



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

[Diane.jazzar@tc.gc.ca](mailto:Diane.jazzar@tc.gc.ca)

[Cory.lajoie@tc.gc.ca](mailto:Cory.lajoie@tc.gc.ca)

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Comments – Commentaires**

**Proposal To: Transport 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 thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Proposition à : Transports Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions

<b>Title – Sujet</b>	
Snow Removal – Dorval Office	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
T8080-220687	September 19, 2023
<b>Client Reference No. – N° référence du client</b>	
T3125-220068	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes</b>	<b>Time Zone</b>
<b>L'invitation prend fin</b>	<b>Fuseau horaire</b>
<b>at – à</b>	<b>02:00 PM – 14h00</b>
<b>on – le</b>	<b>October 6, 2023</b>
Eastern Daylight Time (EDT)	
Heure Avancée de l'Est (HAE)	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
<b>Diane Jazzar</b>	
<b>Area code and Telephone No.</b>	<b>E-mail</b>
<b>Code régional et N° de téléphone</b>	<b>Courriel</b>
<b>613-866-4767</b>	<a href="mailto:Diane.jazzar@tc.gc.ca">Diane.jazzar@tc.gc.ca</a>
<b>Destination – of Goods, Services, and Construction:</b>	
<b>Destination – des biens, services et construction</b>	
<b>Dorval, Quebec</b>	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required -Livraison exigée</b>	<b>Delivery offered -Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this work.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

**Bids must be submitted by Electronic Submission only to:**

[diane.jazzar@tc.gc.ca](mailto:diane.jazzar@tc.gc.ca) and [cory.lajoie@tc.gc.ca](mailto:cory.lajoie@tc.gc.ca)

Refer to Part 3, section 3.1 "Bid Preparation Instructions".

## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

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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.

### **2.4 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.

### **2.5 Applicable Laws**

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

### **2.6 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**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically by the date and time of closing identified on page 1. Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid** One (1) soft copy, Submitted by E-mail;
- Section II: Financial Bid** One (1) soft copy, Submitted by E-mail;
- Section III: Certifications** – Not included in the technical bid, One (1) soft copy, Submitted by E-Mail.

**The bids must be sent by E-mail to: [diane.jazzar@tc.gc.ca](mailto:diane.jazzar@tc.gc.ca) and [cory.lajoie@tc.gc.ca](mailto:cory.lajoie@tc.gc.ca)**

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- use a numbering system that corresponds to the bid solicitation;
- include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- Include a table of contents.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

## **A. Electronic Payment of Invoices - Bid**

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices. The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).

### **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

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.

**Attachment 1 to Part 4 - Bid Evaluation Criteria**

**Mandatory Technical Criteria**

<b>No.</b>	<b>Mandatory criteria</b>	<b>Proposal Page Number Confirming the Criteria</b>	<b>Met / Not Met</b>
<b>1</b>	Have a one-year experience during the last 5 years with appropriate equipment in the snow removal of a parking area size of more than 16 000 square meters. This experience must be confirmed through three references to be submitted.		
<b>2</b>	Own the equipment that will be used during the contract as requested in the mandate. The bidder must fill out and submit the list of equipment used to perform the contract in Section B of the Technical Specifications.		
<b>3</b>	The bidder must provide the snow dumping sites with permit that it will use with the submission of its bid. The sites must hold a certificate of approval and meet all standards of all levels of government. If there is a contradiction, the most stringent standard will apply.		
<b>4</b>	The bidder must provide along with his bid an inspection report that confirms the proper functioning of his equipment and the date of the last inspection. This report must be drawn up by a licensed mechanic.		
<b>5</b>	The bidder must provide proof of his experience and satisfying performance by listing three (3) contracts that he has executed successfully, starting at the closing date of the RFP. This criterion is mandatory.		



