



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

Bid Receiving / Réception des soumissions
Royal Canadian Mounted Police /
Gendarmerie royale du Canada,
Procurement & Contracting Services /
Service des acquisitions et des marchés
Bid Receiving Unit /
Groupe de réception des soumissions,
5th Floor / 5e étage,
10065 Jasper Avenue NW /
10065 Avenue Jasper N.O.
Edmonton, AB T5J 3B1

**INVITATION TO TENDER
APPEL D'OFFRES**

**Tender to:
Royal Canadian Mounted Police**

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:
Gendarmerie royale du 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title - Sujet: Snow Clearing Services - RCMP Jasper Detachment, Jasper, AB		Date : December 27, 2017 / 27 décembre 2017
Solicitation No. – N° de l'invitation : M5000-17-1426/A		
Client Reference No. - No. De Référence du Client : 2017-1426 (2016-0902)		
GETS Reference No. - N° de référence du SEAG # PW-17-00808929		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 pm	MST (Mountain Standard Time) HNR (Heure Normale des Rocheuses)t Applicable
On / le :	Monday, February 5, 2018 / mardi 5 février 2018	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services : Royal Canadian Mounted Police / Gendarmerie royale du Canada Jasper Detachment / Détachement de Jasper 600 Bonhomme Street / 600 rue Bonhomme Jasper, AB T0E 1E0		
Instructions: See herein — Voir aux présentes		
Address Inquiries to / Adresser toute demande de renseignements à : Shawn Balaski, Procurement Officer & Contracting Authority Shawn Balaski, Fonctionnaire chargé des achats et autorité contractante shawn.m.balaski@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 780-670-8592	Facsimile No. – No. de télécopieur N/A	
Delivery Required - Livraison exigée See herein — Voir aux présentes	Delivery Offered - Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :		
GST or Business # - GST ou de nombre D'affaires nombre :		
If not applicable provide the Social Insurance Number (SIN) # - Si non applicable fournir le Numéro d'assurance sociale (NAS) :		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 GENERAL INFORMATION

1.1 Security Requirements

1.1.1 Before award of a contract, the following conditions must be met:

- a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; fingerprinting may be required. This information must be provided within three business days of request.

1.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.1.3 For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Part 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at 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.

1.5 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA)."



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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: *one hundred eighty (180) days*

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic transmission (email) to the RCMP will not be accepted.

The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids or amendments directed to any other location, by electronic transmission (email) or facsimile number.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Improvement of Requirement during Solicitation Period

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **Wednesday, January 17, 2018, at 1:00 pm Mountain Standard Time (MST)**. Bidders are requested to meet at the main entrance at **RCMP Jasper Detachment building located at 600 Bonhomme Street, Jasper, Alberta**.

Bidders are requested to communicate with the Contracting Authority **five (5) days** before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled Recipient Electronic Payment Registration Request along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca.



PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid - two (2) hard copies

Section II: Financial Bid - one (1) hard copy,

Section III: Certifications – one (1) hard copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid – See Annex B

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

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

Section II: Financial Bid – See Annex C

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

Section III: Certifications – See Annex D

Bidders must submit the certifications required under Part 5.



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Submission of Evidence as described below MUST be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive. The evidence provided by the bidder may be verified. The RCMP reserves the right to verify information for completeness and accuracy and to confirm the satisfaction of the references' named in the evidence of services provided.

4.1.1.1 Mandatory Technical Criteria – See Annex B

The Mandatory technical evaluation criteria are included in Annex B.

The Bidder must provide in its proposal the supporting documentation and data as specified in Annex B, failure to comply with this request will render the bid non-responsive and no further consideration will be given.

At bid closing time, **the bidder must comply with ALL Mandatory Requirements** and provide the necessary documentation to support compliance as listed in Annex B.

4.1.2 Financial Evaluation – See Annex C

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

The total evaluated price will be calculated in the following method using information provided by bidder - Annex C, the Basis of Payment:

Snow Clearing Services:

4.1.2.1 Pricing Schedule 1: Snow Clearing Firm Monthly Price:

The Firm Monthly Rates provided by the bidder in Annex C for all years including the option year(s) will be subtotalled for each column. The Subtotal of columns A), B), C), and D) will be added together, to equal the Total Firm Monthly Bid Price for Snow Clearing Services Evaluation.

