



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Snow Removal Fort Massey Cemetery	
Solicitation No. - N° de l'invitation ED066-192143/A	Date 2019-03-18
Client Reference No. - N° de référence du client ED066-19-2143	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-122-5867	
File No. - N° de dossier HAL-8-80102 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-30	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chinye (HAL), Chukwudi	Buyer Id - Id de l'acheteur hal122
Telephone No. - N° de téléphone (902) 401-7604 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN 1713 BEDFORD ROW HALIFAX NOVA SCOTIA B3J 1T3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 STATEMENT OF WORK.....	2
1.2 DEBRIEFINGS	2
1.3 TRADE AGREEMENTS	2
1.4 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2 SUBMISSION OF BIDS.....	2
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 STATEMENT OF WORK.....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF CONTRACT	8
6.5 AUTHORITIES	8
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	9
6.7 PAYMENT	9
6.8 INVOICING INSTRUCTIONS	10
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	10
6.10 APPLICABLE LAWS.....	10
6.11 PRIORITY OF DOCUMENTS	11
6.12 SACC MANUAL CLAUSES	11
ANNEX "A"	12
STATEMENT OF WORK	12
ANNEX "B"	13
BASIS OF PAYMENT	13
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	21
ELECTRONIC PAYMENT INSTRUMENTS.....	21

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.4 epost Connect service

"This bid solicitation allows bidders to use the epost 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."

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>) 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 (2018-05-22) 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

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

RETURN BIDS TO:

Bid Receiving

Public Works and Government Services Canada

1713 Bedford Row,

Halifax, N.S.

B3J 1T3

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca Bids/Offeres will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: (902) 496-5016.

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 published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (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.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

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. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (One hard copy)

Section II: Financial Bid (One hard copy)

Section III: Certifications (One hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) 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

-
- 2) 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, duotangs or binders.

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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

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 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 *SACC Manual* Clause (A0069T) (2007-05-25), (Basis of Selection)

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 procurement 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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

6.1.1 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive (**Two years from contract award**).

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional two year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 1T3
Telephone: 902-401-7604
Facsimile: 902-496-5016
Email: chukwudi.chinye@pwgsc-tpsgc.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 (To be determined at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

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 completed by bidder)

Name: _____
Telephone Number: _____
Cellular Number: _____
Facsimile Number: _____
Email: _____

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: 2012-2 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 unit price(s), as specified in Annex B. 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 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Single Payment

Monthly Payment - H1008C -2008-05-12

6.7.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department- A9117C- 2007-11-30
Discretionary Audit- C0705C- 2010-01-11

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 Nova Scotia.

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

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.

- (a) the Articles of Agreement;
- (b) the general conditions (2010C- 2018-06-21- Services (medium complexity));
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.12 SACC Manual Clauses

Government Site Regulations- A9068C- 2010-01-11

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

ANNEX "B"

Basis of Payment

The Crown will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of this contract. The Contractor will be paid in accordance with the following tables for Work performed pursuant to this contract.

Firm all-inclusive rates (GST/HST extra) including overhead, profit, materials and all related costs for Snow Removal & Ice Control services as detailed in the Statement of Work at Annex "A".

Note: The estimated quantities entered in Column 4 (table A) is an estimate only for service as and when does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded. Snowfall amounts to be confirmed by Environment Canada Weather Office or Offices.

Snow amounts to be confirmed by the Nearest Environment Canada Weather Office or Offices or ALTERNATIVE SUCH AS SCOTIA WEATHER SERVICE

Contractor agrees that the following table contains the unit prices referred to herein:

TABLE A

Year 1- November 01, 2019- April 30, 2020

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item	Class of Labour	Unit of measure	Estimated Quantity	Price Per Unit	Extended Price (Column 4 * Column 5)
1	Snow plowing and snow blowing and ice control	cm	300	\$ _____	\$ _____
Year 1					\$ _____

YEAR 1- TABLE B

Landscape Maintenance

Provide firm all-inclusive lot price per month including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excluding HST/GST) for Landscape Maintenance in accordance with the Statement of Work attached at Annex A. The prices proposed for each month shall reflect the volume of work anticipated for that Month.