Please fill out the following table with the client's name, address and parking area acreage in the contracts you have completed in the last five years:

	<b>Reference 1</b>	<b>Reference 2</b>	<b>Reference 3</b>
Name of Client Organization or Company			
Name and title of Contact Person			
Contact Person's Phone Number and E-mail			
Location of the Contract			
Value of Contract			
Period of Contract Execution (Month and Year)			
Contract Description et Snow Removal Area Size			
Place of Snow Dumping used during the Contract			
Average Number of Employees Deployed during the Contract			
Norm of Service Applied for Each Service Call from Client (Please indicate in Minutes the Approximate Time Delay to Arrive on the site)			
<b>For Evaluation Purposes Only</b>			

References provided by the bidder may be verified. Transport Canada reserves the right to verify that the information is accurate and complete.

The onus is on the bidder to ensure that the proposed contact person is aware of the services he has offered and is ready to be referred to. The Technical Assessment Team will attempt to communicate with the referred person by the bidder during the Technical Assessment Period between 8:00 am and 4:00 pm local time. If the referring customer does not validate the information, the bidder's proposal may be deemed non-compliant and may not be considered for further evaluation.

## **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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Additional Certifications Precedent to Contract Award**

##### **5.2.2.1 Status and Availability of Resources**

SACC Manual Clause [A3005T](#) ([2010-08-16](#)) Status and Availability of Resources.

##### **5.2.2.2 Education and Experience**

SACC Manual clause [A3010T](#) ([2010-08-16](#)) Education and Experience.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010C](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

[4013](#) (2022-06-20), Supplemental General Conditions – Compliance with on-site measures, standing order, policies and rules apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The work is to be performed during the period of November 1 to April 30 for each year.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to Four (4) 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 least Fifteen (15) 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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Diane Jazzar**  
A/Procurement Specialist  
Transport Canada  
330 Sparks Street  
Ottawa, ON K1A 0N5

Tel: 613-866-4767  
[Diane.jazzar@tc.gc.ca](mailto:Diane.jazzar@tc.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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

### 6.5.3 Contractor's Representative *( to be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 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 \$ \_\_\_\_\_ (*amount to be inserted 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.

#### 6.7.2 Multiple Payments

SACC Manual clause [H1001C \(2008-05-12\)](#) Multiple Payments

#### A. Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

Direct Deposit (Domestic and International);  
Electronic Data Interchange (EDI).

## 6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions together with the Maintenance Report (Monthly) described in the Statement of Work.

Invoices cannot be submitted until all work identified in the invoice is completed for the work identified in the invoice are received by the Project Authority.

Invoices must be sent to the Transport Canada regional facilities officer on a monthly basis:  
[TC.QUEAssistInstallationsDorval-DorvalFacilitiesAssistQUE.TC@tc.gc.ca](mailto:TC.QUEAssistInstallationsDorval-DorvalFacilitiesAssistQUE.TC@tc.gc.ca)

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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.

the Articles of Agreement;

Supplemental General Conditions [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

- (c) the general conditions [2010C](#) (2022-12-01) Professional Services (Medium Complexity)
- (d) Annex "A", Statement of Work
- (e) Annex "B", Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_ *(to be inserted at contract award)*

### 6.12 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance-No Specific Requirement

### 6.13 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 "[Dispute Resolution](#)".

**ANNEX "A" - STATEMENT OF WORK**

***SPECIFICATIONS  
FOR SNOW REMOVAL***

**TRANSPORT CANADA**

**700 LEIGH CAPREOL  
DORVAL, QUEBEC**

**2023**

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## 1. DEFINITIONS

### a) **Transport Canada**

Quebec regional office in Dorval.

### b) **Departmental representative**

Transport Canada facilities management personnel will act as the Departmental Representative for contract management purposes and for information on the terms of the contract.

### c) **Bidder**

The term "Bidder" means the person or firm legally or officially offering its services for the execution of the work.

### d) **Contract**

The term "Contract" means the acceptance by the Transport Canada Departmental Representative of the bid, drawings and specifications and all bid documents duly signed by the Contractor.

This acceptance constitutes a contract between Transport Canada and the Contractor.

### e) **Contractor**

"Contractor" means the bidder to whom the work has been awarded and who has signed a contract with Transport Canada for the completion of the requested work appearing on the plans and specifications.