In the event the Contract Start Date commences after the first month in the service season, the Basis of Payment will be changed to reflect the time frame, based on the Contract Start Date, defined by the Contracting Authority.

Also, if the Contract Start Date would commence with less than half of a normal six (6) month service season, the Basis of Payment will be revised to commence the first month of the following season.

4.2 Basis of Selection

A bid **must** comply with all requirements of the bid solicitation and **meet all mandatory technical evaluation criteria**, in order to be declared responsive. The responsive bid(s) with the lowest evaluated price per services will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Education and Experience – See Annex B

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – See Annex D

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:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

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#afed).

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



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Former Public Servant – See Annex D

5.2.3.2 Status and Availability of Resources – See Annex A, part 2.8

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.4 Insurance Requirements – See Annex E

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 "E".

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.

The policy minimum limits are:

- A) \$2,000,000 Each Occurrence Limit;
- B) \$5,000,000 General Aggregate Limit per policy year, if the policy contains a General Aggregate; and
- C) \$2,000,000 Products/Completed Operations Aggregate Limit. Umbrella or excess liability insurance may be used to achieve the required limits.



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 Requirement – See Annex F

6.1.1 The following security requirement (SRCL and related clauses) apply and form part of the Contract.

The contractor is required to have all Contractor personnel working on site to be security cleared at the level of **Facility Access 1 Clearance (FA-1 Public Access Zone, No-Escort Required)** for trades work (exterior work – Snow Clearing, Removal and Landscaping) as required, as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

6.2 Statement of Work

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

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/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

The proposed period of the Contract is during a **Twenty-Four (24) month period** from **the Contract Start Date**, covering the actual work to be performed during each winter season, which normally consists of a **six (6) month period** from **November 1st through April 30th**.

In the event the Contract Start Date commences after the first month in the service season, the contract period will be changed to reflect the time frame, based on the Contract Start Date defined by the Contracting Authority, resulting in a contract period of less than twenty-four (24) months.

Also, if the Contract Start Date would commence with less than half of a normal six (6) month service season, the Contract period will be revised to commence the first month of the following season, therefore resulting in a twenty-four (24) month contract period.



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 twelve (12) month period covering the actual work to be performed during each winter season**, which normally consists of a **six (6) month period from November 1st through April 30th**, under the same terms and 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 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified on page 1 of the Invitation to Tender.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Balaski
Title: Procurement & Contracting Officer
Department: Royal Canadian Mounted Police
Directorate: Procurement & Contracting Services Unit
Mailing Address: 11140 – 109th Street, Edmonton, AB, T5G 2T4
Telephone: 780-670-8592
E-mail address: shawn.m.balaski@rcmp-grc.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: [\(The Project Authority will be identified at Contract Award\)](#)

Name: _____
Title: _____
Department: _____
Directorate: _____
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 Site Authority

The Site Authority for the Contract is: [\(The Site Authority will be identified at Contract Award\)](#)

Name: _____
Title: _____
Department: _____
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Site 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 Site Authority, however the Site 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.

6.5.4 Contractor's Representative

The Contractor's Representative responsible for general enquiries and delivery follow-up is:
[\(The Contractor's Representative will be identified at Contract Award\)](#)

Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
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 – Firm Price, Snow Clearing Services

6.7.1.1 Monthly Payment - Annex C, Table 1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive price per month for a cost of \$_____ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) All such documents have been verified by Canada;
- c) The Work performed has been accepted by Canada.

6.7.2 Limitation of Expenditure

- 1) Canada's total liability to the Contractor under the Contract must not exceed \$_____ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.
- 2) No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum.

- a) When it is 75 percent committed, or
 - b) Four (4) months before the contract expiry date, or
 - c) As soon as the Contractor considers that the contract funds are inadequate for the completion of the Work whichever comes first.
- 3) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Discretionary Audit

6.7.3.1 The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

6.7.3.2 Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.8 Invoicing Instructions

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, which can be found under section 6.3.1. Invoices must not be submitted until all work identified on the invoice has been completed.
- 2) Invoices must be distributed as follows:
 - a) One (1) original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment, on the first working day of the following month. The address where the invoices are to be sent to, will be indicated at Contract Award.

