



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE 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 ET CHANGEMENT CLIMATIQUE 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 and Ice Removal Services in Ottawa (On)</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000059883</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021.10.14</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 15 :00 on – le 2021.11.09</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time (EST)</p>	
	<p>F.O.B – F.A.B Destination</p>		
	<p>Address Enquiries to - Adresser toutes questions à Alyssa Festeryga Alyssa.festeryga@ec.gc.ca</p>		
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein.</p>		
	<p>Destination of Services / Destination des services 335 River Road, Ottawa, ON</p>		
	<p>Security / Sécurité See herein.</p>		
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur (Insert-Ajouter)</p>		
<p>Telephone No. – N° de téléphone (Insert-Ajouter)</p>		<p>Fax No. – N° de Fax (Insert-Ajouter)</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>	



PART 1 - GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Summary.....	4
1.3. Debriefings.....	5
PART 2 - BIDDER INSTRUCTIONS.....	6
2.1. Standard Instructions, Clauses and Conditions.....	6
2.2. <i>SACC Manual</i> Clauses.....	7
2.3. Submission of Bids.....	7
2.4. Former Public Servant – Competitive Bid.....	7
2.5. Enquiries - Bid Solicitation	9
2.6. Applicable Laws.....	9
2.7. Optional Site Visit.....	9
2.8. Bid Challenge and Recourse Mechanisms	10
PART 3 - BID PREPARATION INSTRUCTIONS	11
ATTACHMENT 1 TO PART 3	13
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	14
4.1. Evaluation Procedures	14
4.2. Technical Evaluation	14
4.2. Technical Evaluation	14
4.3. Financial Evaluation.....	14
4.4 Basis of Selection.....	14
ATTACHMENT 1 TO PART 4	16
PART 5 - CERTIFICATIONS.....	22
5.1. Certifications Required Precedent to Contract Award	22
5.2. Additional Certifications Required Precedent to Contract Award	22
PART 6 – SECURITY AND OTHER REQUIREMENTS.....	24
6.1. Security Requirement	24
6.2. Insurance Requirements	24
PART 7 - RESULTING CONTRACT (at contract award, delete this line).....	25
7.1. Statement of Work	25
7.2. Standard Clauses and Conditions	25
7.3. Security Requirement	25



7.4. Term of Contract	25
7.5. Authorities	26
7.6. Proactive Disclosure of Contracts with Former Public Servants – to be determined	27
7.7. Payment.....	27
7.8. Invoicing Instructions.....	27
7.9. Certifications and Additional Information.....	27
7.10. Applicable Laws	28
7.11. Priority of Documents	28
7.12. Insurance	28
7.12. Insurance Requirements – Specific requirement.....	28
7.13. Dispute Resolution	29
ANNEX A STATEMENT OF WORK	30
ANNEX B BASIS OF PAYMENT.....	36
ANNEX C SECURITY REQUIREMENTS CHECK LIST	37
ANNEX D FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	38
ANNEX E INSURANCE REQUIREMENTS.....	39



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 Security, Financial and Other 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 Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, and Insurance Requirements.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement for snow removal services at Environment Canada's 335 River Road Site during the fall, winter, and spring months as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from Contract Award Date to March 31, 2023 with the potential for three (3) one year option periods.

1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.



- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP] and the Canada-Ukraine Free Trade Agreement.
- 1.2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

1.3. Debriefings

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



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 PSPC/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 (2020-05-28) 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 and Climate Change Canada 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 and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

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"

2.2. SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2.3. Submission of Bids

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

2.4. 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.

2.5. Enquiries - Bid Solicitation

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

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

2.6. 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.

2.7. Optional Site Visit

It is recommended 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 335 River Road, Ottawa, ON, K1V 1C7 on Tuesday, October 26, 2021. The site visit will begin at 10:00 EST at the front of 335 River Road.

Bidders are requested to communicate with the Contracting Authority no later than 15:00 EST on Friday October 22, 2021 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.



COVID-19: In order to be guaranteed access to the site visit all persons should respect all provincial regulations/guidelines or measures related to COVID-19. Contractor`s personnel/individuals who do not respect those measures/regulations may be denied access to the site.