### f) **Sidewalks**

Footpaths, paved or not, and of variable geometry.

### g) **Clearing**

All the operations by which the Contractor clears the surfaces of the parking lots, exits, emergency exits, sidewalks, exterior staircases over their entire area, of snow, ice or sleet, in order to allow motorized vehicle traffic and the passing of pedestrians at those locations provided for this purpose.

### h) **Removal**

All operations by which the Contractor completely removes snow, ice or sleet cleared from all surfaces of the Regional Office for loading onto trucks to be transported to a snow depot off the Transport Canada grounds.

### i) **Plans**

Sketches related to the contract and any amendments thereto.

### j) **Work**

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All activity that must be completed to achieve complete execution and in accordance with the contract.

**k) Abrasive**

Manual or mechanical spreading of abrasive granulate to restore adhesion sufficient for the safe movement of pedestrians and vehicles on icy surfaces.

**l) Ice melter**

Any product used to melt ice or hard snow.

**2. TERM OF THE CONTRACT AND SNOW REMOVAL SEASON**

The contract is for a firm year with an extension option for an additional four (4) years.

For the purpose of this contract, the snow removal season shall be defined as the entire period during which the snow falls or covers the parking lots, at least from November 1 to April 30 of each year.

**3. SCOPE OF WORK**

The work involves the provision of labour, equipment, tooling, abrasive products, ice melters, and materials, as well as the supervision required for clearing, snow removal and the spreading of ice melters or abrasives depending on weather conditions.

There is a building to be serviced at 700 Leigh-Capreol, Dorval, Quebec, comprising two (2) parking lots, sidewalks and stairs (see Section A - Facility Plan)

**4. SCALE OF WORK**

4.1 The work to be performed includes clearing, snow removal and spreading of abrasive and snow melter to maintain all entrances, service areas, sidewalks and parking areas free of snow or ice accumulation. This includes:

- One (1) 15,348 m<sup>2</sup> parking lot
- One (1) 612 m<sup>2</sup> parking lot
- One (1) emergency exit on the north side (facing the terminal and the Marriott Hotel). Despite the absence of the sidewalk, it will be cleared and de-iced in the same way as the other emergency exits.
- Two (2) emergency exits to rear parking lot.
- One (1) emergency exit on the south side. A staircase gives access to this exit and will have to be cleared and de-iced as well as the sidewalk that connects it to the south parking lot.
- A walkway the width of a sidewalk must be cleared of snow to allow access to the water towers from the rear parking lot of the building. Abrasive will be applied according to climatic conditions.
- Sidewalk in paving stone connecting Leigh-Capreol Place to the north and the parking lot to the south of the building as well as the east entrance to Roméo-Vachon Street will have to be cleared by hand only. **No vehicle may be driven on areas with paving stone.**
- Application of abrasives and/or de-icers will be adapted to the temperature and weather conditions in the entire parking area after clearing the snow.

- 
- 4.2 The Contractor shall refer to the Section A plan for the exact locations of the various surfaces to be cleared and shall take the required information from the Departmental Representative.
- 4.3 The Contractor must pay special attention to inclined surfaces. He shall, at all times, clear access to hydrants and emergency exits.