6.9 Certifications

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 the Province of _____. *(Insert the name of the province)*



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 \(2016-04-04\), General Conditions - Services \(Medium Complexity\)](#);
- c) Annex A, Statement of Work;
- d) Annex C, Basis of Payment;
- e) Annex F, Security Requirements Check List;
- f) Annex E, Insurance Requirements;
- g) The Contractor's bid dated _____. (To be entered at contract award)

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.13 SACC Manual Clauses

[A9068C \(2010-01-11\), Government Site Regulations](#)



6.14 Insurance – Specific Requirements – See Annex E

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15 Environmental Considerations:

Deliverables:

- a) Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
- b) When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- c) Recycle unneeded printed documents (in accordance with Security Requirements).



ANNEX A

STATEMENT OF WORK

Snow Clearing Services Specifications

The Royal Canadian Mounted Police (RCMP) Jasper Detachment in Jasper, Alberta has a requirement for seasonal Snow Clearing Services during a **Twenty-Four (24) month period**, covering the actual work to be performed during each winter season, which normally consists of a **six (6) month period** from **November 1st through to April 30th**, with the irrevocable option to extend for **Two (2) - additional twelve (12) month periods**.

1 Contractor's Obligations

- 1.1 The Contractor shall furnish all components, labour, vehicles, ice control products, equipment, tools, sub-contracts, and all other goods and services to provide the following services, which are to be performed in accordance with the terms and conditions of this contract.

1.1.1 Snow and Ice Control

Upon request of the RCMP Site Authority, or commencing the work prior to 07:00 a.m., Monday through Saturday, the contractor shall provide all Snow and Ice Control services on and around all roadways, parking lots, sidewalks and building access points (entrances, exits, doorways, steps, stairs, staircases, ramps, loading docks, etc.), buildings fire lanes, access to and around hydrants, fuel supply pipes, garbage receptacle lanes, emergency paths, open spaces, from and in front of benches, etc.

This includes, removal by hand clearing, sweeping, mechanical snow blowing, plowing, transporting, shoveling, removing, and de-icing.

2 Snow and Ice Control

- 2.1 This is the general scope of work for all Snow and Ice Control.
- 2.2 Detailed description of the Contractor's responsibilities to deliver these services is provided below.
- 2.3 Pre- Winter Preparations
- 2.3.1 The Contractor is obliged to participate in a site inspection prior to the commencement of the Contract. All site damage at that time will be noted in writing and accompanied by photos of the damaged area. At the end of the snow season, the Contractor is obligated to participate in a site inspection to document damages caused by the contractor during the snow plowing operations. The deadline for the Contractor to complete the repair process, at their expense, is by **May 31st of that year**. The RCMP Site Authority reserves the right to expedite repairs at any time following that date at the Contractor's expense for damages, if the contractor has not responded.
- 2.3.2 The Contractor is fully responsible to provide, install and maintain, T-Post markers (c/w a reflective band) in consultation with the RCMP Site Authority, where the transition is from asphalt to grass to reduce damage during plowing operations.
- 2.3.3 The Contractor is also responsible to provide, install and maintain T-Post markers to identify any roadways, walkways, parking lot edges, islands, walkway curbs, emergency walkways and other areas such as culverts and fixtures, which require visual assistance during inclement weather. T-Post markers or approved hydrant markers should be installed on all fire hydrants and Siamese connections.



- 2.3.4 The Contractor shall place warning markers around the perimeter of prominent shrubs, trees, and garden beds to adequately protect all trees and shrubs adjacent to snow clearing areas. Snow shall not be pushed or piled around or against any shrubs or landscaping on the property, nor against the walls of the buildings and/or fences, without the permission of the RCMP Site Authority.

2.4 Snow and Ice Clearing

- 2.4.1 The Contractor shall clear and remove snow, ice and drifting snow, supply and spread sand, and an approved ice control agent or using a mixture of sand and an approved ice control agent to prevent slippery conditions on all areas such as, roadways, emergency paths, parking lots, fire routes, sidewalks, steps, doorways, ramps, loading docks, emergency exits, oil filler pipes, fire hydrants, and pumps, drainage systems and refuse bins.
- 2.4.2 The clearing of snow and maintenance of all affected areas includes the application of an approved ice control agent to remove ice patches that might occur as a consequence of melting and freezing snow accumulations, freezing rain, etc.
- 2.4.3 In the event of continuing snowfall, the Contractor shall clear and remove snow, and make every effort, so that an accumulation of snow **not greater than 5cm (two inches, 2")** will remain at any time.
- 2.4.4 The Contractor shall provide regular inspections of the premises to ensure that snow clearing and de-icing activities are undertaken in a timely manner and to prevent the formation of hazardous snow or ice conditions. It is the responsibility of the Contractor to be aware of site conditions and to respond accordingly, as per terms of this contract.
- 2.4.5 The Contractor **MUST** be constantly informed of the current weather forecasts in order to be pro-active to respond to snow clearing, removal and ice control demands. The RCMP Site Authority should not have to contact the Contractor to attend to any services covered within this Contract. However, in the event of unforeseen circumstances, where RCMP deems it necessary, the Contractor can be called to attend to the site by the RCMP Site Authority to perform such services as covered under the terms of this contract.