Please note, your monthly rates include the following services completed as per the Statement of Work at

Annex A including:

1. Mowing services to keep the grass cut to 40mm. Work to include grass outside fence to the curb.
2. Cleanup, twice per season, of grassy areas, catch basins, pavement areas and sidewalks to the curb including Queen and South Streets sidewalks.
4. Clean up of litter within the cemetery and sidewalks to the curb along Queen and South streets with each mowing.

Fort Massey Cemetery (Landscape Season)	
YEAR 1 - MAY 01, 2020 TO OCTOBER 31, 2020	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
Table B-Total	\$ _____

Year One Total (Total Table A+ Total Table B)= \$ _____

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

The Crown will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of this contract. The Contractor will be paid in accordance with the following tables for Work performed pursuant to this contract.

Firm all-inclusive rates (GST/HST extra) including overhead, profit, materials and all related costs for Snow Removal & Ice Control services as detailed in the Statement of Work at Annex "A".

Note: The estimated quantities entered in Column 4 (table A) is an estimate only for service as and when does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded. Snowfall amounts to be confirmed by Environment Canada Weather Office or Offices.

Snow amounts to be confirmed by the Nearest Environment Canada Weather Office or Offices or ALTERNATIVE SUCH AS SCOTIA WEATHER SERVICE

Contractor agrees that the following table contains the unit prices referred to herein:

TABLE A

Year 2- November 01 2020- April 30, 2021

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item	Class of Labour	Unit of measure	Estimated Quantity	Price Per Unit	Extended Price (Column 4 * Column 5)
1	Snow plowing and snow blowing and ice control	cm	300	\$ _____	\$ _____
Year 1					\$ _____

Solicitation No. - N° de l'invitation
 ED066-192143/A
 Client Ref. No. - N° de réf. du client
 ED066-192143

Amd. No. - N° de la modif.
 File No. - N° du dossier
 HAL-8-80102

Buyer ID - Id de l'acheteur
 HAL122
 CCC No./N° CCC - FMS No./N° VME

YEAR 2- TABLE B

Landscape Maintenance

Provide firm all-inclusive lot price per month including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excluding HST/GST) for Landscape Maintenance in accordance with the Statement of Work attached at Annex A. The prices proposed for each month shall reflect the volume of work anticipated for that Month.

Please note, your monthly rates include the following services completed as per the Statement of Work at

Annex A including:

1. Mowing services to keep the grass cut to 40mm. Work to include grass outside fence to the curb.
2. Cleanup, twice per season, of grassy areas, catch basins, pavement areas and sidewalks to the curb including Queen and South Streets sidewalks.
4. Clean up of litter within the cemetery and sidewalks to the curb along Queen and South streets with each mowing.

Fort Massey Cemetery (Landscape Season)	
YEAR 2 - MAY 01, 2021 TO OCTOBER 31, 2021	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
Table B-Total	\$ _____

Year Two Total (Total Table A+ Total Table B)= \$ _____

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

The Crown will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of this contract. The Contractor will be paid in accordance with the following tables for Work performed pursuant to this contract.

Firm all-inclusive rates (GST/HST extra) including overhead, profit, materials and all related costs for Snow Removal & Ice Control services as detailed in the Statement of Work at Annex "A".

Note: The estimated quantities entered in Column 4 (table A) is an estimate only for service as and when does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded. Snowfall amounts to be confirmed by Environment Canada Weather Office or Offices.

