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|---|--|---|--|
| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p> | <p>Title – Titre Snow Clearing at the Pickle Lake Weather Station</p> | | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000047221</p> | | |
| | <p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-12-10</p> | | |
| | <p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2019-12-24</p> | <p>Time Zone – Fuseau horaire Eastern Standard Time</p> | |
| | <p>F.O.B – F.A.B Destination</p> | | |
| | <p>Address Enquiries to - Adresser toutes questions à Lana Hunt lane.hunt@canada.ca</p> | | |
| | <p>Telephone No. – N° de téléphone 604-666-6618</p> | <p>Fax No. – N° de Fax</p> | |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-02-01</p> | | |
| | <p>Destination - of Services / Destination des services Ontario</p> | | |
| | <p>Security / Sécurité There is no security requirement associated with this requirement.</p> | | |
| <p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p> | | | |
| <p>Telephone No. – N° de téléphone</p> | <p>Fax No. – N° de Fax</p> | | |
| <p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p> | | | |
| <p>Signature</p> | <p>Date</p> | | |

Cover page (signed) must be submitted together with the Bidder's proposal.

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TITLE: Snow Clearing at the Pickle Lake Weather Station**PART 1 – GENERAL INFORMATION****1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS**1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):**Delete:** In its entirety**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:****Delete:** In their entirety**Insert:** "Deleted"**At Section 17 Joint Venture, Subsection 17 (1) b.:****Delete:** "the Procurement Business Number of each member of the joint venture,"**Insert:** "Deleted"**At Section 20 Further Information, Subsection 20 (2):****Delete:** In its entirety**Insert:** "Deleted"**At Section 05 Submission of Bids, Subsection 05 (4)****Delete:** "sixty (60) days"**Insert:** "one hundred and twenty (120) days"**2. Submission of Bids**

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

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

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.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

In order to be considered, bids must be received no later than 1500h (3:00 p.m.) (Eastern Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Lana Hunt
Solicitation Number: 5000047221

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted.

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

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

1.1 Price Breakdown

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

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm monthly rate, inclusive of overhead and profit.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the Ontario Region.
- (ii) travel between the successful bidder's place of business and the Ontario Region and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

(b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.

(c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.

(d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
 - (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
 - (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- 1.2** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

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

1.2 Technical Evaluation

1.2.1. Mandatory Technical Criteria

Mandatory criteria is assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

| Number | Criterion | Met/Not Met | Page Number |
|--------|---|-------------|-------------|
| MT1 | The Bidder must demonstrate that its Proposed Site Supervisor has a minimum of 2 years of experience as a site supervisor for landscaping/snow removal. The Bidder must identify and provide the curriculum vitae of its Proposed Site Supervisor. | | |
| MT2 | The Bidder must certify that the Bidder and all proposed resource(s) who will perform Work under the resulting Contract must perform the first snow plough activity early enough to permit the clearance of the roadways and parking areas <u>prior to 5:00 a.m.</u> Service Certification must be provided with bid - Refer to Annex D | | |

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

| Number | Criterion | Met/Not Met | Page Number |
|--------|--|-------------|-------------|
| MF1 | The maximum budget allocated for this project must not exceed \$44,500.00 , applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount. | | |

1.3.2 Evaluation of Price

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

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at

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

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

3. Certifications Required with the Bid

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

1. Service Certification at Annex D

PART 6 – INSURANCE REQUIREMENTS

1. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within 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.

PART 7 - RESULTING CONTRACT

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

Title: Snow Clearing at the Pickle Lake Weather Station

1. Security Requirement

- 1.1 There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010C (2018-06-21) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010C is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

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

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

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lana Hunt
Procurement Specialist
Environment Canada
Procurement and Contracting Division
201 – 401 Burrard Street
Vancouver, B.C. V6C 3S5
Tel: 604-666-6618
E-Mail: lane.hunt@canada.ca

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

5.2 Technical Authority

- Will be identified at contract award.

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

5.3 Contractor's Representative

- Will be identified at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

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

whichever comes first.