## 5. WORK EXECUTION

- 5.1 The Contractor shall begin the snow removal work as soon as snow accumulation on the ground reaches a height of 3 cm from one or more precipitations or on the explicit request of the Departmental Representative. The official measurement will be Environment Canada's measurement at the Pierre-Elliott-Trudeau airport station in Dorval.
- 5.2 The Contractor must begin the spreading of ice melter and/or abrasive at the onset of freezing rain precipitation and adjust the quantities of the products to maintain sidewalks, exits and parking areas free of ice, for the duration of the precipitation.
- 5.3 Access to buildings such as entrance doors, garage doors, sidewalks, stairs, emergency exits, etc. inaccessible to motorized or mechanical equipment must be cleared manually and free at all times of snow and ice.
- 5.4 The Contractor shall pay close attention to the maintenance of parking lots, passages and slopes for the disabled.
- 5.5 Road signs and identification signs must be clear to be visible at all times.
- 5.6 In the event of a snowstorm, the Contractor will conduct the clearance operations, even during the storm.
- 5.7 Following rain or thaw, the Contractor shall remove all ice or snow that prevents the flow of water to the drains to prevent any build-up of water on the sidewalks or parking lots.
- 5.8 The Contractor shall immediately notify the Departmental Representative of the presence of any blocked surface drain.
- 5.9 Any pile of snow exceeding a height of 80 cm from street level, within 15 meters of an intersection or entrance to a parking lot, as well as snow piles exceeding the window sills of the buildings shall be removed.
- 5.10 When there is blowing snow, even if there is no precipitation, the Contractor must clear all the surfaces indicated on the Section A plan.
- 5.11 All surfaces described in these specifications shall be cleared in full so as to see the edges which limit them.
- 5.12 De-icing and abrasive spreading should be carried out with a view to minimizing risks to the health and safety of users. If a surplus is accumulated, the latter must be swept and disposed of so as not to damage surfaces and the ground.
- 5.13 It is not permitted to push the snow onto the border at the main entrance of the building. Any accumulation of snow on the borders caused by backflow will be eliminated.
- 5.14 Entrances/exits, emergency exits and sloping surfaces must be free of snow and/or ice at all times.

- 
- 5.15 The use of ice melter such as sodium chloride or calcium chloride salt is prohibited on grass surfaces such as the northern emergency exit and the water tower access. Only the use of replacement ice melters previously approved by the Departmental Representative will be permitted.
- 5.16 The Contractor's operators shall replace the sump lids and manhole covers that have been moved. If this is not possible, the Contractor shall immediately take appropriate safety measures and notify the Departmental Representative in writing as soon as possible.
- 5.17 Immediately following the end of snowfalls, the Contractor will complete the clearing of surfaces and apply ice melters or abrasives if necessary.
- 5.18 The Contractor may store snow prior to removal in the temporary storage area identified in Section A of these specifications.
- 5.19 The Contractor must carry out the removal of the accumulated snow between 6 pm and 6 am on the day of the storm. If accumulations are too large, it will be permitted to carry out the removal the following night. The Departmental Representative may request that the snow removal operation be carried out immediately or postponed.
- 5.20 Vehicles in the fleet will be moved at the end of the day of the storm to allow the Contractor to carry out snow clearing and removal operations. The spreading of ice melter and/or abrasive will be performed immediately afterward to allow the vehicles to return to their designated locations. It is possible that the Contractor will have to carry out clearing following the return of the vehicles of the place where the vehicles spent the night.
- 5.21 When the snow is blown by the wind and snow drifts form, even if no precipitation has occurred, the Contractor must maintain the roadway, sidewalks and access to the emergency exits in accordance with the provisions of these specifications. No request for additional payment will be accepted.
- 5.22 All cleared snow must be stored in the area previously designated for this purpose and in compliance with all applicable environmental regulations.
- 5.23 The Contractor will be responsible for replacing the removable "jersey" type barriers moved during the work.
- 5.24 At the end of each contract season, the Contractor shall ensure that all areas and surfaces maintained by the Contractor during the winter season are returned to their original condition by June 1 at their own expense and to the satisfaction of the Departmental Representative. The cleaning will be done with a mechanical sweeper in the parking lots and by hand on sidewalks, stairs and paving stones.
- 5.25 The contractor shall focus all efforts on successfully completing priority operations during the snow emergency situation. This means that he shall assign all necessary personnel and equipment to achieve the objective of maintaining the flow of traffic during snowstorms. The contractor shall therefore use all necessary additional equipment. The contractor shall be required to have the following equipment at minimum:
- A. One (1) machine chosen by the contractor that is equipped with a blower, four-wheel drive, and sufficient lighting for night work;
  - B. One (1) machine chosen by the contractor that is equipped with a reversible plough and a salt spreader for small jobs;