Snow amounts to be confirmed by the Nearest Environment Canada Weather Office or Offices or ALTERNATIVE SUCH AS SCOTIA WEATHER SERVICE

Contractor agrees that the following table contains the unit prices referred to herein:

TABLE A
Option Year 1- November 01, 2021- April 30, 2022

Column 1 Item	Column 2 Class of Labour	Column 3 Unit of measure	Column 4 Estimated Quantity	Column 5 Price Per Unit	Column 6 Extended Price (Column 4 * Column 5)
1	Snow plowing and snow blowing and ice control	cm	300	\$ _____	\$ _____
Year 1					\$ _____

OPTION YEAR 1- TABLE B

Landscape Maintenance

Provide firm all-inclusive lot price per month including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excluding HST/GST) for Landscape Maintenance in accordance with the Statement of Work attached at Annex A. The prices proposed for each month shall reflect the volume of work anticipated for that Month.

Please note, your monthly rates include the following services completed as per the Statement of Work at

Annex A including:

1. Mowing services to keep the grass cut to 40mm. Work to include grass outside fence to the curb.
2. Cleanup, twice per season, of grassy areas, catch basins, pavement areas and sidewalks to the curb including Queen and South Streets sidewalks.
4. Clean up of litter within the cemetery and sidewalks to the curb along Queen and South streets with each mowing.

Fort Massey Cemetery (Landscape Season)	
OPTION YEAR 1 - MAY 01, 2022 TO OCTOBER 31, 2022	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
Table B-Total	\$ _____

Option Year Two Total (Total Table A+ Total Table B)= \$ _____

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

The Crown will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of this contract. The Contractor will be paid in accordance with the following tables for Work performed pursuant to this contract.

Firm all-inclusive rates (GST/HST extra) including overhead, profit, materials and all related costs for Snow Removal & Ice Control services as detailed in the Statement of Work at Annex "A".

Note: The estimated quantities entered in Column 4 (table A) is an estimate only for service as and when does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded. Snowfall amounts to be confirmed by Environment Canada Weather Office or Offices.

Snow amounts to be confirmed by the Nearest Environment Canada Weather Office or Offices or ALTERNATIVE SUCH AS SCOTIA WEATHER SERVICE

Contractor agrees that the following table contains the unit prices referred to herein:

TABLE A

Option Year 2- December 2022- April 30, 2023

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item	Class of Labour	Unit of measure	Estimated Quantity	Price Per Unit	Extended Price (Column 4 * Column 5)
1	Snow plowing and snow blowing and ice control	cm	300	\$ _____	\$ _____
Year 1					\$ _____

OPTION YEAR 2- TABLE B

Landscape Maintenance

Provide firm all-inclusive lot price per month including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excluding HST/GST) for Landscape Maintenance in accordance with the Statement of Work attached at Annex A. The prices proposed for each month shall reflect the volume of work anticipated for that Month.

Please note, your monthly rates include the following services completed as per the Statement of Work at

Annex A including:

1. Mowing services to keep the grass cut to 40mm. Work to include grass outside fence to the curb.
2. Cleanup, twice per season, of grassy areas, catch basins, pavement areas and sidewalks to the curb including Queen and South Streets sidewalks.
4. Clean up of litter within the cemetery and sidewalks to the curb along Queen and South streets with each mowing.

Fort Massey Cemetery (Landscape Season)	
OPTION YEAR 2 - MAY 02, 2023 TO OCTOBER 31, 2023	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
Table B-Total	\$ _____

Option Year Two Total (Total Table A+ Total Table B)= \$ _____

**Total Evaluated Price- (Year 1 total +Year 2 total+ Option Year 1 total +Option Year 2 total
 =\$ _____**

The total evaluated price will be considered during evaluation of all bids received.