2.8. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy in PDF format)

Section II: Financial Bid (1 soft copy in PDF format)

Section III: Certifications (1 soft copy in PDF format)

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

Note for electronic submission of bids:

In order to be considered, bids must be received by 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: soumissionsbids@ec.gc.ca

Attention: Alyssa Festeryga

Solicitation Number: 5000059883

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 fax will not be accepted.

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 meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.



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

Customer Reference Contact Information:

- A. The Bidder must provide customer references. The customer reference who must each confirm, when requested by Canada the facts identified in the Bidder's bid, as required by ATTACHMENT 1 TO PART 4.
- B. The form of question to be used to request confirmation from customer references is in ATTACHMENT 1 TO PART 4.
- C. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4 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

Bidders must submit the certifications required under Part 5.



ATTACHMENT 1 TO PART 3 FINANCIAL BID PRESENTATION SHEET

The Bidder must complete the Financial Bid Presentation Sheet and include it in its financial bid once completed.

The per-year price is all-inclusive, including but not limited to professional fees (labor), materials and equipment required to perform the Work, administrative fees (e.g. insurance, training), and any travel that is at the Contractor's discretion.

Bid TOTAL PRICE (for evaluation purposes only)				
	Initial Contract Periode	Option 01	Option 02	Option 03
SECTION 01				
Firm all inclusive price per season (Services specified in Annex A)	\$ _____ / year	\$ _____ / year	\$ _____ / year	\$ _____ / year
SECTION 02				
Price per additional cm for snow accumulation greater than 275 cm per season (Bank of cm X offered price)	\$ _____ / CM 50 CM X ___\$ =	\$ _____ / CM 50 CM X ___\$ =	\$ _____ / CM 50 CM X ___\$ =	\$ _____ / CM 50 CM X ___\$ =
Total amount per period	\$	\$	\$	\$
Subtotal	\$ (Total initial period + Total of the options years) =			
Total estimated contract value	\$ _____			

The financial evaluation of bids will be based on the following calculation:

1. Total firm price per period of Section 1
2. Price per cm of additional snow (over 275 cm) multiplied by 50 CM (estimated amount of additional snow per period)
3. Subtotal = Year 1 + Option 01 + Option 02 + Option 03
4. Total estimated contract value = Year 1 + Option 01 + Option 02 + Option 03



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.

4.2. 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.

4.2. Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.3. Financial Evaluation

4.3.1 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

4.3.2.1. The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

4.3.2.2. For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection

Highest Combined Rating of Technical Merit 70% and Price 30%

Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 47 points overall for the technical evaluation criteria which are subject to point rating. The rating is



performed on a scale of seventy 67 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criterion #	Mandatory Criteria	Met/ Not Met	Bid Reference
M1	<p>As of RFP closing date, the Bidder must have a minimum of five (5) years' experience, in the last ten (10) years, as a legal entity providing maintenance services similar in scope to those required in the Statement of Work.</p> <p>To demonstrate this experience the Bidder must submit with their proposal patent letters, excerpts of contracts, or any other document that clearly states this experience.</p>		
M2	<p>The Bidder must provide a description of the equipment that the contractor intends to assign to the project along with the registrations.</p>		
M3	<p>The Bidder must provide three (3) letters of recommendations¹ from a client served for contract with a total minimum value of \$100,000.00 Canadian, including applicable taxes; the experience described must have lasted at least twelve (12) months in the last ten (10) years.</p> <p>The proposed template (see below) is not mandatory, but the Bidder must ensure that all information on the template is contained in the letter of recommendation provided. If not, the Bidder will be disqualified.</p>		

¹ ECCC reserves the right to verify the information provided in the letter of recommendation. The bid will be declared ineligible if it's found that the bidder has made false statements, knowingly or not.



Letter of Recommendation (Recommended Template)	
Name of client organization or company	
Information of the client's resource person who can confirm the information presented in the bid	Name: Title: Telephone Number: E-mail:
Period of completion of the work (indicate month and year)	From (Month / Year): To (Month / Year): Total number of months
Description of work performed For each contract referenced, the Bidder must provide a description of the services provided under the contract (300 words or less) . The description must clearly identify and describe the type of facility where the contract was performed.	
Total minimum value of contract in Canadian funds	\$ _____
1 Did the Bidder use approved equipment to complete the work?	Yes (___) No (___)
2 If No for Question 1, did they change to approved equipment after notification?	Not Applicable – Answered Yes to Question 1 Yes (___) No (___)
3 Did the Bidder respect all obligations and requirements of the contract?	Yes (___) No (___)
4 If No for Question 3, did they correct after notification?	Not Applicable – Answered No to Question 3 Yes (___) No (___)
5 Did the Bidder meet all schedules as set out in the contract?	Yes (___) No (___)
6 If No to Question 5, how many times did the snow removal company miss schedule?	Not Applicable – Answered Yes to Question 6 Less than 5 (___) Between 6 and 10 (___)



