

Return Bids to:

Natural Resources Canada Bid Receiving Natural Resources Canada See herein for bid submission instructions

Request for Proposal (RFP)

Proposal To: Natural Resources Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments - Commentaires

Issuing Office – Bureau de distribution Finance and Procurement Management Branch Natural Resources Canada 580 Booth Street Ottawa, ON K1A 0E4

Title – Sujet Snow removal service at the Laurentian Forestry Centre			
Solicitation No. – No de l'invitation NRCan-5000069139 Date September 16, 2022			
Requisition Reference No N° de la 173116	demande		
Solicitation Closes – L'invitation prei at – à 02:00 PM (Eastern Daylight Savon – le October 18, 2022.			
Address Enquiries to: - Adresse tout steve.verner@nrcan-rncan.gc.ca	es questions à:		
Telephone No. – No de telephone			
343-543-6090			
Destination – of Goods and Services Destination – des biens et services:	:		
1055 Du PEPS Street Quebec, QC G1V 4C7			
Security - Sécurité			
There are no security requirements a requirement.	ssociated with this		
Vendor/Firm Name and Address Raison sociale et adresse du fournis l'entrepreneur	seur/de		
Telephone No.:- No. de téléphone:			
Email – Courriel :	to simp on babalt of		
Name and Title of person authorized Vendor/Firm (type or print) Nom et titre de la personne autorisée fournisseur/de l'entrepreneur (taper caractères d'imprimerie)	e à signer au nom du		
Signature [Date		



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
1.1 Introduction	
1.3 DEBRIEFINGS	_
PART 2 - BIDDER INSTRUCTIONS	7
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 2.2 SUBMISSION OF BIDS	
PART 3 - BID PREPARATION INSTRUCTIONS	10
3.1 BID PREPARATION INSTRUCTIONS	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES	
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
 5.1 CERTIFICATIONS REQUIRED WITH THE BID 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION. 5.2.2 FORMER PUBLIC SERVANT 	13
PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS	17
6.1 SECURITY REQUIREMENTS	
PART 7 - RESULTING CONTRACT CLAUSES	18
7.1 STATEMENT OF WORK	18 18 18
7.7 PAYMENT	20 20
7.11 PRIORITY OF DOCUMENTS	21 21
7.14 DISPUTE RESOLUTION	22

ANNE	X B - BASIS OF PAYMENT	29
ANNE	X C - INSURANCE REQUIREMENTS	30
APPEI	NDIX 1 - EVALUATION CRITERIA	32
1.	Technical Criteria	32
	MANDATORY EVALUATION CRITERIA	
APPE	NDIX 2 - FINANCIAL BID PRESENTATION SHEET	34



The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

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 Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

- 1.2.1 By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for snow removal services at the Laurentian Forestry Centre located at 1055 PEPS Street, Quebec, QC G1V 4C7 from November 1st, 2022 to May 15, 2023. They will also be possibility of 3 additional years.
- 1.2.2 This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian Free Trade Agreement (CFTA), the Canada European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Korea Free Trade Agreement, the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Honduras Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), the Canada Colombia Free Trade Agreement (CColFTA), and the Canada Panama Free Trade Agreement (CPanFTA).
- 1.2.3 There is an optional site visit associated with this requirement. See Part 2 Bidder Instructions.
- 1.2.4 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.



1.3 Debriefings

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

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- In the complete text content (except Section 1 and 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: Delete entirely
- Subsection 2 of Section 8: Delete: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.

Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: mailto:procurement-approvisionnement@NRCan-RNCan.gc.ca **Subsection 2b of Section 8:**

Delete: six business days **Insert**: five business days

Under Subsection 2 of Section 20: Delete in its entirety

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. NRCan encourages bidders to submit all bids earlier than the closing time.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

mailto:procurement-approvisionnement@NRCan-RNCan.gc.ca

Note: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions <u>2003 (Subsection of Section 08)</u>, or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

NRCan-5000069139-Snow removal service at the LCF

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by email, mail or facsimile to NRCan will not be accepted.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1055 PEPS Street, Quebec, QC G1V 4C7, on Thursday October 6, 2022. The site visit will begin at 9:00 EDT. Please report to reception upon arrival.

Wearing a mask may be required.