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

7.3 PWGSC SACC Manual clauses

[A9117C](#) (2017-11-30) T1204 - Direct Request by Customer Department

8. Invoicing Instructions

8.1 Monthly Payment

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.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

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) Modified 2010C General Conditions - Professional Services (Medium Complexity) (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance;
- (f) Annex D, Service Certification; and
- (g) the Contractor's bid dated _____, as clarified on _____ or as amended on _____.



ANNEX A

STATEMENT OF WORK

1.0 TITLE:

Snow Clearing at the Pickle Lake Weather Station

2.0 BACKGROUND:

The Pickle Lake Weather Station, here in referred to at the Station, is an owned property of Environment and Climate Change Canada (ECCC) and houses various weather related programs.

The property was built on land at the Pickle Lake Airport and has sandy soil conditions. There are four (4) people working at the Station. Access to the Station is required on a 24-hour basis for the weather-observing program as well as emergency access. The programs support aviation weather and therefore snow clearing is required to maintain easy access to the Station.

All services must be performed to the satisfaction of the Technical Authority. At the discretion of the Technical Authority, a delegated authority may oversee the daily operations of this Contract.

Location:

Pickle Lake Weather Station
Environment and Climate Change Canada
Pickle Lake Airport
Airport road
Pickle Lake, Ontario
P0V 3A0

The areas that the Contractor will be responsible for under this Contract include the Access Road and Parking Lot at the Pickle Lake Weather Station. Refer to Attachments 1 and 2.

3.0 OBJECTIVE:

ECCC requires the services to provide snow clearing in accordance with the Statement of Work detailed herein.

4.0 THE WORK:

The Contractor must perform the following activities:

4.1 Snow Clearance

Labour, Tools and Equipment

The Contractor must have the necessary labour, tools and equipment to complete the following essential services in a timely and effective manner:

- To clear parking lot and access road of snow and sleet within the time frames indicated in these specifications, or as requested by the Technical Authority.

All tools and equipment must be safe to use and be in good operating condition.



a) Snow Clearance

Main Snow Routes

The following areas must be kept clear at all times to provide a fire/emergency vehicle route to all major areas of the complex:

- Parking lot
- Access road

The Contractor must clear snow when it reaches a depth of five centimeters.

The Contractor must clear snow drifts caused by strong winds. The Station is located on a hill, in an open area, and therefore can be prone to snow drifts.

b) Storm Response

- During heavy snow or sleet storms, clearance operations must commence immediately to prevent accumulations from reaching a depth of five centimeters at any one time.
- When a storm warning is issued by the weather office, the Contractor must be prepared to be on site at the onset of the storm. This is a mandatory requirement for this Contract.
- The requirement to commence snow or sleet clearance operations may be waived by the Technical Authority when, in his/her opinion, it is hazardous or dangerous to operate clearing equipment. However, the Contractor is obliged to commence immediately when the weather moderates and such conditions no longer exist.

c) Additional Requirements

- **Snow plough activities will commence early enough to permit the clearance of the roadways and parking areas prior to 5:00 a.m.** The four people that work at the Station require access to the Station by 5:00 a.m.
- Snow shall not be plowed in a way that obstructs walkways or building access
- Snow ploughs and front-end loaders will not come closer than six feet from any parked vehicle or boat. These areas must be cleared with snow blowers or by other means.
- Should the Contractor suspect that they have caused damage to buildings or other equipment, such damage or suspected damage must be reported to the Technical Authority immediately.
- The Contractor must remove snow banks from any roadway intersection when snow reaches a depth of twenty-four inches in order to offer an unobstructed view of all oncoming traffic, both vehicular and pedestrian.
- The Contractor must remove excess snow from site when required by the Technical Authority.

4.2 Emergency Call-Back

- The Contractor must ensure its Site Supervisor or designate will respond to an emergency call-back at all times. Response must be within thirty minutes of the emergency call and the Contractor must be on site, if required, within thirty minutes from contact.



- The Contractor must use a pager/ cell phone or other suitable system to provide for quick response to calls from the Technical Authority.

4.3 Materials and Equipment

1. All machinery and equipment must be maintained at the highest standard of appearance and efficiency. Equipment that is not maintained in a serviceable or presentable appearance must be removed from the property.
2. The Technical Authority will not give any assistance in the procurement of materials or products required for the performance of this contract.