		More than 10 (___)
--	--	--------------------

Signature:	
Date	



Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bidders must obtain the following:

- a. meet the minimum number of points in each of the point-rated criteria; and
- b. meet the minimum score of the overall point rated criteria with 70% (47 of a possible 67 points) or higher

Point-Rated Criteria				
CRITERION #	Criteria	Maximum Available Points	Cross Reference to Proposal (Supplier to insert)	Points Received
R1	<p>The Bidder must provide the names and contact information for three (3) business references (clients).</p> <p>Each reference must be for a contract with a total minimum value of \$100,000.00 Canadian, including applicable taxes, have occurred within the last ten (10) years, as of RFP closing date, and have a minimum duration of twelve (12) months.</p> <p>If more than three (3) references are provided by a Bidder, only the first three (3) will be considered by ECCC.</p> <p>For each contract referenced, the Bidder must provide a description of the services provided under the contract (300 words or less). The description must clearly identify and describe the type of facility where the contract was performed.</p> <p>Points for the Reference Questions, as per the Letter of Recommendation in Attachment 1 to Part 4, will be awarded as follows.</p> <ul style="list-style-type: none"> • Question 1: <ul style="list-style-type: none"> ○ Yes – 5 points 	30		



	<ul style="list-style-type: none"> • Question 2: <ul style="list-style-type: none"> ○ Answered Yes to Question 1 – 5 points ○ Yes – 5 points • Question 3: <ul style="list-style-type: none"> ○ Yes – 5 points • Question 4: <ul style="list-style-type: none"> ○ Answered Yes to Question 3 – 5 points ○ Yes – 5 Points • Question 5: <ul style="list-style-type: none"> ○ Yes – 5 points • Question 6 <ul style="list-style-type: none"> ○ Answered Yes to Question 5 – 5 points ○ Less than 5 – 5 points ○ Between 6 and 10 – 3 points ○ More then 10 – 0 points 			
R2	<p>The Bidder should provide in its bid its Occupational Health and Safety (OHS) plan.</p> <p>Bidders will receive either full points or 0 point for each of the following items that are included, and described, in the Bidder’s plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> • Management commitment to protect the safety and health of employees – 2 points • Objectives of the program – 2 points • General responsibilities of all employees – 2 points • Promoting safety awareness in the workplace and detail how health and safety will not be sacrificed for expediency – 2 points • Enforcing health and safety regulations and how unacceptable performance of health and safety duties will not be tolerated – 2 points • Reporting and investigating 	35		



	<p>accidents/incidents – 2 points</p> <ul style="list-style-type: none">• Safe work procedures while working alone on station – 5 points• Training (U/A, WHMIS, TDG) – 3 points• Emergency procedures which include local emergency contact information – 5 points• Workplace specific considerations (e.g. use of PPE, safe work procedures , reporting unsafe acts and unsafe conditions) – 5 points• COVID-19 Plan – 5 points			
R3	<p>Anti-pollution of electrical equipment</p> <p>The Bidder uses snow removal equipment and tractors with high-performance emission control systems (with the use of urea or electrical vehicles for general use of the company)</p> <p>The Bidder must provide a list and description of the equipment used, supported with the emission control system specifications.</p> <p>Bidder's will receive either full points or 0. No partial points will be awarded.</p>	2 points		
Total – minimum pass 47 points		67 points		



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.

5.1. Certifications Required Precedent to Contract Award

5.1.1 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 Instruction 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2. 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.

5.2.1. 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.



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. 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 the contract.

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 (at contract award, delete this line)

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/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.

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.3. Security Requirement

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

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
4. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C.
 2. Contract Security Manual (latest edition)

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2023 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alyssa Festeryga
Title: Procurement Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 45 Alderney Drive, Dartmouth NS B2Y 2N6

Telephone: 902-201-4251
E-mail address: alyssa.festeryga@ec.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 inserted at contract award

The Technical Authority for the Contract 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 Contractor's Representative – to be inserted at contract award



7.6. Proactive Disclosure of Contracts with Former Public Servants – to be determined

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 FOR SECTION 01 OF ANNEX B

In consideration of the Contractor satisfactorily completing 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.

