



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

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Snow and Ice Control (SNIC)	
Solicitation No. - N° de l'invitation W6837-184714/A	Date 2018-09-28
Client Reference No. - N° de référence du client W6837-18-4714	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-630-7584	
File No. - N° de dossier KIN-8-50058 (630)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-14	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Holt, Judy	Buyer Id - Id de l'acheteur kin630
Telephone No. - N° de téléphone (613) 536-4995 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RPOU (Ontario) Kingston CFB Kingston, Bldg MH36 6 Moro St KINGSTON Ontario K7K7B4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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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Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50058

Buyer ID - Id de l'acheteur
KIN630
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

The Department of National Defence, CFB Kingston, Ontario has a requirement for the supply of all labour, materials and equipment required to provide snow removal and spreading of sodium chloride and treated abrasives for 3 locations within the city of Kingston, Ontario for a period from the date of award – 15 April 2019 with three additional one year option years.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

There is a mandatory site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) 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: 60 days

Insert: 90 days

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 in the bid solicitation.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 Ontario.

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 6 Moro Street, CFB Kingston, Kingston, ON on 17 October 2018. The site visit will begin at 1000 EST, in the Main Boardroom (ask Orderly Room for directions).

Bidders must communicate with the Contracting Authority no later than 15 October 2018 at 1400 EST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "C" 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.

Section III: Certifications

Bidders must submit the certifications and additional information 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 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

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

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.

Lowest evaluated price will be calculated as follows:

- a) The Bidder's Lot pricing for all three (3) locations in Pricing Basis A, for Year One, Option Year One, Option Year Two and Option Year Three, will be totalled to arrive at the Bidder's Evaluated Price for Pricing Basis A.
- b) The Bidder's Lot pricing for all three (3) "additional" work items to be performed on an "as and when requested" basis in Pricing Basis B will be multiplied by the estimated usages provided and added together for Year One, Option Year One, Option Year Two and Option Year Three to arrive at the Bidder's Evaluated Price for Pricing Basis B.

c) The Bidder's Evaluated Prices for Pricing Basis A and Pricing Basis B will be added together to arrive at the Bidder's Aggregate Evaluated Price.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 – INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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 D.

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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk

7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 15 April 2019 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 20 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Judy Holt
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

86 Clarence Street, 2nd Floor
Kingston, ON K7L 1X3

Telephone: 613 – 536 - 4995
Facsimile: 613 – 545 - 8067
E-mail address: judy.holt@pwgsc-tpsgc.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.

7.5.2 Technical Authority – To be determined

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

In their absence, the Technical Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

7.5.3 SNIC Co-ordinator

The SNIC Co-ordinator for the Contract is: *To be determined*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

7.5.4 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

In their absence, the alternate Contractor's Representative is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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

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

7.7.2 Basis of Payment – Firm Unit Price(s) or Firm Lot Price – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*to be determined*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7.7.5 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 Direct Request by Customer Department

7.7.6 Electronic Payment of Invoices – Contract

To be determined

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any)
- (g) the Contractor's bid dated _____,

7.12 Canadian Forces Site Regulations

SACC *Manual* clause A9062C (2011-05-16) Canadian Forces Site Regulations

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

ANNEX "A"

STATEMENT OF WORK

Part 1 – GENERAL

1 – Introduction

1.1 The work under this Contract comprises the furnishing of all labour, materials and equipment required to provide snow removal and spreading of sodium chloride and treated abrasive for the following areas:

1.1.1 Fort Frontenac

After accumulation of snowfall of more than 5 cm, Priority 1 is in effect; the Contractor must:

- a) Automatically clear the principal entrances in and out of given areas from curb to curb.
- b) The earliest that snow ploughing and/or removal will commence is 05:00, and it will halt when pedestrian and/or vehicular traffic makes it dangerous to continue.

This decision will be made by the Site Authority at Fort Frontenac, or designated alternate, which could be a Commissionaire.