The Contractor shall not refuse any call-out and will be prepared to respond on site with all necessary equipment and sufficient crewmembers within three (3) hours of the initial call-out.

In the event that situations arise where the safety of people using the site is in doubt, the response should be immediate. Such instances will be referred to as "requiring immediate attention" and the three-hour window does not apply.

- 2.4.6 All fire lanes, fire hydrants and emergency exits and entrances shall be free of snow, ice and other obstructions. All roadway signs, parking and directional signs shall remain unobstructed after each snowfall.

2.5 Sanding and Salting

- 2.5.1 Ice control operations shall be provided when conditions warrant and/or when deemed necessary by the RCMP Site Authority.
- 2.5.2 Ice control agents could consist of sand, commercial ice melting products and salt in accordance with all environmental laws of the Province in which the work is being performed.
- 2.5.3 Ice control agents shall be used on all walkways and ingress/egress areas. When conditions warrant the Contractor will use sand or salt when other ice control agents become ineffective due to weather conditions to ensure the safety of those using the site.



- 2.5.4 Any excess accumulation or accidentally dumped ice control agents must be immediately removed by the Contractor and swept up at the Contractor's expense. It is the responsibility of the Contractor to recognize such instances and respond. The RCMP Site Authority reserves the right to determine excess accumulation or applications of ice control agents and will request the Contractor to clean up same should the Contractor not do so on his own accord.
- 2.5.5 Contractors shall endeavor to use environmentally friendly ice control agents where possible. In the event that such products are utilized in the performance to Services under this Contract, the Contractor shall verify the use of such product for the compatibility with ground surface to ensure that any warranties for the site are not voided (i.e. landscaping, paving stones, concrete, etc.).
- 2.6 Snow Placement on site & Removal from site
- 2.6.1 The Contractor shall be permitted to pile snow in only those areas designated for such purpose. When piling and hauling snow the Contractor shall make every effort to ensure that property and landscape damage does not occur.
- 2.6.2 The Contractor shall be responsible for any and all costs related to the removal and disposal of snow off site. The Contractor must abide by all Municipal, Provincial, and Federal regulations that apply to the disposal of said snow and is solely responsible for securing approval permits for all snow disposal activities, as necessary
- 2.6.3 Repositioning of stored snow on site, at the request of the RCMP Site Authority is to be considered part of this contract. The Contractor, at no additional cost will move stored snow to a new storage location on-site at the request of the RCMP Site Authority.
- 2.7 Schedule
- 2.7.1 The contractor will have commenced snow clearing operations by thirty (30) minutes prior to the commencement of normal business hours or by 7:00 a.m., whichever is sooner.
- 2.7.2 Where snow clearing is required during normal business hours, priority shall be given to the removal of snow from all main entranceways, fire and emergency exits, walkways and shipping/receiving docks/areas and roadways. Staff parking areas will be cleared following the aforementioned requirements.
- 2.8 Availability and Response Times
- 2.8.1 The Contractor shall be available for snow clearing and de-icing on a twenty-four (24) hour, seven (7) day a week basis.
- 2.8.2 The Contractor shall provide the RCMP Site Authority with a contact name and telephone/pager number for call-out purposes. A telephone answering service/machine is not acceptable.
- 2.8.3 The Contractor shall be available at all times and shall not refuse any call for service requested by the RCMP Site Authority. The time lapse between the initial call-out and the point at which the Contractor is on site with all necessary equipment and manpower shall not be greater than three (3) hours.
- 2.9 Personnel & Supervision
- 2.9.1 The Contractor is responsible for supplying qualified trained personnel.
- 2.9.2 The Contractor shall ensure that the work is competently supervised, at all times.