4.4 Responsibility for Damage - Buildings and Contents

1. It is the responsibility of the Contractor to ensure all products are compatible with the surface on which they are applied.
2. Any damage resulting from the misuse of such agents, materials or equipment will be assessed against the Contractor.
3. The Contractor must provide and maintain adequate and suitable means to save the grounds and building from damage and defacement during the progress of the work by providing protection where necessary or as directed by the Technical Authority.
4. It is the Contractor's responsibility, at time of contract award, to examine the grounds which are to be maintained in order to ascertain their condition and bring to the Technical Authority's attention, in writing, any defects within 30 days of contract award.

4.5 Supervision and Liaison

1. The Site Supervisor must be required, at the expense of the Contractor, to be in possession of a pager/cell phone so that the Technical Authority can have access to him/her at all times.
2. If requested by the Technical Authority, the Contractor must remove any person employed by the Contractor for purposes of this contract who, in the opinion of the Technical Authority is incompetent or has conducted themselves improperly. The Contractor must not permit this person to return to the Station.

4.6 Inspection and Reporting

Unsatisfactory conditions will be reported to the Contractor's Site Supervisor and these conditions must be given immediate attention to be rectified. The Contractor's Site Supervisor must report actions taken to rectify the unsatisfactory conditions within 24 hours. Results of work done, which in the opinion of the Technical Authority is not acceptable, will be considered not done and these operations must be redone in part or in whole, until the Technical Authority is fully satisfied.



4.7 Penalty

Should the Contractor fail to perform any of the work specified, and after receiving written notice, fails to rectify such deficiencies forthwith, the Technical Authority can, without any other authorization, deduct from any monthly payments reserved for the Contractor under this contract, an amount equal to ten percent (10%) of such monthly payments. The Contractor hereby releases Canada from all claims for reimbursement based upon such deductions.

4.8 Public Signs

The Contractor shall not erect, or permit the erection of any sign or advertising to promote his services on the site.

5.0 DELIVERABLES & SCHEDULE:

| Item | Description | Contract Period |
|------|---|------------------------------------|
| 1 | Snow clearing/removal services in accordance to the Statement of Work (Appendix A). | February 1, 2020 to March 31, 2022 |

6.0 ACCEPTANCE CRITERIA:

The Technical Authority shall accept the work on behalf of the Crown. All work must be carried out to the acceptance and approval of the Technical Authority.

7.0 SAFETY AND ACCIDENTS:

Neither the Contractor nor any of its employees are considered as being employees of the Crown and will not fall within the provisions of the Government Employees Compensation Act and are not eligible for any benefits provided by this Act in case of accident during the performance of any service under this Contract. Such benefits as may be payable are a subject between the Contractor and its staff. All incidence of accidents, breakage, fire or damage whatsoever are to be reported to the Technical Authority immediately after they occur. The Contractor is responsible to transport any of its' staff to a hospital, if required, as a result of an on-site accident.

The Contractor knows and understands that, although the contractual work is conducted on the Crown property, the work of a private contractor, its employees and any sub-contractors are subject to the Legislation, Regulations, Policies, Standards and Practices as established by the Province of Ontario with respect to Occupational Safety and Health. Notwithstanding this general provision the Contractor must also comply with all applicable Occupational Safety and Health provisions as stipulated under APPENDIX "B" of the Provision of Property Maintenance Services.

