Observe and enforce construction safety measures required by the following statutes and authorities:
  - .1 The National Building Code of Canada, Part 8.
  - .2 The National Fire Code of Canada.
  - .3 Provincial Workers Compensation Board.
  - .4 Municipal Statutes and Ordinances.
- .4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.
- .5 All sub-contractors shall adhere to the above qualifications.

**2. Bidders/Tenderers  
Qualifications**

- .1 Bidders/Tenderers are to provide (within fourteen (14) calendar days after closing):
  - .1 Documentation indicating that the bidder/tenderer meets the Occupational Health & Safety Act and Regulations of Prince Edward Island. This shall include a copy of the company's Safety Manual, which includes Company Safety Policy & Assignment of Responsibilities, Hazard Assessment, Safe Work Practices/Job Procedures, Rules, Personnel Protective Equipment, Maintenance Program, Training & Safety Meetings, Inspections, Investigations, Environmental, Emergency Preparedness, Records, Statistics & Harassment.
  - .2 A letter of good standing from Worker's Compensation Board.
  - .3 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Service Contract (SC), including sub-contractor.

**3. Training**

- .1 Before Work Begins Contractors are to provide documentation:
  - .1 Certification of training for safety for all personnel that will be involved with the Service Contract. Updated list complete with licenses shall be kept on site including personnel changes.
  - .2 Training for workers shall include (but not limited to)
    - .1 Safe operation of tools and equipment.
    - .2 Proper use and maintenance of personal protective equipment (PPE).

- .3 Safe work practices and procedures for their given work tasks or function.
  - .4 Site conditions and minimum site safety rules.
- 4. Disciplinary Procedures for Safety Violations**
- .1 Contractors shall have their own written disciplinary procedures for violation or non-compliance of work site safety rules and regulations.
  - .2 Contractor shall immediately address and correct any health and safety violations and non-compliance issues.
  - .3 Disciplinary Procedures applied by PWGSC Departmental Representative for non-compliance and safety violations shall be as follows:
    - .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
    - .2 **Second Violation:** Written warning to Contractor for second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
    - .3 **Third Violation:** A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s). (Documented to contract file, copies to Contractor and PWGSC).
    - .4 **Serious Violation:** For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s). (Violation documented on contract file, copies to Contractor and PWGSC).
    - .5 **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations, rules, policy and procedures that result in charges being laid by a Regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to future contracts.

**a. Safety Plan**

1. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental representative shall advise the Contractor where the Federal Standards apply.
- .2 The Contractor shall perform site hazard assessments to establish site specific safe work practices/procedures for the safety and well being of their employees. Copies shall be made available to Departmental Representative upon request.
- .3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
- .4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
- .5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .6 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any non-compliance person shall be subject to disciplinary procedures.
- .7 Shall ensure that all applicable personal protective equipment (PPE) is used.
- .8 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Standing Offer Agreement/Service Contract.

**6. Product Approvals**

- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS).
- .2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
- .3 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
- .4 Material Safety Data Sheets (MSDS) to remain on-site at all times.

**7. Codes and Legislative Requirements**

- .1 Execute the work to meet or exceed:
  - .1 Part II of the Canada Labour Code.
  - .2 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
  - .3 Canadian Environmental Protection Act.
  - .4 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.
  - .5 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
  - .6 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
  - .7 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

## 4.

**General Requirements****1. Licences, Permits  
and Fees**

- .1 Provide the authorities having jurisdiction with all information requested.
- .2 Pay all fees and obtain certificates and permits required.
- .3 Furnish these certificates and permits when requested.

**2. Taxes**

- .1 Pay applicable Federal, Provincial and Municipal taxes.

**3. Ice Control**

- .1 Sodium chloride (salt) mixture shall be used for ice control.
- .2 Salt for ice control on roads, approaches, parking lots and sidewalks shall be spread by means of mechanical spreader.

**4. Equipment**

- .1 All heavy equipment shall be adequately equipped with flashing beacon and front and rear lights.
- .2 All equipment shall be licensed by the authority having jurisdiction for the service for which it is used.
- .3 All equipment will be in good repair and provide safe operation.
- .4 Equipment will not be left running unattended.
- .5 Equipment with a fuel capacity exceeding ten (10) litres shall not be refilled on site.
- .6 Only rubber tired power equipment shall be used for snow clearing operations on areas of work.
- .7 Debris, discarded containers, etc. will not be left or stored at the site.

**5. Operators**

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

**6. Damage**

- .1 The Contractor shall be responsible for any damage incurred during the execution of the work of this Standing Offer Agreement, and shall, at no expense to the department, repair damage to the satisfaction of the department.

- 7. Time Limits** .1 Damage to curbs, fencing, lawn areas, etc. shall be repaired in the spring, during the month of May. Damage which affects the building services, i.e. hydrants, valve boxes, etc., shall be repaired immediately.
- 8. Environmental** .1 All work is to be performed in accordance with the Federal Environment Protection Act and the Provincial Environment Acts and Regulations.
- 9. Meetings** .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- .2 Pre-job meeting shall be scheduled within fourteen (14) days of contract award.
- 10. Personnel** .1 The Contractor will provide the Departmental Representative with a list of all people working on PWGSC premises, complete with a copy of their licences, where applicable, and will update the list immediately when personnel changes.
- .2 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities.
- 11. Security Clearance** .1 The security clearance level for this Maintenance Agreement is N/A.
- .2 The Contractor shall submit his/her name and the names of all employees, including new employees engaged during the Contract who will be working under this Contract, to the Departmental Representative immediately following notification of Contract award.
- 12. Log Books** .1 The Contractor shall complete all applicable log books outlining all work performed. Payment shall not be made if log book is incomplete.

**5.**  
**Operational Requirements**

- .1 Execute work with least possible interference or disturbance to occupants, public, and the normal use of premises. Make arrangements with the department to facilitate execution of the work stated.
- .2 Maintain existing services to buildings and provide means for personnel and vehicle access.
- .3 Ice control, except that which is required after snow removal, shall be carried out on the request of Public Works and Government Services Canada.
- .4 Where security has been reduced by the work of the contract, provide temporary means to maintain security.
- .5 Snow and ice accumulations when cleared will be stockpiled in the areas designated by the Departmental Representative.
- .6 Manual shovelling will be done where motorized equipment cannot be operated.
- .7 Snowfall greater than 5 centimetres will automatically be removed from the site unless other wise directed by the PWGSC Representative.
- .8 Snowfall less than 5 centimetres will not be removed unless requested by PWGSC Representative.
- .9 Work may be requested for "total removal", "vehicle access removal", or "pedestrian access removal".

**5.**  
**Payment**

- .1 Invoices to be submitted in duplicate to the Departmental Representative for the service completed.
- .2 Invoices shall show the following:
  - a. Contract number and location of work.
  - b. Date work carried out.
  - c. Type of work performed.
  - d. The starting time at each location.
  - e. The time of completion of work for each location, together with the number of men and types of equipment used.
- .3 All prices shown on invoice shall equal those shown on price schedule, which forms part of the Standing Offer Agreement.
- .4 No payment shall be allowed for any equipment that has broken down during clearing operations, including operator's time.
- .5 As the hourly tender price includes all travel time, payment will be made for only the work performed on site.
- .6 Any supervision required shall be included in hourly cost of operating equipment.
- .7 Attached to all invoices shall be the monthly Environment Canada Weather Office Snowfall Summary (meteorological summary) Report for Summerside, PEI area.