2.10 Site Conditions

- 2.10.1 The Contractor must ensure that the tenant's operations can be maintained with minimal disruption.
- 2.10.2 The Contractor shall not store equipment of any type on, or at the site where the Service is being performed, unless otherwise authorized in writing by RCMP Site Authority.
- 2.10.3 The Contractor shall protect the premises and any property adjacent to the Property from damage. The Contractor shall be responsible for any such damage, which may arise as the direct result of the Contractor's performance of services under the Contract.
- 2.10.4 All site dimensions and conditions must be verified by the Contractor.
- 2.10.5 All utilities and services (i.e. electrical, plumbing, or waterworks etc.) shall be located by the Contractor through the appropriate authorities prior to commencing of the Services. Damaged utilities and services shall be repaired immediately at the Contractor's expense to the satisfaction of the RCMP Site Authority.
- 2.10.6 The Contractor shall not load or permit to be loaded any part of its equipment or material used in the connection with the Service which bear such weight or force that it or they will or could endanger:
 - i. The personal safety of persons located at the site
 - ii. The structural integrity or appearance of the Property, any part thereof, including any fixture or chattels located thereon, or
 - iii. The structural integrity or appearance of any adjacent property.

2.11 Safety

- 2.11.1 The Contractor shall carry out the Services in a safe and efficient manner as would normally be required for any type of work being performed.
- 2.11.2 All Service shall be in strict accordance with all Workplace Health and Safety standards, and any other applicable laws, bylaws, regulations or statutes, whether Municipal, Provincial or Federal.
- 2.11.3 All worker injury or accident shall immediately be reported to the RCMP Site Authority.
- 2.11.4 All equipment operators shall be qualified and experienced with equipment being operated and licensed by the authority having jurisdiction.

2.12 Damage

- 2.12.1 The Contractor shall be responsible for any damage incurred, whether by direct action or by omission of duty, during the execution of the services of this contract, and shall at no expense to RCMP repair damage to the satisfaction of the RCMP Site Authority.
- 2.12.2 The Contractor shall immediately report any property damage, to RCMP Site Authority.
- 2.12.3 Where damage affects the business operation or building services (ie. fire hydrants, light standards, car plugs, valve boxes, etc.) a RCMP Site Authority shall determine if the repair is to be commenced and completed immediately, same shall be completed by the Contractor to the satisfaction of the RCMP Site Authority. If the repair is to be deferred until spring, it will be completed **no later than May 31st of the current year** and shall be to the complete satisfaction of the RCMP Site Authority.



2.12.4 RCMP reserves the right to withhold payment in an amount consistent with the cost to repair said damage. The deadline for the process to complete post winter clean up and damage repair is **May 31st of that year**. Should repairs or clean up remain incomplete, and the Contractor has not responded **after May 31st**, RCMP can at their own discretion effect repairs and/or clean up and apply the cost of same to any amounts owed to the Contractor.

2.13 Equipment

2.13.1 The Contractor shall provide the following:

- Supply all suitable equipment and trained manpower required for all Snow and Ice Control services to satisfy the performance of the scopes of work described within this contract.
- Equipment shall be in very good mechanical condition and be free of defects.
- Equipment shall be maintained properly to prevent leaks and spills of fuels, lubricants, hydraulic fluid, or coolants.
- The Contractor shall replace or repair immediately any equipment that is defective or damaged.
- The Contractor shall only use rubber-tired equipment. The use of non-rubber tired equipment must receive the consent, in writing, by the RCMP Site Authority in order that it may be used.
- All snow clearing and removal equipment must be equipped with any and all safety equipment (ie. amber flashing lights, front and rear lights, backup alarm, etc.) as specified by any Municipal, Provincial, or Federal laws or regulations.
- Any provincial requirements for permits to be displayed on snow clearing and removal equipment must be adhered to.
- The Contractor shall not leave any equipment idling and unattended under any circumstances.
- Equipment with a fuel capacity exceeding ten (10) litres shall not be refueled on site.
- Refueling of equipment must be done in a way to avoid any spills entering the environment. This may include the use of containment measures such as tarps/plastic beneath the fill port of the equipment and fuel storage transfer devices which are in good, non-leaking condition.
- Store, handle and dispose of fuel, wastes and hazardous waste materials properly and in accordance with all relevant municipal, provincial, and federal legislation.
- Contingency plans for the cleanup of spills shall be prepared prior to the commencement of work. Ensure suitable clean up materials are on site. In the event of any reportable petroleum products or hazardous materials spills, the spill must be captured, contained and cleaned immediately and the appropriate authorities must be notified. Ensure emergency contact numbers are available on site.