- c) No ploughing or removal will continue past 23:00.
- d) Accumulated snow must be completely removed within three (3) days.

1.1.2 Normandy Hall (Ontario Street)

After accumulation of snowfall of more than 5 cm, Priority 1 is in effect; the Contractor must:

- a) Automatically clear the principal entrances in and out of given areas from curb to curb.
- b) No time restriction.
- c) Snow must be ploughed and/or removed from the two paved parking areas in front of G Block.
- d) Accumulated snow must not be piled higher than 15 feet, at which point it will be required to be cut down or hauled away to the designated site.
- e) In the evening, there is no vehicle parking inside Fort Frontenac. All students are to park at Normandy Hall in the last three (3) rows for daytime and night time use.

The Contractor must clear out the parking lot in front of student parking and to plough pathways between the last three (3) rows. After clearing snow from a storm, the students are asked to move their vehicles into the cleared areas for the next night to have the snow removed from the back three (3) rows. After all snow clearing is completed, the students then go back to their designated parking spots.

If a student vehicle has not been moved, the Contractor is to clear around the vehicle(s) and notify the Technical Authority.

1.1.3 Kingston Armouries (Montreal Street), Princess of Wales' Own Regiment (PWOR)

After accumulation of snowfall of more than 5 cm, Priority 1 is in effect; the Contractor must:

- a) Automatically clear the principal entrances in and out of given areas from curb to curb.
- b) Accumulated snow must be removed **immediately. There is no room for piling snow at this location.**

1.2 These areas will include, but are not necessarily limited to, roads and parking lot driveways. During the snow removal process, no snow is to be placed on sidewalks. Drawings will be available at the site visit.

1.3 In addition to the requirement to automatically conduct snow clearance operations for snowfall accumulation in excess of five (5) cm, the Contractor must be on site and starting operations within one (1) hour of receipt of a Task Authorization to carry out any or all of the following additional work that is not covered above:

1.3.1 Ploughing/scraping of slush, ice and accumulations of snow/ice;

1.3.2 Pushing back of snow at intersections and roads;

1.3.3 Application of ice control chemicals (sodium chloride), and treated abrasives; and

1.3.4 Loading and hauling of accumulations of snow to snow dump(s) as per Item 1.6 of the Statement of Work.

1.4 Definitions

1.4.1 *SNIC:* Snow and Ice Control

1.4.2 *Abrasives:* Will consist of sand (free from loam and dry) with 100% passing a 10 mm sieve and not more than 30% passing a # 50 sieve and will be mixed with sodium chloride to a minimum mixture ratio of 10 to 1.

1.4.3 *Treated abrasives:* Sand and calcium chloride

1.4.3.1 Minimum of 10 to 1 in moderate to high traffic areas;

1.4.3.2 Minimum 6 to 1 in low traffic area and/or intersection; and

1.4.3.3 Mixture of abrasives and ice control chemicals, ratio as per para 1.4.2

1.4.4 *Ice Control Chemicals:* Sodium chloride (rock salt)

1.4.5 The following Class conditions will be used to identify acceptable accumulations of snow on road, parking surfaces and sidewalks:

1.4.5.1 Class 1: Bare pavement to maximum 2.5 cm;

1.4.5.2 Class 2: Bare pavement to maximum 4.0 cm;

1.4.5.3 Class 3: Bare pavement to maximum 5.0 cm; and,

1.4.5.4 Class 4: Bare pavement to maximum 7.0 cm.

1.4.6 *Continuous:* Without break, twenty-four (24) hours per day, seven (7) days per week from the beginning of storm to the end of the storm, except during sleet or freezing rain.

1.5 Priorities

1.5.1 All parking lots must have the accumulation of snow cleared no later than the Base Priority clearing sequence, stated below.

1.5.1.1 **Priority 1: within 24 hours**

After accumulation of snowfall of 5 cm or more Priority 1 is in effect, the contractor is to clear the principal entrances in and out of given areas from curb to curb.