C. One (1) truck equipped with an abrasive spreader of a minimum volume of 8 cubic yards and a 12-ft reversible plough;

D. Two (2) articulated four-wheel drive loaders with a minimum capacity of 6 cubic yards and a minimum power of 150 HP;

E. One (1) dumping truck for snow loading purposes.

F. One (1) mechanical sweeper in order to proceed with the cleaning at the end of the season.

5.26 A list of equipment shall be included with the bid (see section B). This list shall provide the following information: make, model, model year, capacity, serial number and registration certificate number of each piece of equipment. The contractor shall provide an inspection report confirming proper operation and the date of the last inspection. The report shall be drafted by a duly qualified mechanic.

## 6 SUPERVISIONS

6.1 The Contractor shall at all times during the term of the contract promptly and effectively respond to all requests from the Departmental Representative, follow all instructions and comply with all instructions issued in connection with the Contract and the conduct of the execution of the services.

6.2 During the snow clearing, de-icing and snow removal operations, the Superintendent shall remain at the work site.

## 7 SURFACES

South parking lot: 15,348 m<sup>2</sup>

West parking lot: 612 m<sup>2</sup>

Concrete sidewalk: 83 m<sup>2</sup>

Paving stone east side and north side: 346 m<sup>2</sup>

North side grassy walkway and water towers and north emergency exit: 40 m<sup>2</sup>

North and South stairs: 14 m<sup>2</sup>

Concrete sidewalk between south emergency exit and south sidewalk: 6.5 m<sup>2</sup>

Refer to Section A to better localize the spaces described above

## 8 PERSONNEL OF THE CONTRACTOR

8.1 The Contractor shall employ a sufficient number of qualified personnel to carry out work duties in accordance with time requirements and the scope of the work. Minimum experience of one snow removal season on equipment driven by each operator is required. Proof of experience may be requested if necessary.

8.2 Contractor personnel, who will perform manual work such as shovelling, sweeping, and use of a portable blower, must wear appropriate safety clothing and wear the company logo so as to be easily identified.

## 9 USE OF THE PREMISES

9.1 The Contractor shall be liable for any loss or damage to its equipment and the Department assumes no responsibility.

- 9.2 All equipment and materials used to maintain the grounds should be removed after each use.
- 9.3 No Contractor employee will have access to the building without prior authorization from the Departmental Representative.

## 10 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 10.1 When the Departmental Representative has notified the Contractor by e-mail that there is a breach of its obligations resulting in a risk to health and safety, under this contract the Contractor shall within two (2) hours following receipt of said notice, remedy the breach to the satisfaction of the Departmental Representative. In the event that the Contractor fails to take steps to remedy the breach within the time stipulated in the notice or is negligent on its part, the Department may, without further notice, take the necessary measures to remedy said breach. In other situations, the Contractor will have 24 hours to respond to notice and perform corrective work.
- 10.2 All costs and expenses incurred by such breach to the Department may be deducted from this Contract and without prejudice to any other remedy that the Department may have against the Contractor in damages.

## 11 DELIVERABLES

- 11.1 Before the start of each winter season, the Contractor must submit the material safety data sheets for the ice melters (e.g., sodium chloride, calcium chloride), which it intends to use on grass surfaces such as the north emergency exit and the water tower access, in order to obtain the written approval of the Departmental Representative.
- 11.2 The Contractor must identify the snow dumping site with permit that it will use with the submission of its bid. This depot must hold a certificate of approval and meet all standards of all levels of government. If there is a contradiction, the most stringent standard will apply.
- 11.3 The Contractor shall, prior to the beginning of the season, appoint a representative to be assigned to supervise the on-site work and provide the Departmental Representative with this supervisor's telephone number and a valid email address where the supervisor can be reached at all times time.
- 11.4 Within the first 2 weeks of the start of the contract, the Contractor must provide a spill response plan identifying the actions, procedures, people and resources involved.
- 11.5 The bidder must provide along with his bid an inspection report that confirms the proper functioning of his equipment and the date of the last inspection. This report must be drawn up by a licensed mechanic.
- 11.6 Within the 10 days following the contract award, the Contractor must provide to the Departmental representative the proof of membership to Environment Canada 's snow storm notice service.