Bidders are requested to communicate with the Contracting Authority no later than 24 hours before the visit date 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

RFP # NRCan-5000069139

2.7 **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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (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:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. the 1st page of this RFP signed with their legal name;
- 2. the name of the contact person (provide also this person's mailing address, phone 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.

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, evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete
 list of names of all individuals who are currently directors of the Bidder or, in the case of a private
 company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder:
OR
Name of each member of the joint venture:

Member 1:	
Member 2:	
Member 3:	
N 4 1 4	

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u>
<u>Benefits Act</u>, 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 <u>Defence Services Pension</u>

Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 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.

5.2.3 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR



b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

☐ Our Company <u>is NOT an Aboriginal Firm</u>	
☐ Our Company is an Aboriginal Firm, as identified above.	
Signature	Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.

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 Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled ______, dated _____. (to be completed at contract award)

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

2010C (2022-01-28), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

- If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of November 1, 2022 to May 15, 2023.

The period of the Contract is from date of Contract to September 30, 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 year periods 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 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: Steve Verner Title: Procurement Officer

Natural Resources Canada (NRCan)

Procurement Services Unit

Address: 580 Booth Street, Ottawa, ON K1A 0E4

Telephone: 343-543-6090

E-mail address: steve.verner@nrcan-rncan.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 Project Authority (to be provided at contract award)

Name: _____ Title: ____ Organization: ____ Address: ____ Telephone: ___-__ E-mail address: ____

The Project Authority for the Contract is:

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

7.5.3 Contractor's Representative (to be provided at contract award)

Name:	
Title:	
Organization:	
Address:	
Telephone:	
E-mail address:	

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.



7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

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

7.7.3 Method of Payment

Progress Payments

- 1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month during seven (7) months, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

Note: Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

Invoicing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2010C (2022-01-28) Medium Complexity Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- 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)) including its Inuit Benefits Plan. (if applicable).

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

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

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

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

7.14 Dispute Resolution

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

- (a) 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.
- (b) 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.
- (c) 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. GENERAL CLAUSES

1.1 COMPANY'S QUALIFICATIONS

The Company must be the owner or long-term lessee of the equipment. Ownership and long-term rental must be certified by registration certificate. Registration certificates must be valid at the time of the bid and at all times during the period covered by this Statement of Work.

1.2 GENERAL EQUIPMENT REQUIREMENTS

- 1.2.1 All equipment must be in perfect working condition. If the Departmental Representative is of the opinion that the mechanical condition or the condition of the tires of a machine is causing delays or posing safety or environmental risks, the equipment must be repaired or replaced within 4 hours of the report.
- 1.2.2 Use equipment that will not break pavement or sidewalks. Do not use serrated blades.

1.3 RESPONSIBILITIES OF THE COMPANY

- 1.3.1 The Company must assume responsibility for any accident or damage caused by its personnel to government property or to any person on Department property.
- 1.3.2 The Company must assume responsibility for any accident or damage caused by its equipment to Department property or to any person on the Department grounds, if the equipment in question is defective or if it was left unattended.
- 1.3.3 The Company must assume responsibility for the safety of its personnel.
- 1.3.4 The Company must assume full responsibility for the safety of its equipment and materials during and after working hours. Canada will not be liable for vandalism, theft, or loss.
- 1.3.5 a) Before the snow removal period
 - The Company will install protection barriers ("Jersey barriers") at the places most prone to damage, such as the semicircle at the main entrance, snow pickup areas, etc.; it will also install protective markers indicating sidewalk curbs all around the perimeter of the parking lots, taking care not to overlook areas that separate/demarcate parking lots.
- 1.3.5 b) After the snow has melted, the Company must repair any damage caused by its equipment during snow removal operations:
 - 1) rake up and remove gravel that has landed on the grass or on paved surfaces;
 - 2) reinstall precast concrete parking curbs, if necessary;
 - 3) repair grassed areas (unless they have been designated as surfaces to be cleared of snow);
 - 4) repair fences:
 - 5) replace uprooted or twisted poles;
 - 6) repair any other damage to government property, including pavement or sidewalk curbs.
- 1.3.6 The Contractor must assume responsibility for carrying out an inspection of snow removal areas with the Departmental Representative and for writing up inspection reports prior to the start of the winter season, reporting any damage to government property either caused or observed throughout the season.