1.5.1.2 If consecutive days of snowfall occurs the priority will remain the same (clearance of the roadway in and out from curb to curb). Snow must be stockpiled in designated areas until there is a break in the weather, after which snow removal will commence to the approved allocated area as listed below.

1.5.1.3 Priority 2: 24-36 hours

If consecutive days of snowfall occur, priority 2 will take effect (clearance of the roadway in and out from curb to curb). Snow must be stockpiled in designated areas until there is a break in the weather, after which snow removal will commence to the approved allocated area as listed below.

1.6 Snow Dump Area(s)

Designated area for snow dumping is located in a marked and fenced area south of Somme Rd and North of Hwy 2., in the vicinity of the Radio Tower, CFB Kingston. This area will be identified by the SNIC Co-ordinator during the site visit.

1.7 Requirements

1.7.1 The SNIC season shall be based on maximum precipitation of 230 cm of snow as per statistics provided in accordance with Environment Canada 's weather station located in Hartington, Ontario.

1.7.2 The measurement of precipitation is measured from date of Contract award until the contract expiry.

1.7.3 The SNIC season is twenty-four (24) hours per day, seven (7) days per week from date of contract award until 15th April of each calendar year covered by the Contract.

1.7.4 When the seasonal snow precipitation limit reaches 230 cm during a snowfall, the Contractor must continue to clear snow in accordance with this Contract until 23:00 hours.

1.7.5 When snow clearing is required after the 230 cm of snow precipitation has been reached as determined by Kingston Airport, the SNIC Co-ordinator will notify the Contractor and detail the priority and number of square meters of areas to be cleared.

1.7.6 Additional payments will be made based on 100 square meters of area cleared per cm of precipitation.

PART 2 - TECHNICAL DESCRIPTION

2.1 Equipment

2.1.1 The Contractor must ensure that all snow removal and sanding equipment used corresponds with the work being performed.

2.1.2 Equipment **must** include a minimum of, but is not limited to:

- One front end loader with a minimum 3 cu yd bucket,
- One 3-T truck with front and side plough
- One 18 cu. Yd. Dump truck for the hauling of snow
- One 3-T sander or approved alternate, in order to effect expedient snow removal.

- One small skid steer

2.1.3 Non-acceptable Equipment

2.1.3.1 Backhoe c/w 10 plough blades is not acceptable as the backhoe has more of a tendency/possibility to back into objects or swing into objects as it sticks out. Three (3), 4x4 half tons are not acceptable as tight quarters make it difficult for trucks to manoeuvre.

2.1.3.2 Tri-axle dump truck is not acceptable as it would be too large to get into Fort Frontenac. A tandem dump truck is a better fit considering the area size.

2.1.3.3 In the event that alternate equipment may be required, the Contractor must submit the item(s) for approval by the SNIC Co-Ordinator/Technical Authority prior to using on the site.

2.1.3.4 The Contractor must provide copies of Equipment Vehicle Ownership Certificates and Equipment Insurance and/or Rental /Lease Agreements when requested by the Technical Authority.

2.1.3.5 All vehicles must conform to the Truck Transportation Act (TTA) and the Motor Vehicle Transportation Act (MVTA). All equipment must be equipped with applicable warning lights in accordance with the Highway Traffic Act (HTA), visible from all directions, backup beepers and signs designating safety precautions.

2.1.3.6 All equipment must have an approved Ontario government vehicle inspection certification to be provided to the Technical Authority when requested.

2.1.3.7 DND reserves the right to have MTO inspect the Contractor's equipment at any time.

2.1.3.8 No storage of equipment, fuel or sand and abrasive is authorized on any DND property.

2.2 Workmanship

2.2.1 The Contractor must retain a sufficient number of licensed operators to provide continuous snow removal operations.

2.3 Site Conditions

2.3.1 Within five (5) business days of award of Contract, the Contractor and SNIC Co-ordinator will make a pre-snow removal site inspection to determine site conditions prior to any snow clearing operations.