Solicitation No. - N° de l'invitation
ED066-192143/A
Client Ref. No. - N° de réf. du client
ED066-192143

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-8-80102

Buyer ID - Id de l'acheteur
HAL122
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA

ASSET AND FACILITIES
MANAGEMENT SERVICES

FORT MASSEY CEMETERY
HALIFAX, NOVA SCOTIA

Snow Removal, Ice Control
And Landscape Maintenance

MAINTENANCE SERVICE
CONTRACT SPECIFICATION

Contract Title Snow Removal, Ice Control and
 Landscape Maintenance

Locations Fort Massey Cemetery
 Corner of Queen and South Streets
 Halifax, Nova Scotia

INDEX

<u>Section Title</u>	<u>No of Pages</u>
Definitions and Interpretations	1 - 3
1. General Requirements	1 - 3
2. Safety Requirements	1 - 5
3. Environment Protection	1 - 2
4. Execution - Snow and Ice Control	1 - 2
5. Execution - Landscape Maintenance	1 - 3
6. Payment	

Service Definitions

Add	means to make an addition to;
Adjust	means to bring components to a more effective relative position;
Annual Maintenance Plan	as described in Statement of Work item 1.2.17 ASP-Project Plan;
Assemble	means to take apart and put together again;
Base Building Equipment	means architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
Building Operational Equipment	means items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";
Check/Inspect	means to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
Clean	means to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
Commissioning	means a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
Document Safeguarding Capability	means the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information;
Energy Source	means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;
Excusable Delay	means a delay in the performance of the Contractor of any obligation under the Contract which is caused by the events;
Facility	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;

Government Issue	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;
herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;
Hot Work	means any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks;
Instruct	means to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
Isolate	means to physically prevent the transmission or release of an energy source to machinery or equipment;
Lubricate	means to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
Measure	means to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
Operational Baseline	means the annual value of the Work in terms of disbursements, direct labour and fees;
Operation and Maintenance Baseline	means operations, maintenance, utilities and repair work up to \$10,000 in terms of units and value of Work to be performed by the Contractor over twelve (12) consecutive months;
Paint	means to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
Plant	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
Project Authority or Work Authority	means the person designated in the Contract, or by notice to the Contractor, as the Property Manager, who shall act as the representative of the Minister in matters concerning the technical aspects of the Work;
Prove	means to operate and determine if operation produces intended response;

Quality Assurance Authority	means the person designated as such in the Contract;
Remove	means to take off or away from;
Repack	means to fill with packing again;
Repair	means to restore to a sound state;
Replace	means to restore by removing old components and replacing with new components;
Report	means to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
Representations	means any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings expressed or implied, collateral or otherwise;
Shut Down	means to take out of service;
Start Up	means to return to service;
Testing	means to conduct periodic physical checks on the sprinkler system such as water flow tests, alarm tests, or dry-pipe valve trip tests; (See N.F.P.A. 1673A)
Tighten	means to securely fix in place;
Treat	means to act upon with agent.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

1. Description of Work .1 Scope of work under this Service Contract includes, but shall not be limited to, the provision of all labour, materials and equipment necessary to provide snow plowing, snow blowing, snow removal, ice control, landscape maintenance including spring cleaning, repair and renovating, aerating, fertilizing, watering, moving, weeding, pest and disease control.

2. Scope of Work .1 Work site for this Service Contract includes the following:

Fort Massey Cemetery
1246 Queen Street
Halifax, Nova Scotia

3. Examination of Premises .1 All parties tendering should examine the site of the proposed work prior to submitting their tenders and become thoroughly acquainted with same, and obtain any and all information that may be necessary to properly execute Contract.

4. Contractor Responsibilities .1 The Contractor shall maintain and provide PSPC with current Office and cell phone numbers to be able to provide response to requests for service from the local Departmental Representative and/or the National Service Call Centre (NSCC) 1-800-463-1850 on a twenty-four (24) hour, seven (7) day per week basis. This involves ensuring that cellular phones and pagers are of a type that can be contacted from the National Service Call Centre in Toronto. If the request for service is from the NSCC, the Contractor shall, immediately upon completion of the service, report back to the NSCC describing the action taken to correct the problem.

- .2 The Contractor shall provide service during regular working hours, silent hours and weekends (24 hours/ 7 days a week).

- .3 The Contractor is totally responsible for the immediate removal of snow and ice to ensure the safety of the public and the unhindered flow of vehicular traffic. This shall include all entrances, doorways, steps and roadways as shown on and explained on the attached drawing.

