



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.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, Ice Control and Sweeping Operations, Whitehorse YT</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000054756R</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-12-24</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 6:00 P.M. on – le 2022-01-24</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2025-01-31</p>		
	<p>Destination - of Services / Destination des services Whitehorse, YT</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>	



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Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000054756 dated October 27, 2021 with a closing of December 1, 2021 at 3:00 PM Eastern Standard Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.



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.

4. Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):
Umbrella Final Agreement



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 (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 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 seven (7) 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 the Territory of Yukon.

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.

6. 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

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.

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1800h (6 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: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000054756R

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 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 each task of the Work, as applicable:

- (a) 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.

An evaluation team composed of representatives of Canada will evaluate the bids.

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 Financial Evaluation

1.2.1 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 Year One (1) – January 1, 2022 to December 31, 2022 - \$25,000.00 Year Two (2) – January 1, 2023 to December 31, 2023 - \$25,000.00 Year Three (3) – January 1, 2024 to December 31, 2024 - \$25,000.00 Option Period One (1) – January 1, 2025 to December 31, 2025 - \$25,000.00 Option Period Two (2) – January 1, 2026 to December 31, 2026 - \$25,000.00 applicable taxes extra, including all option periods, 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 Evaluation of Price

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

2. Basis of Selection

2.1 Basis of Selection – Lowest Responsive Bid

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



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



Environment and
Climate Change Canada

Environnement et
Changement climatique Canada

Solicitation: 5000054756R

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 - 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 insert the title)*.

Title: *(insert title at contract award)*

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

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B 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"

Insert Subsection: "36 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."

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 award to January 31, 2025.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period 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 ten (10) 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Procurement and Contracting
Address: _____
Telephone: ____ - ____ - _____
Email address: _____

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

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Address: _____
Telephone: ____ - ____ - _____
Email 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.

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____



Address: _____
Telephone: ____ - ____ - _____
Email address: _____

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

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 _____ (*insert "included", "excluded" OR "subject to exemption"*) 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.

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 the Territory of Yukon.

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 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements; and
- (f) 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).*)

12. Insurance – Specific 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.



13. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

14. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



ANNEX A

STATEMENT OF WORK

Snow Clearing, Ice Control and Sweeping Operations, Whitehorse YT

1. LOCATION

91780 (CWS) & 91782 (CSB) Alaska Highway
Whitehorse, YT Y1A 5X7

2. OBJECTIVES

Due to the annual winter weather in Whitehorse, the front, back and top compound and main helium storage access roads of Environment Climate Change Canada Complex must be cleared of ice and snow for access and safety reasons. In addition, the walkways and entranceways must be cleared of snow prior to 7:00 a.m. Monday to Friday, The walkway next to 91780 Alaska Highway (CWS) that goes to the Weather Station Instruments must be cleared each Monday prior to 07:30 a.m... The access roads and paved surfaces on the grounds require sweeping to clear away the winter debris left behind from the salting and sanding operations and regular sweeping throughout the summer months. Environment Climate Change Canada requires a contractor to provide equipment and operators to undertake the required winter maintenance services and sweeping operations.

3. TASKS AND DELIVERABLES

3.1 Snow Clearance:

The scope of work includes the supply of all trained and competent labor, supervision, approved equipment and materials, on an "as required basis", to keep the access roads and grounds clear of ice, snow and debris on the Environment Climate Change Canada complex property. The Contractor must provide the appropriate sized-equipment, qualified operators, approved materials and supervision to carry out the following tasks on as requested basis:

- Supply and spread sand abrasives after and between storm events using a sanding truck to maintain the asphaltic surfaces safe and passable for vehicles and pedestrians;
- Clear snow when it reaches a depth of 4.5 centimeters as well as after storm events to maintain the access roads passable and building entrances and parking areas accessible. Due to the limited space on site, the Contractor must have the following equipment available to clear the snow: a grader, a loader with blade and a bob cat and must use the specific equipment as requested by the Technical Authority or designated alternate;
- Remove and dispose snow accumulations off site when storage areas are exhausted using a loader and dump truck; and
- Sweep asphalt surfaces following the winter season to remove accumulated sand and debris and during the summer months to keep the site tidy and clean and safe for cyclists.