2.3.2 At the end of the SNIC season, the Contractor and SNIC Co-ordinator, will make a post-snow removal inspection to determine extent of damages, if any, caused by the Contractor's equipment.

2.3.3 Damage to DND property

2.3.3.1 When damage occurs as a result of the Contractor SNIC operations, the Contractor must report any occurrences of damage to the Technical Authority, SNIC Co-ordinator and Contracting Authority in writing within one (1) working day. The Technical Authority/SNIC Co-ordinator will forward to the Engineer.

2.3.3.2 The Contractor will be advised in writing by the Department of National Defence of the urgency of and the time required for completion of the repair.

2.3.3.3 The Contractor must repair any and all damage caused by his personnel or equipment within thirty (30) working days or the timeframe indicated in 2.3.3.2, whichever is later, to the conditions that existed at the time of the pre-snow removal site inspection, weather/site conditions permitting.

2.3.3.4 The Contractor will take all necessary precautions to protect and prevent damage to all vehicles, trees, structures, surrounding property and installations. Damage to property and installations caused by the Contractor will be repaired without delay to the satisfaction of the Department of National Defence. Damage to any vehicles will be the Contractor's responsibility.

2.4 Priorities

2.4.1 Drawings provided at the site visit (Roads, Sidewalks and Parking areas) identify priorities.

2.4.2 Continuous SNIC operations are required to achieve a Class 3 condition for roadways and parking lots and Class 1 condition for sidewalks from the time the snowfall and/or snowstorm finishes. The maximum allowable timings, listed by Priority (as per drawings) are as follows:

- 2.4.2a.** Priority # 1: six (6) hours;
- 2.4.2b.** Priority # 2: twelve (12) hours; and
- 2.4.2c.** Priority # 3: twenty-four (24) hours)

2.4.3 Unsafe conditions: see Item 2.6.7.

2.4.4 During the course of SNIC operations, priorities may change due to operational requirements, therefore necessitating the SNIC Co-ordinator or Officer to issue new snow clearing priorities

2.4.4.1 In the event that operational requirements at the locations change, the priority of snow removal could change.

2.4.4.2 The Contractor must comply with any changes identified to them by the SNIC Co-ordinator concerning the priority and locations of the areas to be cleared, particularly for the loading/hauling of snow and the hours in which the work will be carried out.

2.5 Ploughing

2.5.1 Ploughing must be fully completed to achieve Class 3 condition on roadways to the full width of the asphalt pavement (curb to curb), parking areas or other travelled surfaces. It is the Contractor's responsibility to clear the roads by pushing and banking snow and/or ice along the roads or onto adjacent areas as appropriate. Snow must not be pushed or banked onto sidewalks, fences, transformers or buildings.

2.5.2 The edges of the roads must be cleared to a minimum of one (1) metre on each side of the full width and windows kept to a maximum of one (1) metre in height.

2.5.3 Windows ploughed in by the Ministry of Transportation Ontario or City of Kingston at all entrances must be removed by the contractor.

2.6 Snow and Ice Control Materials

- 2.6.1** Treated abrasives and ice control chemicals must be supplied by the Contractor.
- 2.6.2** Loading of treated abrasives and ice control chemicals is the Contractor's responsibility.
- 2.6.3** Treated abrasive materials, ice melting chemicals or mixtures thereof must be spread to prevent slipping and skidding.
- 2.6.4** The winter maintenance charts of the Ontario Department of Highways must be used as a general guide in the application of materials for the prevention of ice formation on the roads.
- 2.6.5** Treated abrasives must be spread on the roads, sidewalks and parking areas.
- 2.6.6** Particular attention must be paid to entrances.
- 2.6.7** Where unsafe conditions (i.e. slippery intersections, parking lots and sidewalks) constitute a safety hazard, treated abrasives must be applied within one (1) hour of receipt of Task Authorization regarding that condition.
- 2.6.8** DND reserves the right to correct any unsafe conditions the Contractor has not responded to within the limits identified in Item 2.6.7.