8.0 SECURITY:

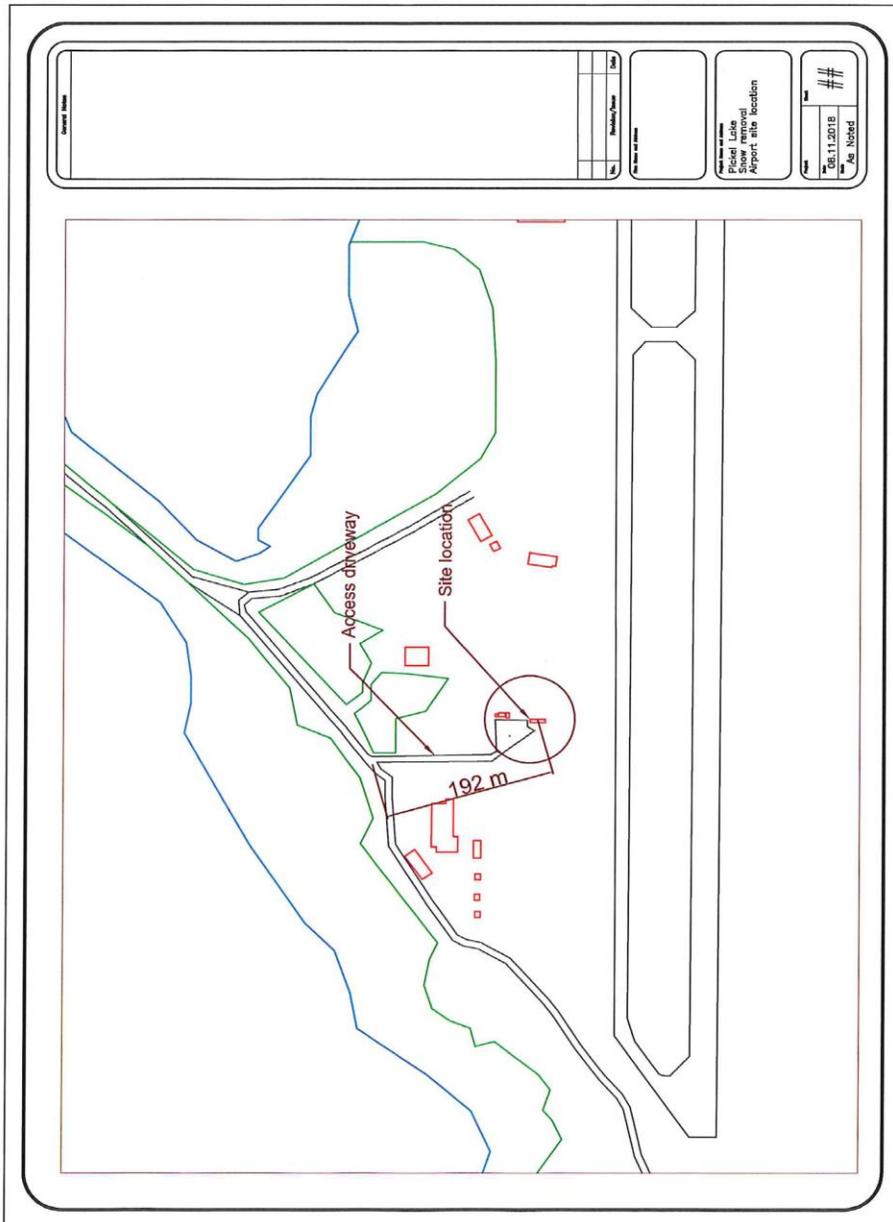
Personnel Security –

The Contractor's key employees will not have access to protected areas within the Pickle Lake Weather Station complex.