1.4 START-OFF MEETING

- 1.4.1 A start-off meeting will be held as soon as possible after the contract has been awarded, and a debriefing meeting will be held upon completion of the option years or by November 1 of each option year.
- 1.4.2 The meeting agenda will be as follows:
 - 1) Reading of the most important contract clauses and review of the Statement of Work;
 - 2) Exchange of information and documents;
 - 3) Inspection of snow removal areas with the Departmental Representative;
 - 4) Departmental Representative's comments on specifics regarding the areas to be cleared of snow:
 - 5) Discussion of the emergency response process and numbers to call.
- 1.4.3 At this meeting, the Contractor shall provide:
 - 1) Name and telephone number of the person responsible for its administration.
 - 2) Name and telephone number of the person responsible for performing the work.
- 1.4.4 Communication in writing to the Departmental Representative throughout the contract period detailing any changes in the information already provided.

2. SCOPE OF WORK

2.1 WORK TO BE PERFORMED

- 1) Provide and install poles or stakes to delineate lanes and snow removal access:
- 2) Clear paved lanes and sidewalks using machinery appropriate to the physical environment; the Contractor must leave a 6-inch margin of snow along edges and walls so as not to damage them.
- 3) Clear manually (shovel) emergency entrances, stairs, access to tanks, and the bicycle area;
- 4) Transport the snow to a snow dump (do not accumulate or pile snow on Department grounds for any longer than a maximum of 48 hours);
- 5) Spread sand, salt, gravel, or other de-icing products according to the location and condition of slippery surfaces. Spreading must be done after mechanical and/or manual snow removal has been completed. The de-icing products used must be environmentally friendly and must not damage the areas serviced;
- 6) Clear a swath 1.22 m wide on the east side of the building, from the staircase to the sidewalk along Robert-Bourassa Boulevard;
- 7) Clean the serviced areas by May 15 of each year of the contract;
- 8) Snow must be removed manually from heavy-traffic building entrances and outside walkways using shovels and snow brooms. This may be performed using mechanical brushes and snowblowers only during heavy snowfalls that exceed physical limits for manual snow and ice removal. Removing the snow quickly should reduce the need for de-icing. De-icers used must be certified environmentally friendly. During periods of rain or freezing rain, road-de-icing wood chips should be used rather than sand as an abrasive, and the application of any de-icing agent should be discontinued. Any unused de-icing agent should be placed carefully in storage to eliminate any possibility of chemical spillage.

2.2 SERVICE CONDITIONS

- The Contractor will refer to the plan to become acquainted with the areas to be cleared of snow and may refer to the Departmental Representative for any other information that may be useful in performing the services;
- 2) All surfaces up to the doors must be completely cleared by 7:00 am, ensuring users safe access to the grounds and building. Delays will not be tolerated;
- The Contractor shall begin snow removal any time snow accumulation reaches 5 cm, including on weekends and holidays;
- 4) The Contractor will be responsible for picking up the snow and transporting it to a suitable location (snow dump);
- 5) The accumulation of snow piled on the grounds and near the access areas must be cleared within 48 hours following the start of the snow-clearing operation, or as directed by the Departmental Representative;
- 6) Snow shall not be blown or piled on Department or neighbouring grounds;
- 7) Under no circumstances shall access to the grounds or building be difficult or delayed;
- 8) The Contractor shall be responsible at all times for spreading sand, salt, gravel, or other de-icing products on all slippery and dangerous surfaces. The Contractor shall provide the road-de-icing wood chips, sand, gravel, and other de-icing products used. All de-icing products used must be environmentally friendly and must not damage the areas serviced; If applicable, the Contractor shall also remove excess de-icing products from the entrances after these surfaces have been made safe. There should be no accumulation of de-icing products at the main entrance during periods when there is no snowfall.
- 9) Three clean boxes of a reasonable size and containing de-icing products shall be made available to the Department and as directed by the Departmental Representative;
- 10) The approximate surface area of the paved zones is 8,100 m² and of the pedestrian zones 750 m² (see the plan of the clearing area shown in yellow in Appendix C);
- 11) During a snow storm, snow removal must be performed throughout the storm, so that the building remains accessible at all times;
- 12) The Contractor shall be responsible for keeping access routes to public roads clear at all times, even on stormy days and when access has been blocked by the city's snow removal operations;
- 13) The Contractor shall be responsible for any damage to the building and grounds, such as walls, curbs, poles, lampposts, etc. Additionally, since the fall 2015 reconditioning of the parking curbs and paving, the Contractor must ensure that the snow removal methods and vehicles used reduce potential damage to an absolute minimum. To this end, wheel loaders which were too large for the narrow parking areas will be replaced by tractors with blades and blowers. The Contractor will report to the Departmental Representative within 48 hours any instance of breakage that it has caused to the facilities (street lights, bollards, parking curbs, asphalt, building, etc.);
- 14) The Contractor shall cut or level all bumps, irregularities, or holes that may form as a result of snow and ice accumulation;