Any costs incurred by DND to correct the conditions will be billed separately to the Contractor.

2.7 Loading, Hauling and Disposal

- 2.7.1** When the pushing or banking of snow can no longer be done, it must then be loaded by mechanical means and hauled to an authorized snow dump identified in Item 1.6. Accumulations of snow and/or ice must be removed within seventy-two (72) hours of the completion of a snowstorm. Parking areas as designated by the SNIC Co-ordinator or Officer and identified on the maps must be cleared of snow and/or ice to achieve Class 3 condition.
- 2.7.2** Intersections must be cleared of windows to a minimum of 3 metres in all directions from the edge of the intersection.
- 2.7.3** The Contractor must haul snow to the designated snow dump after each snow clearing operation. The Contractor must remove snow from 05:00 hours to 23:00 hours.
- 2.7.4** The Contractor must use sufficient equipment and trucks to permit uninterrupted hauling of snow until the removal is complete.

PART 3 – REFERENCES

3.1 Drawings

- 3.1.1** Drawings for both Fort Frontenac/Normandy Hall, and the Armouries, will be provided at the site visit.

3.2 Fire Safety

- 3.2.1** The SNIC Co-ordinator will co-ordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief before any work commences.

3.3 Reporting Fires:

3.3.1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.

3.3.2 Report immediately, all fire incidents to the Fire Department as follows:

- a. Activate nearest fire alarm box; or
- b. Telephone
- c. Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.
- d. When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

3.3.3 Supply fire extinguishers, as scaled by the Base Fire Chief, necessary to protect the work in progress and the Contractor's physical plant on site.

3.4 Flammable and Combustible Liquids:

- a. The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- b. Fuel tanks shall be double-walled or dyked and be grounded and bonded together.
- c. Fuel tanks to be labelled indicating contents and labels to be of a size that can be seen from a minimum distance of eight (8) metres.
- d. Flammable liquids having a flash point below 38 degrees celsius such as naphtha or gasoline, shall not be used as solvents or cleaning agents.
- e. Direct any questions or clarifications on Fire Safety in addition to the above requirements to the Base Fire Chief.

PART 4 - QUALITY ASSURANCE

4.1 Authorized Representatives

4.1.1 The Technical Authority, along with an assistant, will ascertain that all work is performed in accordance with the specifications.

4.1.2 The SNIC Co-ordinator and Technical Authority will be identified at sections 7.5.3 and 7.5.2 of the Contract.

4.1.3 The Contractor will provide, in writing, his representative and alternate representative who can be reached at all times, twenty-four (24) hours per day, seven (7) days per week.

- a. During operations, the Contractor's representative and/or alternate representative must be available either in person or over the phone.
- b. In the event of a change of Contractor's representative and/or alternate representative, the Contractor must immediately notify both the Contracting Authority and the SNIC Co-ordinator and confirm the appointment in writing without delay. The Contracting Authority will issue an amendment to reflect the change to the Contractor's representative or alternate representative.'

ANNEX "B"

BASIS OF PAYMENT

1. PRICING BASIS "A"

Pricing is FOB Destination. GST/HST as applicable must be shown as a separate item on all invoices.

Note: NO CHARGES FOR PRICING BASIS "B" ARE ALLOWABLE UNLESS THE CONTRACTOR IS GIVEN WRITTEN AUTHORITY BY THE TECHNICAL AUTHORITY PRIOR TO THE WORK BEING DONE.

1.1 Fixed Price

All-inclusive fixed price, for the Snow and Ice Control (SNIC) season, based on a maximum precipitation of 230 cm of normal snow determined by Kingston Airport for all areas during the period from contract award to 15 April 2019 and for the three irrevocable one-year option years. If total precipitation does not exceed this figure, the Total Lot Price sum will be paid for the snow season.