## 12. ACQUAINTANCE WITH THE PREMISES

It is the bidders' responsibility to get acquainted with the premises, i.e., to conduct a complete inspection of all spaces listed herein. It is the Contractor's responsibility to closely examine all drawings, specifications, general conditions, and any other contract document and, if necessary, contact the Departmental Representative for clarifications.

### 13. ACCIDENT LIABILITY

- 13.1 The Contractor shall be fully responsible for accidents or injuries to the public or facilities.
- 13.2 The Contractor shall be accountable to the Departmental Representative for any accidents involving employees, materials or equipment.
- 13.3 Notwithstanding any other provision hereof, the Contractor shall repair, refurbish or replace any material, equipment or structure damaged by acts or omissions of its employees during the performance of their duties and the Contractor shall not be entitled to compensation for parts and labour assigned to such repairs.

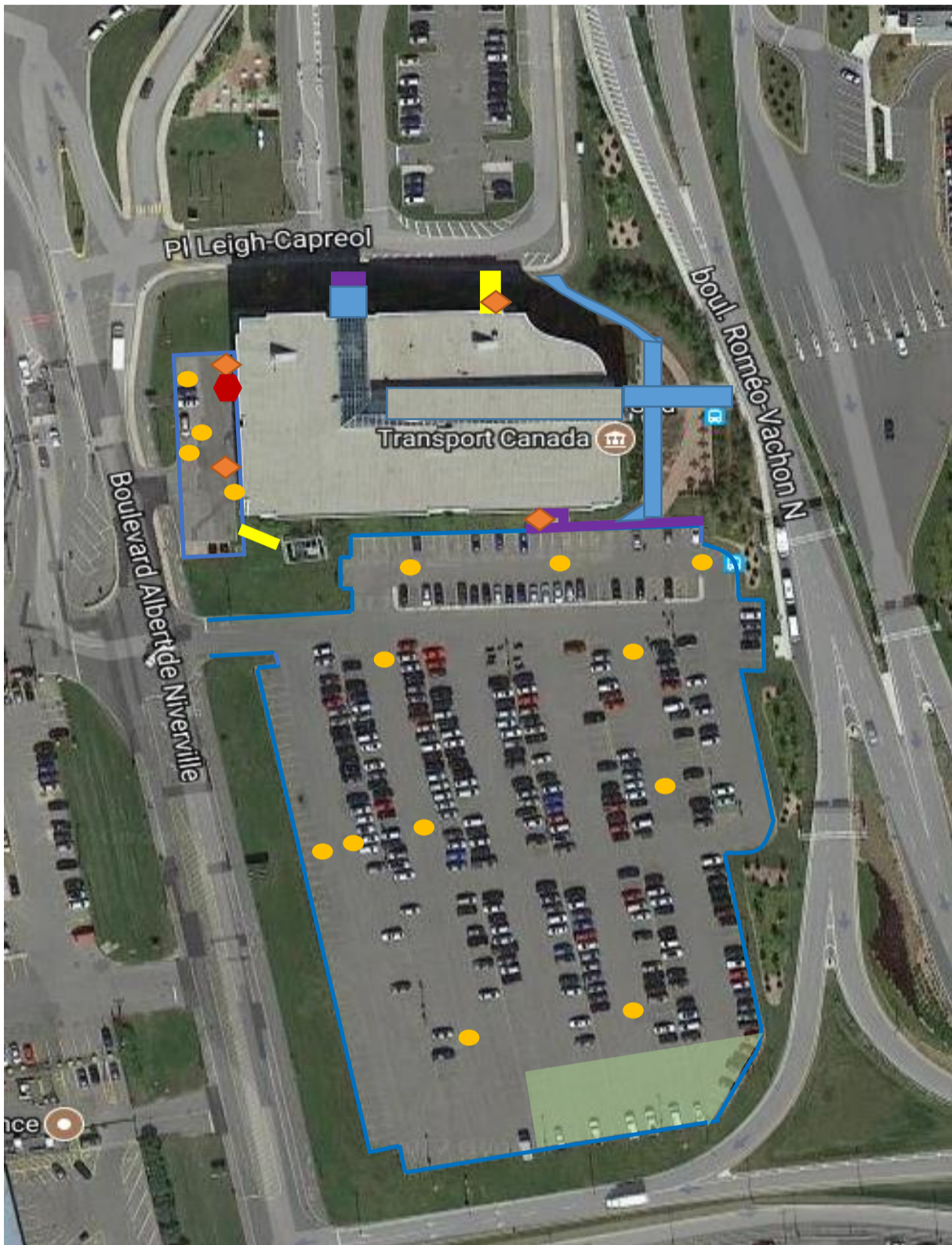
The Contractor shall submit to the Departmental Representative a written report of any incident or accident within 12 hours of the occurrence.