For the firm price portion of the Work only, 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 LIMITATION OF EXPENDITURE - FOR SECTION 02 OF ANNEX B

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

7.8. Invoicing Instructions

7.8.1 Monthly Payment

7.8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.

7.8.1.2 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 delivered has been accepted by Canada.

7.8.2 SACC Manual Clauses

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

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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

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 2035 (2020-05-28), General Conditions - Professional Services (High Complexity)
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Federal Contractors Program For Employment Equity - Certification
- g) Annex E, Insurance Requirements;
- h) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12. Insurance

7.12. Insurance Requirements – Specific requirement

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.

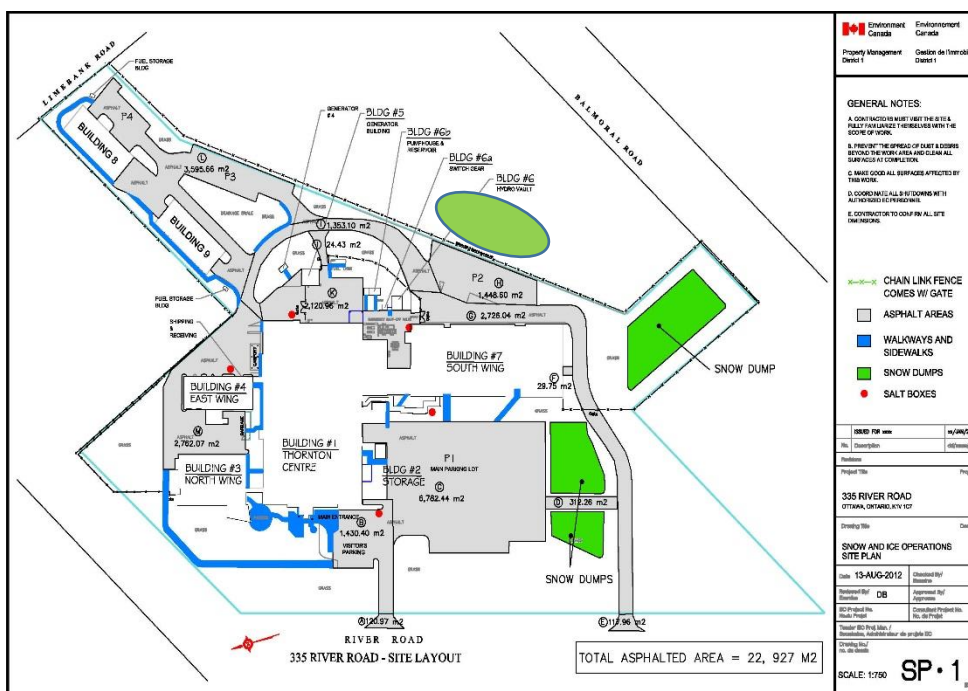
7.13. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A STATEMENT OF WORK

- 1. Scope
 - 1.1. Environment and Climate Change Canada (ECCC) requires a Contractor to provide a safe and accessible facility for ECCC staff and visitors by performing all snow and ice clearing operations at ECCC's site located at 335 River Road during the fall, winter, and spring months.
- 2. Authorities
 - 2.1. Technical Services Manager
 - 2.2. ECCC Operations Technicians
- 3. Reference
 - 3.1. Site Map



- 4. Tasks
 - 4.1. The Contractor must carry out snow and ice operations and clear all parking lots, roadways, sidewalks, steps, doorways, wheelchair ramps, shipping and receiving areas, emergency and fire exits, and fire exit stairways.
 - 4.2. The Contractor must clear snow, ice, freezing rain, and slush from around all oil filler pipes, gas outlets, storage containers, refuse containers, emergency response vehicles, small building/structures, pump house, water reservoir, hydro vaults and electrical switchgears.
 - 4.3. The Contractor must sand, salt and/or calcium magnesium acetate all parking lot, roadway, pedestrian areas, and fire and emergency exits, as required to maintain a clear, non-slip, and safe surface.
 - 4.4. The Contractor must ensure that when the snow accumulation approaches a depth of five centimeters (5 cm), as measured by a Property Management Representative or by