ATTACHMENT 1

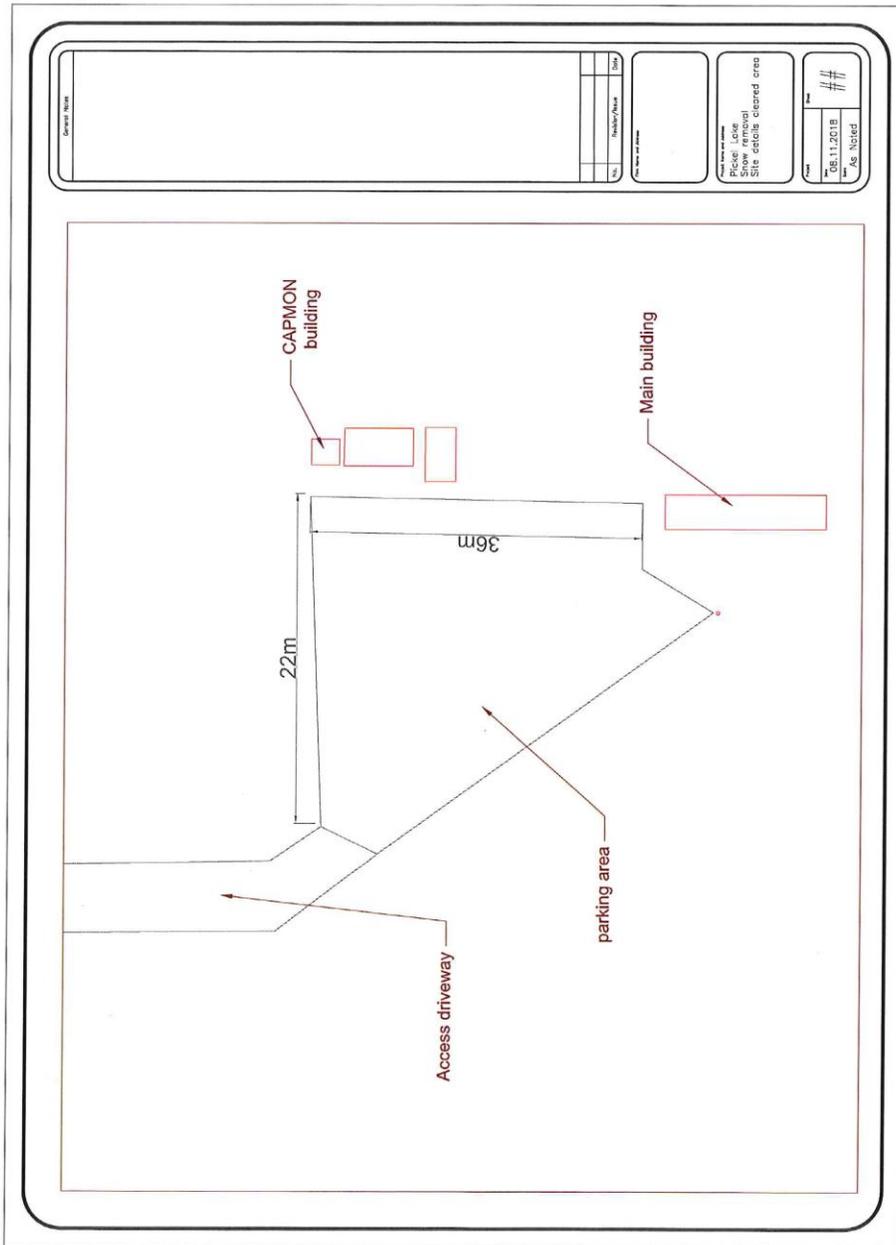
PICKLE LAKE WEATHER STATION LOCATION





ATTACHMENT 2

PICKLE LAKE WEATHER STATION DETAILS





ANNEX B

BASIS OF PAYMENT

The Contractor will be paid as follows:

| February 1 to March 31, 2020 | | | |
|--|-----------------------------|---------------------------|---------------------------|
| Service required from “February to March” | | | |
| Requirement | Number of Months (A) | Cost per Month (B) | Total Cost (A)*(B) |
| Snow removal | 2 | \$ _____ | \$ _____ |

| April 1, 2020 – March 31, 2021 | | | |
|--|-----------------------------|---------------------------|---------------------------|
| Service required from “April to May” and “October to March” | | | |
| Requirement | Number of Months (A) | Cost per Month (B) | Total Cost (A)*(B) |
| Snow removal | 8 | \$ _____ | \$ _____ |

| April 1, 2021 – March 31, 2022 | | | |
|--|-----------------------------|---------------------------|---------------------------|
| Service required from “April to May” and “October to March” | | | |
| Requirement | Number of Months (A) | Cost per Month (B) | Total Cost (A)*(B) |
| Snow removal | 8 | \$ _____ | \$ _____ |



Total Tender Price (Canadian Currency) \$ _____

Applicable Taxes \$ _____

Total Price (Including Applicable Taxes) \$ _____



ANNEX C

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 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



ANNEX D

SERVICE CERTIFICATION

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, that it will perform the first snow plough activity early enough to permit the clearance of the roadways and parking areas prior to 5:00 a.m.

In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the bid.

Name of the Bidder: _____

Signature of the Bidder: _____

Solicitation Number: _____

Date Signed: _____