The Contractor must keep the access roads, parking lots and grounds clear of ice, snow, and debris, as requested on a 24-hour, seven days a week basis. The Work will be accepted by the Technical Authority or designated alternate.

3.2 Storm Response:

- During heavy snow or sleet storms, clearance operations must commence immediately to prevent accumulations from reaching a depth of 4.5 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 or designated alternative 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.

4. GENERAL CONDITIONS

4.1 Materials and Equipment:

- 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.
- The Technical Authority or designated alternate will not give any assistance in the procurement of materials or products required for the performance of this Contract.
- Environment and Climate Change Canada will not provide storage space for the Contractor's equipment or material.

4.1.1 Equipment/Operator Categories:

- The following is a list of the Equipment/Operator Categories
 - Sanding Truck
 - 344H John Deer Loader or equivalent
 - S160 Bobcat or equivalent
 - Bobcat w/angle broom or equivalent
 - Bobcat w/pick- up or equivalent
 - Bobcat w/blade or equivalent
 - 16 yard dump truck
 - 9 yard dump truck
 - End dump
 - Dump truck
 - Hauling
- The actual equipment/operator requirements for each category will depend on the severity of the winter and the specific needs as the work proceeds.

4.2 Responsibility for Damage – Building and Contents:

- 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.



- It is the responsibility of the Contractor to ensure all products are compatible with the surface on which they are applied.
- Any damage resulting from the misuse of such agents, materials or equipment will be assessed against the Contractor.
- 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 or designated alternate.
- 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 or designated alternate's attention, in writing, any defects within 30 days of contract award.

4.3 Supervision and Liaison:

- The Contractor's 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 or designated alternate can have access to him/her at all times.
- If requested by the Technical Authority or designated alternate, the Contractor must remove any person employed by the Contractor for purposes of this Contract who, in the opinion of the Technical Authority or designated alternate is incompetent or has conducted themselves improperly. The Contractor must not permit this person to return to the property.

4.4 Inspecting 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 or designated alternate is not acceptable, will be considered not done and these operations must be redone in part or in whole, until the Technical Authority or designated alternate is fully satisfied.

4.5 Time Sheets:

- The Contractor will prepare time sheets at the end of every day worked detailing the hours worked for each equipment category and number of sanding events and will submit the time sheets for authorization by the Technical Authority or designated alternate. Timesheets must be submitted along with invoices for payment.