- 15) The Contractor shall pay particular attention to snow removal in the two loading dock areas, as well as in the areas both outside and inside the fenced-in enclosure surrounding the liquid nitrogen tank located on the south-east side of the building, in order to avoid any accumulation of snow that could affect the users' work;
- 16) Prior to the beginning of each snow season, the Contractor shall carry out a site inspection with the Departmental Representative (see section 1.4);
- 17) By May 15th of each year of the contract, the Contractor shall clean the traffic areas and other areas where snow removal was performed during the winter, in order to remove any debris or sand. At the same time, it will remove all demarcation poles from the parking lot, without exception.
- 18) The contractor shall not leave any equipment on site (parking lot or grass area) such as trucks, tractors, blowers or scrapers; regardless of condition or number.

2.3 Acceptance of work - Method and source

All deliverable products and services provided under a contract are subject to inspection by the Project Manager. The Project Manager must have the right to reject any deliverable that is not considered satisfactory or to require rectification before authorizing payment.

3 Obligations of the Contractor

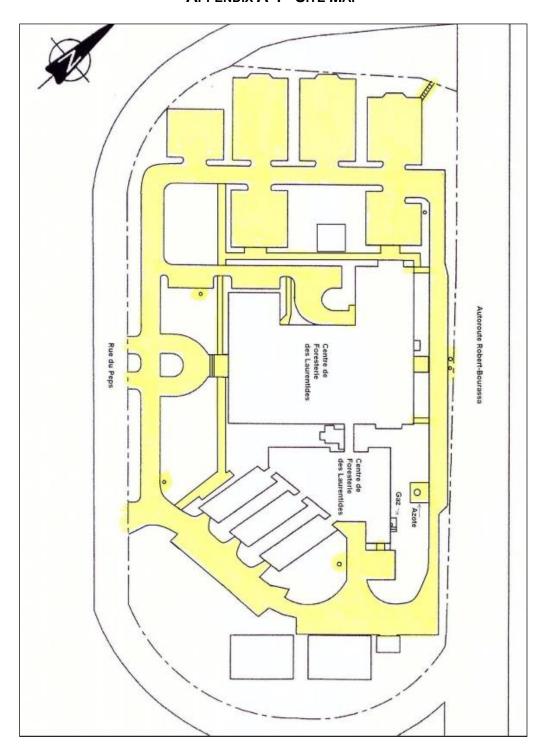
The Contractor must visit the site with the Technical Authority at the beginning of the season. The Contractor must request from the Technical Authority photos of any damaged facilities on the site. At the end of the season, another inspection will be done jointly. The Contractor shall immediately report to the Technical Authority any damage caused by its personnel, its equipment, or a third party. Any damage caused by the Contractor will be repaired at the Contractor's expense and within a period mutually agreed upon. If the Contractor has not carried out all such repairs by June 1, NRCan may perform the repair work to its own satisfaction, using funds withheld as partial or full payment. Any repairs must be done to the satisfaction of the NRCan site manager. The Technical Authority must send confirmation to the Contractor when repairs are approved.

Repairs to traffic signs damaged by snow removal must be made to the satisfaction of the Technical Authority by June 1 at the latest. Repairs to curbs damaged during snow removal must be made to the satisfaction of the Technical Authority by June 1 at the latest. Repairs to buildings, driveways, and grass areas, removal of de-icing products, and replacement of shrubs and trees damaged by snow removal must be completed by June 1 at the latest.

It should be noted that, according to article 9 of the contract, the government reserves the right to:

- 1. retain the funds withheld until the contractor has completed the work in accordance with the Statement of Work; and
- 2. use the funds withheld to cover liabilities resulting from the Contractor's failure to fulfill its obligations.

APPENDIX A-1 - SITE MAP







Page 28 of 35

ANNEX B - BASIS OF PAYMENT

(to be completed at contract award)

ANNEX C - INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - 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.
 - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, 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 codefend 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.