1.1.1 Year 1 - Following are the Firm Lot Prices for snow ploughing, removal and spreading of abrasives for the snow season from date of Contract award to 15 April 2019:

(a) Fort Frontenac, Ontario Street, Kingston	\$ _____/lot
(b) Normandy Hall, Ontario Street, Kingston	\$ _____/lot
(c) PWOR, Armoury, Montreal Street, Kingston	\$ _____/lot
TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)	\$ _____/lot

1.1.2 Option Year 1 - Following are the Firm Lot Prices for snow ploughing, removal and spreading of abrasives from 16 April 2019 to 15 April, 2020:

(a) Fort Frontenac, Ontario Street, Kingston	\$ _____/lot
(b) Normandy Hall, Ontario Street, Kingston	\$ _____/lot
(c) PWOR, Armoury, Montreal Street, Kingston	\$ _____/lot
TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)	\$ _____/lot

1.1.3 Option Year 2 - Following are the Firm Lot Prices for snow ploughing, removal and spreading of abrasives from 16 April 2020 to 15 April, 2021:

(a) Fort Frontenac, Ontario Street, Kingston	\$ _____/lot
(b) Normandy Hall, Ontario Street, Kingston	\$ _____/lot
(c) PWOR, Armoury, Montreal Street, Kingston	\$ _____/lot
TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)	\$ _____/lot

1.1.4 Option Year 3 - Following are the Firm Lot Prices for snow ploughing, removal and spreading of abrasives from 16 April 2021 to 15 April, 2022:

(a) Fort Frontenac, Ontario Street, Kingston	\$ _____/lot
(b) Normandy Hall, Ontario Street, Kingston	\$ _____/lot
(c) PWOR, Armoury, Montreal Street, Kingston	\$ _____/lot
TOTAL LOT PRICE FOR ALL THREE LOCATIONS: (HST Excluded)	\$ _____/lot

1.2 INVOICES

1.2.1 Year 1 - Invoices for Pricing Basis A must be submitted no later than five working days after the following dates and to the maximum percentage indicated in the following key:

31 December 2018 Maximum of 13% of the total, indicating the dollar value for each location
31 January 2019 Maximum of 25% of the total, indicating the dollar value for each location
28 February 2019 Maximum of 25% of the total, indicating the dollar value for each location
31 March 2019 Maximum of 25% of the total, indicating the dollar value for each location
15 April 2019 Balance Owing, indicating the dollar value for each location

1.2.2 Option Year 1

31 December 2019 Maximum of 13% of the total, indicating the dollar value for each location
31 January 2020 Maximum of 25% of the total, indicating the dollar value for each location
28 February 2020 Maximum of 25% of the total, indicating the dollar value for each location
31 March 2020 Maximum of 25% of the total, indicating the dollar value for each location
15 April 2020 Balance Owing, indicating the dollar value for each location

1.2.3 Option Year 2

31 December 2020 Maximum of 13% of the total, indicating the dollar value for each location
31 January 2021 Maximum of 25% of the total, indicating the dollar value for each location
28 February 2021 Maximum of 25% of the total, indicating the dollar value for each location
31 March 2021 Maximum of 25% of the total, indicating the dollar value for each location
15 April 2021 Balance Owing, indicating the dollar value for each location

1.2.4 Option Year 3

31 December 2021 Maximum of 13% of the total, indicating the dollar value for each location
31 January 2022 Maximum of 25% of the total, indicating the dollar value for each location
28 February 2022 Maximum of 25% of the total, indicating the dollar value for each location
31 March 2022 Maximum of 25% of the total, indicating the dollar value for each location

15 April 2022 Balance Owing, indicating the dollar value for each location

2.0 PRICING BASIS "B" – ADDITIONAL REQUIREMENTS

2.1 Year 1:

2.1.1 Price Per Snowfall

If total precipitation exceeds 230 cm of normal snow or if the Snow & Ice Control Co-ordinator requests snow clearing for areas not specified on the drawing, an additional payment will be made based on 100 square metres of area cleared per cm of precipitation.