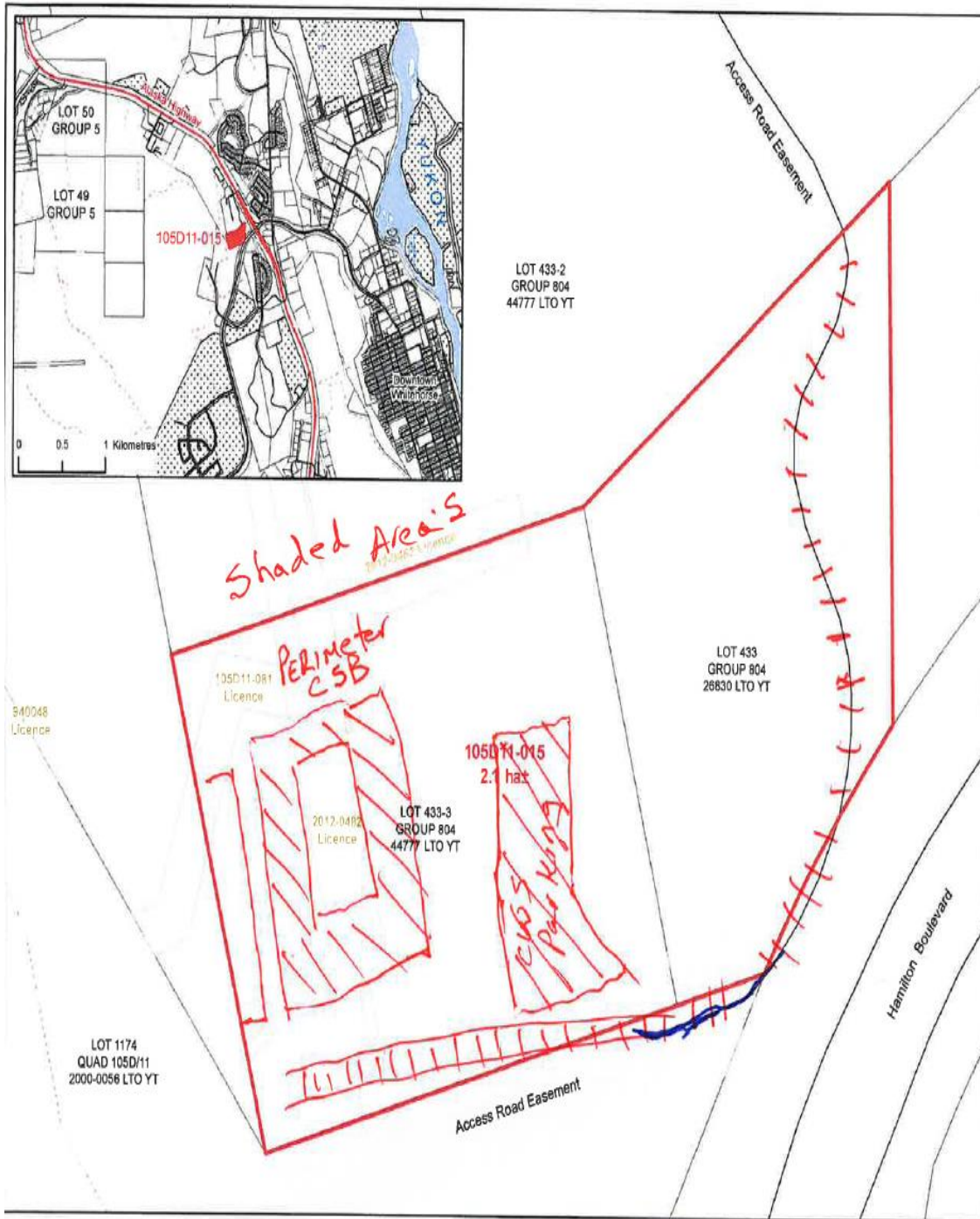
4.6 Compliance with Safe Work Practices and Health and Safety Policies

- The Contractor must comply with all Whitehorse Site safe working procedures and comply with all site security policies. In addition, applicable Federal, Provincial and Municipal rules and regulations Including the Canada Labour Code Part II, and Federal and Provincial Building and Fire Codes must be adhered to.



ATTACHMENT 1 TO ANNEX A

LOT SIZE DIAGRAM



Department of
Environment,
Water Survey of
Canada

Reserve

Disp. No.: 105D11-015
PID: 100026680

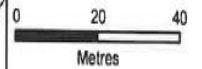
In Whitehorse YT,
Comprised of a portion of
Lot 433-3
44777 LTO, 60488 CLSR
and a portion of Lot 433,
26830 LTO, 52105 CLSR

105 D/11

Lat: 60° 43' N
Long: 135° 05' W

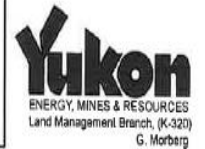
June 6, 2012

amended August 23, 2012



1:1,200

The 'waterbodies'
base data is only a
graphical representation
of the shoreline and
may differ from the
actual geographic feature.