The Contractor shall perform repairs or replacements of any equipment, materials or signage within 30 days of the occurrence.









### 14 COMPLIANCES WITH RULES, ACTS, AND REGULATIONS

The Contractor shall carry out the work in compliance with all federal, provincial, or local codes, standards or directives. In case of omissions or conflict among these standards, the most stringent standard shall apply.

## SECTION A – Facility plan



### Legend:

-  Perimeter around the parking lot
-  Paving stone section
-  Grassy section
-  Concrete sidewalk
-  Emergency exit
-  Manhole
-  Fire protection system
-  Temporary snow storage



SECTION B – List of available equipment to perform the contract.

TRANSPORT CANADA – 700 LEIGH CAPREOL  
BID: SNOW REMOVAL

YEARS 2023-24 (2024-2025, 2025-2026, 2026-2027, 2027-2028 optional)

<i>REQUIRED EQUIPEMENT</i>	EQUIPEMENT	MAKE	MODEL	CAPACITY	SERIAL NO. AND REGISTRATION	DATE OF INSPECTION
One (1) machine chosen by the contractor that is equipped with a blower, four-wheel drive, and sufficient lighting for night work						
One (1) machine chosen by the contractor that is equipped with a reversible plough and a salt spreader for small jobs;						
One (1) truck equipped with an abrasive spreader of a minimum volume of 8 cubic yards and a 12-ft reversible plough						
Two (2) articulated four-wheel drive loaders with a minimum capacity of 6 cubic yards and a minimum power of 150 HP						
One (1) dumping truck for snow loading purposes						
One (1) mechanical sweeper in order to proceed with the cleaning at the end of the season						
Other equipment if applicable						

## ANNEX "B" - BASIS OF PAYMENT

### 1. BASIS OF PAYMENT

Firm price

No increase in the total liability of Canada or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the contractor, will be authorized or paid to the contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

### 2. TERMS OF PAYMENT

Payments will be made, net 30 days, in six (6) equal monthly payments, from November 1 to April 30 of the following year, as per the Pricing Schedule included in the Offer of Services, appendix A, and upon presenting an invoice and with the acceptance by Transport Canada for the service period rendered and covered by the invoice.

Period	Firm Monthly Price	Number of Months	Firm Annual Price
Year 1	\$	X6	\$
Year 2 (Optional)	\$	X6	\$
Year 3 (Optional)	\$	X6	\$
Year 4 (Optional)	\$	X6	\$
Year 5 (Optional)	\$	X6	\$
Total Years 1 to 5			\$

**Note :** In the case of error in the extension of prices, the unit price will govern. It is intended to accept the lowest-priced responsive bid without negotiations.

### 3. INVOICING

Detailed invoice, with supporting document if applicable, will include the contract number and the GST and PST registration numbers. The Contractor will submit invoices by mail or e-mail:

[tc.queassistinstallationsdorval-dorvalfacilitiesassistque.tc@tc.gc.ca](mailto:tc.queassistinstallationsdorval-dorvalfacilitiesassistque.tc@tc.gc.ca)

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