2.14 Post Winter Clean Up

2.14.1 The Contractor shall be held responsible for the clean-up of the site (to be power swept) following the last snowfall, **but no later than May 31st of that year**. This includes the removal of all grit materials used, be they sand or other. The replacement of any turf/shrubs/trees as a result of Snow and Ice Control activities. The general condition of the site should be consistent with its condition of the previous fall.

2.14.2 All markers are to be removed not later than May 31st, of each year of the contract.

2.15 Submittals

Within fifteen (15) days after award of the Contract, The Contractor will submit the following to RCMP Site Authority.

- Copy of Provincially prescribed Notice of Project and all other necessary permits, notifications and related Health and Safety documents
- Site Specific Hazard Assessment
- Site Specific Safety Plan
- Copies of all Material Safety Data Sheets for controlled products intended for use at the sites included in the Contract.

These documents should be directed to the RCMP Site Authority.

2.16 Reporting

2.16.1 The Contractor shall provide incident reports to RCMP immediately following all occurrences.

2.16.2 The Contractor shall notify RCMP immediately of any detected non-compliance or violation of RCMP, Environmental and Health and Safety requirements, which can be obtained from the RCMP Site Authority.

2.16.3 The Contractor will maintain a daily log of all site visits, accurately and completely describing site conditions, time and length of visits, and ice-control treatments performed. The Contractor shall make these reports available upon request by RCMP.

2.17 Deliverables

2.17.1 Provide and transmit draft reports, and final reports in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Contracting Authority.

2.17.2 When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.

2.17.3 Recycle unneeded printed documents.



2.18 Shipping

2.18.1 Where applicable, suppliers are encouraged to:

- Minimize packaging
- Include recycled content in packaging;
- Re-use packaging;
- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.

2.19 Operational Meetings

2.19.1 The Contractor shall hold seasonal (fall and spring) operational review meetings with the RCMP Site Authority. These meetings will provide a valuable opportunity for both parties to evaluate performance and discuss any issues such as problem identification and resolution, continuous improvements, special projects undertaken in the reporting period, general issues or concerns, financial issues and environmental health and safety issues. The Contractor will keep minutes and provide a copy to RCMP. The frequency of these meetings may be adjusted if deemed necessary and agreed upon by both parties, but a minimum, one meeting will be held per year.

2.19.2 The Contractor shall participate in a pre-job meeting before commencing the work, as required by RCMP.

2.19.3 RCMP reserves the right to request the Contractor to meet with the RCMP Health and Safety Coordinator to review all health and safety issues that may be impacted by the execution of this Contract.

2.20 Travel Requirements/Meetings

2.19.1 Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;

2.19.2 Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.

2.19.3 Contractors are encouraged to use of public/green transit where feasible.



ANNEX B

MANDATORY TECHNICAL CRITERIA

SNOW CLEARING SERVICES

NOTE: Bidders must provide Annex B and supporting documentation & data in accordance with Table below for Snow Clearing Services.

Bids without support data attached will be considered non-responsive and no further consideration will be given.

Complete below by circling (YES or NO) as applicable and clearly label all attached supporting documentation & data with the appropriate Requirement Description Item # (Example: M1.1, M2.2 etc.)