- the Contractor at the walkway to the Thornton Centre, the Contractor is prepared to immediately dispatch the equipment and personnel necessary to perform the work.
- 4.5. The Contractor must ensure the snow is not piled on any parking lot or any parking areas, or piled to restrict the natural drainage of such areas or piled to obstruct the clear view and visibility or the roadway when exiting the site. If snow dumps are properly managed by the Contractor and become full, ECCC will be responsible to direct the Contractor to dump snow in an alternative area or should it become necessary to remove snow from the 335 River Road property, it will be at a pre-approved cost of Environment Canada.
 - 4.6. The Contractor must not pile, plow, blow or place snow onto or against trees, shrubbery, sidewalks, fences, gates or other structures adjacent to areas of this contract.
 - 4.7. The Contractor must exercise care when plowing and clearing around fences, gates, doorways and metal siding to avoid damaging these objects and materials.
 - 4.8. The Contractor must leave fifteen centimeters (15 cm's) of snow on turf areas when clearing snow piled on turf during snow plowing operations.
 - 4.9. The Contractor must use calcium magnesium acetate at the Thornton Centre main entrance walkway and the entrance to the South Wing, unless ineffective to maintain a non-slip and safe surface during very cold temperatures, below fifteen degrees centigrade (-15 C). In this situation, sand and rock salt must be used as a substitute.
 - 4.10. The Contractor must shovel the carport area in the Shipping and Receiving area by hand.
 - 4.11. The Contractor must ensure all exit doors are clear in a manner that will allow doors to be operable and fully opened without obstruction of snow, ice, or slush.
 - 4.12. The Contractor must ensure the emergency shut off valve for the storm sewer system remains clear and de-iced at all times. This valve is required as fuel delivery procedures are ongoing during the winter months on the site.
 - 4.13. The Contractor must ensure walkways and sidewalks are not cleared with heavy equipment such as pickup plows, backhoes, heavy trucks ,or loaders.
 - 4.14. The Contractor must use an even distribution of materials such as salt, sand, or other de-icing products. In all cases, excess material must be removed immediately.
 - 4.15. The Contractor must ensure the ten (10) salt boxes on site are kept full at all times.
 - 4.15.1. The material in the salt boxes must be rotated periodically.
 - 4.15.2. The salt box at the main entrance to the Thornton Centre and the salt box at the South Wing entrance must contain calcium magnesium acetate.

5. Deliverables

Deliverable	Description	Due Date
5.1.	The Contractor must clear all parking lots, roadways, sidewalks, steps, doorways, wheelchair ramps, Shipping and Receiving area, emergency and fire exits, fire exit stairways, oil filler pipes, gas outlets, storage containers, refuse containers, emergency response vehicles and small buildings/structures and	No later than 06:30, seven (7) days per week, 365 days per year.



	hydro vaults and electrical switchgears of snow, ice, freezing rain, and slush.	
5.2.	The Contractor must keep clear all parking lots, roadways, sidewalks, steps, doorways, wheelchair ramps, Shipping and Receiving area, emergency and fire exits, fire exit stairways, oil filler pipes, gas outlets, storage containers, refuse containers, emergency response vehicles and small buildings/structures and hydro vaults and electrical switchgears of of snow, ice, freezing rain, and slush.	From 06:30 to 18:00, throughout the day, seven (7) days per week, 365 days per year.
5.3.	The Contractor must empty all salt boxes and properly dispose of materials off site	No later than June 1 st of each Contract Year
5.4.	The Contractor must clean and remove from the site all remaining sand, gravel, dirt and debris left on or around parking lots, roadways, walkways, sidewalks, turf areas and areas where snow was piled. Particular attention must be provided to cleaning, repairing and restoring the turf areas to the original condition of the turf at the start of the contract. The Contractor must obtain power sweeping services to power sweep and vacuum parking lots and roadways.	No later than June 21 st of each Contract Year
5.5.	The Contractor must replenish all salt boxes.	No later than October 15 th of each Contract Year

6. Government Supplied Material

6.1. The Contractor must supply all necessary labor, equipment, material, and tools required to carry out snow and ice clearing operations at the ECCC's site located at 335 River Road.

6.1.1. The Contractor must ensure all equipment is of the size and type customarily used for services of this kind and must be approved by ECCC.