RFP # NRCan-5000069139

APPENDIX 1 - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M 1	The Bidder must be the owner or long-term lessee of the equipment it intends to use to fulfill the contract. In signing the bid , the Bidder certifies that it is the owner or long-term lessee of all such equipment.		
M 2	In order to provide proof of ownership or long-term lease, the Bidder must provide NRCan with a copy of the current registration certificates for the vehicles it intends to use to fulfill the contract. Bidders are requested to attach copies of their registration certificates to their bids. If copies of the registration certificates are not attached to the bid, the Bidder agrees, upon request from NRCan, to provide a copy of said certificates within a period of no more than 48 hours. Failure to provide an adequate response to this request within the time stipulated will result in the bid being deemed inadmissible.		
М3	All equipment must be in perfect working condition. In signing the bid , the Bidder certifies that all the equipment it intends to use to perform the contract is in perfect working order.		

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
	Bidders must within the past three years have successfully carried out to completion at least one (1) contract of similar size and scope as per required in this project.		
	Similar size and scope means: experience on a contract of institutional snow removal for more than 150 parking spaces, including shovelling sidewalks and entranceways, or on a contract of a value greater than \$35,000.		
	In order to demonstrate that their company has the required qualifications, Bidders should provide the following minimum information:		
	- Contract title;		
	 Description of the snow removal service; 		
M4	 Name of the organization/client, including the name and telephone number of a contact person who can confirm the information; 		
	 Exact dates of the contract (month and year of start and end/delivery). 		
	If the information provided is not sufficient to confirm the relevance of the completed project to the above requirements, the bid will be deemed inadmissible.		
	A verification may be performed contacting the clients of the referenced contracts in order to certify the accuracy of the information. If the clients cannot be reached or disagree with the information provided by the Bidder, the bid will be deemed inadmissible.		

APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET

1 FIRM PRICE

1.1 Snow removal services - up to 350 cm

Provide all-inclusive firm price in Canadian funds including labor, supervision, materials, equipment, transportation, overhead, markup and any associated costs (taxes extra) and include all snow removal requirement to a total snow accumulation of 350 cm per snow season, in accordance with the Statement of Work attached at Annex A. *

A- Services - 2022-2023

DESCRIPTION	Nomber of months	Cost per month	FIRM PRICE (applicable taxes excluded)
Full months of snowing removal: 1. November 2. December 3. January 4. February 5. March 6. April	6	\$	\$
Partial month of snowing removal : May 1st to May 15, 2022			\$
Total A for financial proposal evaluation (taxes extra):			\$

B- OPTIONNALS Services - 2023-2024

DESCRIPTION	Nomber of months	Cost per month	FIRM PRICE (applicable taxes excluded)
Full months of snowing removal: 1. November 2. December 3. January 4. February 5. March 6. April	6	\$	\$
Partial month of snowing removal : May 1 st to May 15, 2023			\$
Total B for financial proposal evaluation (taxes extra):			\$

C- OPTIONNALS Services - 2024-2025

DESCRIPTION	Nomber of months	Cost per month	FIRM PRICE (applicable taxes excluded)
Full months of snowing removal: 1. November 2. December 3. January 4. February 5. March 6. April	6	\$	\$
Partial month of snowing removal : May 1st to May 15, 2024			\$
Total C for financial proposal evaluation (taxes extra):			\$

D- OPTIONNALS Services - 2025-2026

DESCRIPTION	Nomber of months	Cost per month	FIRM PRICE (applicable taxes excluded)
Full months of snowing removal: 7. November 8. December 9. January 10. February 11. March 12. April	6	\$	\$
Partial month of snowing removal : May 1st to May 15, 2025			\$
Total D for financial proposal evaluation (taxes extra):			\$

Total A + B + C + D = Total for evaluation (article 4.2.1) of the bid:	\$
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1.2 Snow removal services – Accumulation of More than 350 cm

*When the snow accumulation exceeds 350 cm, as recorded by Environment Canada at Jean-Lesage Airport, a bonus of 10 % of the contract value will be paid to the contractor on the last invoicing in May.

IN CASE OF ERROR IN THE CALCULATION OF PRICES, THE UNIT PRICE WILL BE PREPONDERANT. CANADA CAN AWARD A CONTRACT WITHOUT NEGOCIATION.