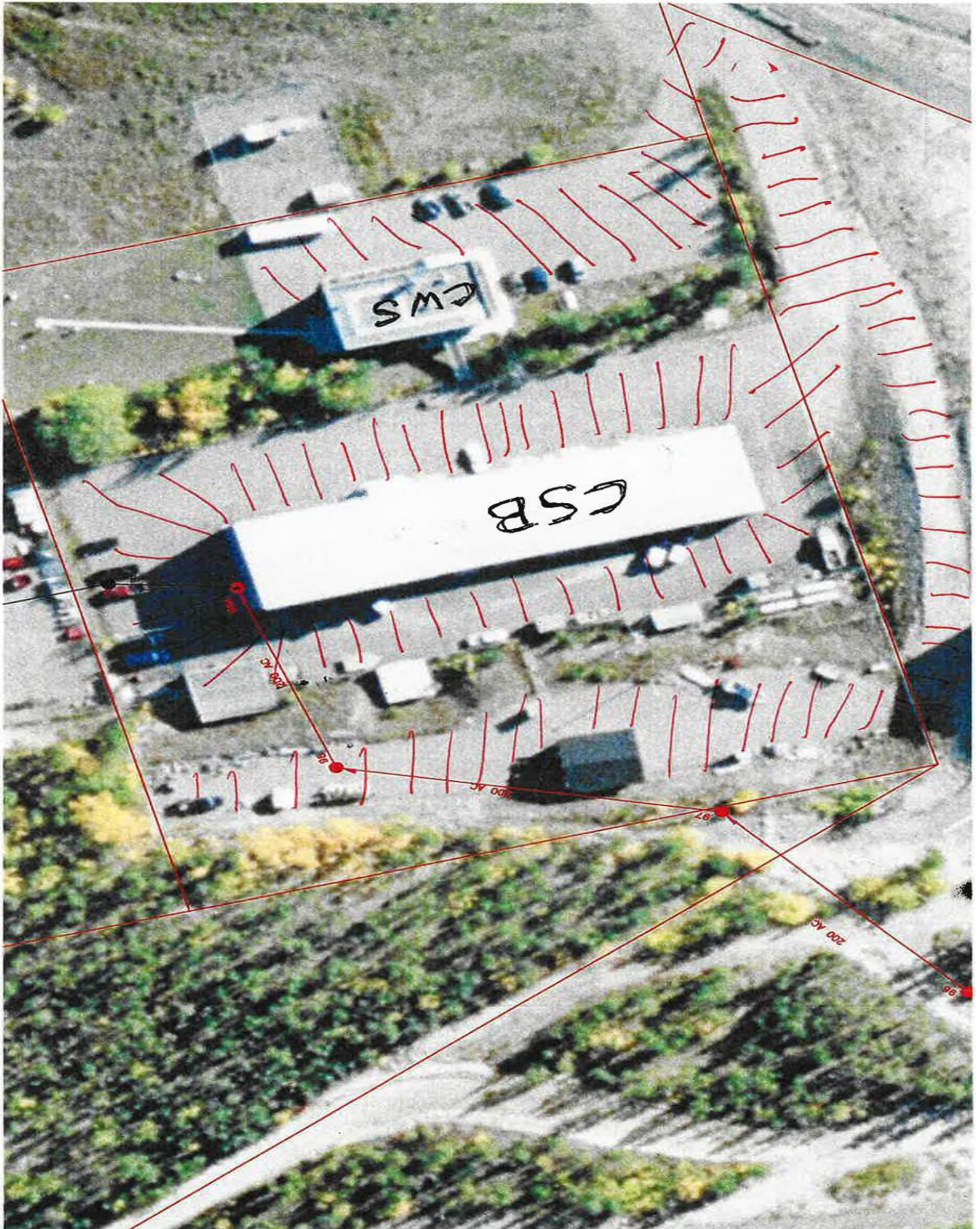




ATTACHMENT 2 TO ANNEX A

AERIAL VIEW







ATTACHMENT 3 TO ANNEX A

SNOW CLEARING AREA





ANNEX B

BASIS OF PAYMENT

*With regards to the “Quantity” listed in the tables below, the estimated quantities are for evaluation purposes only during the solicitation process and are estimates provided in good faith.

*Each unit price must include fuel and hauling costs.