- 6.1.2. The Contractor must ensure all vehicles are kept in a clean and presentable condition and meet Ontario Provincial safety standards and licensing requirements.
 - 6.1.3. The Contractor must ensure that all equipment used to perform the work is in a state of good repair. The ECCC Senior Operations Technician, or his designate, reserves the right to have equipment, which is judged unsafe, unsuitable or defective, taken out of service.
 - 6.1.4. The Contractor is responsible for supplying suitable replacement equipment for the defective items.
 - 6.1.5. The Contractor is responsible for their equipment and is responsible to properly clean up all oil leaks, etc.
 - 6.1.6. The Contractor must remove snow accumulations in accordance with the drawings and specifications within the prescribed period of time with only removal equipment approved by ECCC.
 - 6.1.7. The Contractor must ensure no vehicles are parked on the turf.
 - 6.1.8. The Contractor must ensure that driving on turf areas is only permitted to access snow dump areas.
 - 6.2. ECCC will provide all salt boxes.
 - 6.3. ECCC will appoint a Technical Services Representative to liaise with the Contractor. The Technical Services Representative will schedule the service visits and provide necessary site access.
7. Quality Control
- 7.1. The Contractor must employ at all times the quantity and quality of supervisory personnel necessary for the effective and efficient management and performance of services. All supervisors must have an intimate knowledge of the various grounds maintenance and snow removal tasks, equipment and materials so as to be able to both properly train and direct the Contractor's employees and other Contractor personnel to their individual tasks and to maintain and control an effective inspection and follow-up program. The functions of supervisors shall include, without limitations to:
 - 7.1.1. Control and direct the activities of the Contractor's employees and other Contractor personnel.
 - 7.1.2. Perform regular inspections at the building and check with the Technical Services Representative at least once per week to assure quality service.
 - 7.1.3. Consult daily with the ECCC Technical Services Representative concerning services for the Snow and Ice Operations.
 - 7.1.4. Implement instructions from the Technical Services Representative.
 - 7.1.5. Assure that the day to day performance of all Contractor personnel is of the highest quality and complies with the Agreement.
 - 7.2. Any change in the Contractor's supervisory personnel must be reported to ECCC immediately together with the name, address, and telephone number of any new supervisory personnel.
8. Unsatisfactory Work
- 8.1. It is the Contractor's responsibility to ensure that all staff are properly trained to produce the results intended in this Statement of Work. Any additional work required because of poor technique or product must be performed at the Contractor's own expense.
 - 8.2. Any work not completed to the satisfaction of the Senior Operations Technician, Property Management District 1, or his designate must be immediately corrected upon notification being given to the Contractor or his representative. Should work not be completed within two (2) hours of the first notification, the Senior Operations Technician or his designate will take the appropriate actions to satisfactorily complete the work and



will deduct from the Contractor's next invoice the monetary amount to cover the costs of the work incurred by Property Management District 1.

9. Damages

- 9.1. It is the Contractor's responsibility to use tools, equipment and materials that will not adversely affect asphalt surfaces, paving stones, plants or the grounds of the 335 River Road site. The Contractor must ensure that mitigating measures such as, but not limited to, using Teflon blades, sweeper equipment and environmentally friendly materials in the performance of work.
- 9.2. Should any accident or incident occur in the execution of the work under the contract, the Contractor shall be solely liable for any damages, costs and consequences arising from the incident. The Contractor shall immediately notify and report to the Senior Operations Technician and to appropriate representatives of all authorities having jurisdiction, any accident or incident involving the Contractor, ECCC, or to the public in respect to persons and/or property, where such accident or incident arises from the Contractor's executions of the work in this contract. The Contractor must provide copies of all such reports to the Senior Operations Technician.
- 9.3. The Contractor must immediately remove from the site any employee not observing and complying with safety requirements.
- 9.4. The Contractor is responsible for repairing all damages incurred to the 335 River Road property or equipment and adjacent property or equipment while carrying out the obligations of this contract to the satisfaction of the Senior Operations Technician.
- 9.5. The Contractor must tour the site with the Senior Operations Technician at the beginning of the contract and at the completion of the contract in order to determine any damage to landscape facilities, structures and/or buildings caused as a result of the Contractor's work under this contract. Any repairs required must be completed to the satisfaction of the Senior Operations Technician. Final payment to the Contractor will not be made until necessary repairs have been completed and are acceptable to the Senior Operations Technician.