Item	Snow Clearing Services - Mandatory Technical Criteria	Meets / Supporting Data Attached & Labelled
<p>M1</p>	<p>Contractor Experience and Past Performance:</p> <p>To be considered for the Snow Clearing Services requirement, the Bidder must provide the following evidence of experience:</p> <p>M1.1 Confirmation of two (2) separate Snow Clearing Services projects or contracts must be provided, <u>similar to the services identified in the Statement of Work, Annex A.</u> Each project or contract must be for a duration of at least two (2) consecutive years (Winter Seasons) within the last five (5) year period.</p> <p>M1.2 For each project or contract above, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> - Name of the client organization or company. - Reference contact name, title, telephone number and/or email. - Location and address of the project or contract. - Provide a description of the project or contract. - Performance period of the project or contract identified by the start date, (day, month and year) and the completion date (day, month and year). <p>The RCMP reserves the right to use this information to substantiate experience and performance.</p>	<p>YES / NO</p> <p>(Attach and Label confirmation as M1.1)</p> <p>(Include M1.2 information within both confirmations)</p>
<p>M2</p>	<p>Assigned Supervisor Experience / Qualifications:</p> <p>To be considered for the requirement, the Bidder:</p> <p>M2.1 Must ensure and confirm that a full time supervisor is available throughout the duration of the contract.</p> <p>M2.2 Must provide the name of the assigned supervisor, title, telephone number and/or email for this contract.</p> <p>M2.3 Confirm that this assigned supervisor has a minimum of two (2) years' experience in supervising snow clearing services crews.</p> <p>The RCMP reserves the right to use this information to substantiate experience and performance.</p>	<p>YES / NO</p> <p>(Attach & Label supporting data as M2.1, M2.2 & M2.3)</p>



ANNEX C

BASIS OF PAYMENT

Bidder's Pricing – SNOW CLEARING SERVICES:

Note: Annex "C" must be completed in its entirety, including option years, for chosen bid submission or the tender/bid will be considered non-responsive and will not be evaluated.

- Prices are firm.
- Prices are to include the complete cost of performing the work under this contract.
- Firm Prices are in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

(Evaluation of Price is defined in Section 4.1.2 Financial Evaluation)

In order for a bid to be deemed responsive for Snow Clearing Services, the bidder must complete in full the Table below, providing a firm all-inclusive lot price per month including labour, supervision, material, transportation, equipment, overhead, profit and all related cost (GST/HST excluded) for Snow Clearing Services in accordance with Annex A.

SNOW CLEARING SERVICES

	Column A	Column B	Column C	Column D
Month	First, 12 Month Period – Winter Season, November 1st through April 30th	Second, 12 Month Period – Winter Season, November 1st through April 30th	Option 1, 12 Month Period – Winter Season, November 1st through April 30th	Option 2, 12 Month Period – Winter Season, November 1st through April 30th
November	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
December	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
January	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
February	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
March	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
April	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
Subtotals each column	A) \$ _____	B) \$ _____	C) \$ _____	D) \$ _____
Total Snow Clearing Services Firm Monthly Bid Price, <u>For Evaluation</u> = Subtotals A) + B) + C) + D) =				1. \$ _____



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Integrity Provisions

BIDDER'S INFORMATION

As per the new Integrity Regime within the Federal Government the following information is required from all vendors prior to contract award.

Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the quote 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 vendor of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the quote to be non-responsive.

Integrity Provisions – Required Documentation

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

Individual Corporation Joint Venture

Legal Business Name: _____

Alternate Name: _____
(Name that your company is operating under if different from Legal Business Name.)

Address: _____

City/Province: _____

Postal Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

GST or Business or SIN # _____
The entire BN or GST has 15 characters. (Ex: 123456789 RT0001)

Please note: If you do not have a GST or Business number, please provide your Social Insurance Number.

Complete list of name(s) of your Board of Directors or Owners, as applicable:

Complete Name	Please indicate if they are a Board of Director or Owner:



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

2. Former Public Servant

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

Definitions

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

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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



ANNEX D

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

b) 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.



ANNEX E

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavor 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. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act, S.C. 1993, c. J-2](#), s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX F

SECURITY REQUIREMENTS CHECK LIST

The attached document is for information purposes only



ANNEX G

BID SUBMISSION CHECKLIST

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bid Receiving / Réception des soumissions
Royal Canadian Mounted Police / Gendarmerie royale du Canada
Procurement & Contracting Services / Service des acquisitions et des marchés
Bid Receiving Unit / Groupe de réception des soumissions,
5th Floor / 5e étage,
10065 Jasper Avenue NW / 10065 Avenue Jasper N.O.
Edmonton, AB T5J 3B1

Ensure the following pages are completed in full and attached:

- Front Page of Invitation to Tender document – signed & dated
- Front Page of Amendment document(s) (if applicable) – signed & dated
- Annex B - Mandatory Technical Criteria Tables and Supporting Documentation
- Annex C - Basis of Payment – must be completed in full (all tables)
- Annex D – Certifications

Ensure you include all costs of doing business in your bid price.

(*Including insurance requirements – Annex E)