The Contractor will be paid as follows:

Table 1: Year One (1) – February 1, 2022 to January 31, 2023

Equipment/ Operator Category	Quantity (A)	Unit Price (B)	Price (A)*(B)
Sanding Truck	1.5 tonnes of sand	\$ _____	\$ _____
344H John Deer Loader or equivalent	32.0 hours	\$ _____	\$ _____
S160 Bobcat or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/angle broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/pick- up broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/blade or equivalent	32.0 hours	\$ _____	\$ _____
16 yard dump truck	32.0 hours	\$ _____	\$ _____
9 yard dump truck	16.0hours	\$ _____	\$ _____
End dump	32.0 hours	\$ _____	\$ _____
Total Price for Year One (1)			\$ _____ Sum of Column



Table 2: Year Two (2) – February 1, 2023 to January 31, 2024

Equipment/ Operator Category	Quantity (A)	Unit Price (B)	Price (A)*(B)
Sanding Truck	1.5 tonnes of sand	\$ _____	\$ _____
344H John Deer Loader or equivalent	32.0 hours	\$ _____	\$ _____
S160 Bobcat or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/angle broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/pick- up broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/blade or equivalent	32.0 hours	\$ _____	\$ _____
16 yard dump truck	32.0 hours	\$ _____	\$ _____
9 yard dump truck	16.0hours	\$ _____	\$ _____
End dump	32.0 hours	\$ _____	\$ _____
Total Price for Year Two (2)			\$ _____ Sum of Column



Table 3: Year Three (3) – February 1, 2024 to January 31, 2025

Equipment/ Operator Category	Quantity (A)	Unit Price (B)	Price (A)*(B)
Sanding Truck	1.5 tonnes of sand	\$ _____	\$ _____
344H John Deer Loader or equivalent	32.0 hours	\$ _____	\$ _____
S160 Bobcat or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/angle broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/pick- up broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/blade or equivalent	32.0 hours	\$ _____	\$ _____
16 yard dump truck	32.0 hours	\$ _____	\$ _____
9 yard dump truck	16.0hours	\$ _____	\$ _____
End dump	32.0 hours	\$ _____	\$ _____
Total Price for Year Three (3)			\$ _____ Sum of Column



Table 4: Option Period One (1) – February 1, 2025 to January 31, 2026

Equipment/ Operator Category	Quantity (A)	Unit Price (B)	Price (A)*(B)
Sanding Truck	1.5 tonnes of sand	\$ _____	\$ _____
344H John Deer Loader or equivalent	32.0 hours	\$ _____	\$ _____
S160 Bobcat or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/angle broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/pick- up broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/blade or equivalent	32.0 hours	\$ _____	\$ _____
16 yard dump truck	32.0 hours	\$ _____	\$ _____
9 yard dump truck	16.0hours	\$ _____	\$ _____
End dump	32.0 hours	\$ _____	\$ _____
Total Price for Option Period One (1)			\$ _____ Sum of Column



Table 5: Option Period Two (2) – February 1, 2026 to January 31, 2027

Equipment/ Operator Category	Quantity (A)	Unit Price (B)	Price (A)*(B)
Sanding Truck	1.5 tonnes of sand	\$ _____	\$ _____
344H John Deer Loader or equivalent	32.0 hours	\$ _____	\$ _____
S160 Bobcat or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/angle broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/pick- up broom or equivalent	32.0 hours	\$ _____	\$ _____
Bobcat w/blade or equivalent	32.0 hours	\$ _____	\$ _____
16 yard dump truck	32.0 hours	\$ _____	\$ _____
9 yard dump truck	16.0hours	\$ _____	\$ _____
End dump	32.0 hours	\$ _____	\$ _____
Total Price for Option Period Two (2)			\$ _____ Sum of Column

Bid Price (A): \$ _____
(Table 1 + Table 2 + Table 3 + Table 4 + Table 5)

Applicable Taxes (B): \$ _____

Total Price (A)+(B): \$ _____



ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Environment and Climate Change 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. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.