10. Contractor Availability

- 10.1. The Contractor must provide the Senior Operations Technician with a 24 hour, 7 day a week telephone number where the Contractor can be directly reached. Direct access to the Contractor must be maintained at all times either by pager or by telephone.
- 10.2. Emergency calls can be placed 24 hours a day, 7 days a week, 365 days a year.
- 10.3. The Contractor must respond on site within two (2) hours of having received an emergency call.

11. Work Interruptions

- 11.1. No interruptions or stoppage of work will be allowed after the start of a job. The Contractor must arrange their labor force in such a manner that the complete schedule of work activities can be carried out. The Contractor must have all necessary labor and equipment on site prior to starting work to avoid unnecessary delays.

12. Compliance with Safe Work Practices & Health and Safety Policies

- 12.1. The Contractor must meet or exceed 335 River Road safe working policies and comply with site and departmental security policies. This includes a requirement to sign in and out through site security services. The Contractor must reference and utilize all applicable 335 River Road Health and Safety Policies and Procedures including, but not



limited to, Hot Work Permits, Hot Tap Permits and Lock-Out and Tag-Out Policy in carrying out their work on site.

12.2. The Contractor must comply with the Ontario Health and Safety Act and WHMIS Regulation, the Ontario Occupational Health and Safety Act and Regulations for Construction Projects, the Ontario Ministry of Labour (MOL) notices, the Canada Labour Code Part II, the Electrical Inspection Authority (EAS) directives and notices, Federal and Provincial Building and Fire Codes, the City of Ottawa building permit inspections.

12.3. The Contractor must have and maintain current their company Health and Safety Plan and Training Program including their Zero Energy (lock-out and tag-out) Policy and Procedures.

13. Official Languages

13.1. All work must be completed in English.

13.2. The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Department Representative before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

14. Work Location

14.1. ECCC site located at 335 River Road, Ottawa, ON, K1V 1C7.

15. Travel

15.1. Travel is not required to perform the Work.

16. Sustainable Procurement

16.1. The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy. Procurement documents will specify the green procurement criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

17. Accessibility

17.1. The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.



ANNEX B BASIS OF PAYMENT

(to be completed at contract award)

Section	Initial Contract Period	Option 01	Option 02	Option 03
SECTION 01				
Firm all inclusive price per season (Services specified in Annex A)	\$ _____ / year	\$ _____ / year	\$ _____ / year	\$ _____ / year
SECTION 02				
Price per additional cm (for snow accumulation greater than 275 cm per season) (Bank of cm X offered price)	\$ _____ / CM	\$ _____ / CM	\$ _____ / CM	\$ _____ / CM
Total amount per period	\$	\$	\$	\$
Subtotal	\$			
Taxes _____%	\$			
Total Estimated Contract Value	\$			



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description du travail	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	No / Yes Non / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	No / Yes Non / Oui
6. Indicate the type of access required - Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	No / Yes Non / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	No / Yes Non / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?	No / Yes Non / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	

Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information					
PROTECTED A PROTÉGÉ A		NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
PROTECTED B PROTÉGÉ B		NATO RESTRICTED NATO DIFFUSION RESTREINTE		PROTECTED B PROTÉGÉ B	
PROTECTED C PROTÉGÉ C		NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL		NATO SECRET NATO SECRET		CONFIDENTIAL CONFIDENTIEL	
SECRET SECRET		COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET SECRET	
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	No Non	Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	No Non	Yes Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	No Non	Yes Oui	No Non

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	No Non	Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Non	Yes Oui

PRODUCTION		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	No Non	Yes Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)		
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	No Non	Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Non	Yes Oui

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC							
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret		
											A	B	C					
Information / Assets Renseignements / Biens																		
Production																		
IT Media Support TI																		
IT Link Lien électronique																		

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
Non Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.**

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
Non Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	

Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	

Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?	No Non	Yes Oui
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16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	

Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	

Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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Security Classification / Classification de sécurité
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ANNEX D FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____(YYYY/MM/DD) *(If left blank, the date will be deemed to be the bid solicitation closing date.)*

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX E INSURANCE REQUIREMENTS

G2001C (2018-06-21) 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.



- I. 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in



the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

G2020C (2018-06-21) 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.