The contractor shall only clear these designated areas when authorized by the SNIC Technical Authority or Site Authority for the respective location.

Area: 100 square metres per centimetre of snow

- a) Unit Price: \$_____ per 100 square metres per centimetre of snowfall (estimated at 2000 sq. metres)

2.1.2 Spreading of Chloride

Spreading of chloride includes all labour, materials and equipment, performed "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

- a) Unit Price: \$_____ per Metric Tonne (estimated at 100 metric tonnes)

2.1.3 Spreading of Treated Abrasives (Mixture of Sand and Sodium Chloride)

All inclusive price for the supply and spreading of treated abrasives "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

- a) Unit Price: \$_____ per Metric Tonne (estimated at 150 metric tonnes)

2.2 Option Year 1

2.2.1 Price Per Snowfall

If total precipitation exceeds 230 cm of normal snow or if the Snow & Ice Control Co-ordinator requests snow clearing for areas not specified on the drawing, an additional payment will be made based on 100 square metres of area cleared per cm of precipitation.

The contractor shall only clear these designated areas when authorized by the SNIC Technical Authority or Site Authority for the respective location.

Area: 100 square metres per centimetre of snow

- a) Unit Price: \$_____ per 100 square metres per centimetre of snowfall (estimated at 2000 sq. metres)

2.2.2 Spreading of Chloride

Spreading of chloride includes all labour, materials and equipment, performed "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 100 metric tonnes)

2.2.3 Spreading of Treated Abrasives (Mixture of Sand and Sodium Chloride)

All inclusive price for the supply and spreading of treated abrasives "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 150 metric tonnes)

2.3 Option Year 2

2.3.1 Price Per Snowfall

If total precipitation exceeds 230 cm of normal snow or if the Snow & Ice Control Co-ordinator requests snow clearing for areas not specified on the drawing, an additional payment will be made based on 100 square metres of area cleared per cm of precipitation.

The contractor shall only clear these designated areas when authorized by the SNIC Technical Authority or Site Authority for the respective location.

Area: 100 square metres per centimetre of snow

a) Unit Price: \$_____ per 100 square metres per centimetre of snowfall (estimated at 2000 sq. metres)

2.3.2 Spreading of Chloride

Spreading of chloride includes all labour, materials and equipment, performed "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 100 metric tonnes)

2.3.3 Spreading of Treated Abrasives (Mixture of Sand and Sodium Chloride)

All inclusive price for the supply and spreading of treated abrasives "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 150 metric tonnes)

2.4 Option Year 3

2.4.1 Price Per Snowfall

If total precipitation exceeds 230 cm of normal snow or if the Snow & Ice Control Co-ordinator requests snow clearing for areas not specified on the drawing, an additional payment will be made based on 100 square metres of area cleared per cm of precipitation.

The contractor shall only clear these designated areas when authorized by the SNIC Technical Authority or Site Authority for the respective location.

Area: 100 square metres per centimetre of snow

a) Unit Price: \$_____ per 100 square metres per centimetre of snowfall (estimated at 2000 sq. metres)

2.4.2 Spreading of Chloride

Spreading of chloride includes all labour, materials and equipment, performed "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 100 metric tonnes)

2.4.3 Spreading of Treated Abrasives (Mixture of Sand and Sodium Chloride)

All inclusive price for the supply and spreading of treated abrasives "as and when requested" by the SNIC Technical Authority or Site Authority for the respective location.

Unit of Issue: Metric Tonne

a) Unit Price: \$_____ per Metric Tonne (estimated at 150 metric tonnes)

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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)

ANNEX "D" **INSURANCE REQUIREMENTS**

1. 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 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.

2. The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation
W6837-184714/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50058

Buyer ID - Id de l'acheteur
KIN630
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

DND 626 TASK AUTHORIZATION FORM

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

[illegible]

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.