- .4 The Contractor will advise the Departmental Representative of the telephone number at which he/she or his/her representative may be contacted at any time.

- .5 The Contractor shall not refuse any call for service requested by a Departmental Representative, and the time lapse between call out and start of work shall not exceed one (1) hour.

- .6 The Contractor will be notified of, on award of Contract, the name and phone number of Departmental Representative.
5. Hours of Work .1 Snow removal and de-icing from November 1st to April 30th shall be carried out twenty-four (24) hours a day, seven (7) days a week.
- .2 Landscape maintenance from May 1st to October 31st shall be carried out during regular working hours, 8:00 a.m. to 4:30 p.m., Monday to Friday.
6. Codes and Legislative Requirements .1 Execute the work to meet or exceed:
- .1 Part II of the Canada Labour Code.
 - .2 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
 - .3 Canadian Environmental Protection Act.
 - .4 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.
 - .5 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
 - .6 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
 - .7 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.
7. Licences, Permits and Fees .1 Provide the authorities having jurisdiction with all information requested.
- .2 Pay all fees and obtain certificates and permits required.
- .3 Furnish these certificates and permits when requested.
8. Taxes .1 Pay applicable Federal, Provincial and Municipal taxes.
9. Meetings .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- .2 Pre-job meeting shall be scheduled within fourteen (14) days of contract award.

- | | | | |
|-----|-------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Operators | .1 | All equipment operators shall be qualified and experienced with the equipment being operated and licensed by the authority having jurisdiction. |
| 11. | Damage | .1 | The Contractor shall be responsible for any damage incurred during the execution of the work of this Contract, and shall at no expense to the Department, repair damage to the satisfaction of the Department. |
| 12. | Time Limits | .1 | Damage to curbs, fencing, lawn areas, etc. shall be repaired in the spring, during the month of May. Damage which affects the building services; i.e., hydrants, valve boxes, etc. shall be repaired immediately. |
| | | .2 | The Contractor shall immediately repair or replace at their cost, the loss and/or replacement of manhole covers which are dislodged as a result of snow removal. |
| 13. | Personnel | .1 | The Contractor will provide the Departmental Representative with a list of all people working on PWGSC premises, complete with a copy of their licences, where applicable, and will update the list immediately when personnel changes. |
| | | .2 | The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities. |

1. Compliance Requirements
 - .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
 - .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - .3 Observe and enforce construction safety measures required by the following statutes and authorities:
 - .1 The National Building Code of Canada, Part 8.
 - .2 The National Fire Code of Canada.
 - .3 Provincial Workers Compensation Board.
 - .4 Municipal Statutes and Ordinances.
2. Submittals
 - .1 Before Work Begins Contractors are to provide documentation:
 - .1 A copy of the company's site-safety plan.
 - .2 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.
 - .3 All sub-contractors shall adhere to the above qualifications.
3. Training
 - .1 Before Work Begins Contractors are to provide documentation:
 - .1 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement/Service Contract. Updated list complete with licenses shall be kept on site including personnel changes.
 - .2 Training for workers shall include (but not limited to)
 - .1 Safe operation of tools and equipment.
 - .2 Proper wearing and use of personal protective equipment (PPE).
 - .3 Safe work practices and procedures of their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.

4. Disciplinary Procedures for Safety Violations
- .1 Contractors shall have their own written disciplinary procedures for violation or non-compliance of work site safety rules and regulations.
 - .2 First Violation: Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
 - .3 Second Violation: Written warning to Contractor for second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
 - .4 Third Violation: A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s). (Documented to contract file, copies to Contractor and PWGSC).
 - .5 Serious Violation: For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s). (Violation documented on contract file, copies to Contractor and PWGSC).
 - .6 Charges Laid or Guilty Determination by Courts: Infractions of safety regulations, rules, policy and procedures that result in charges being laid by a Regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to future contracts.
5. Asbestos
- .1 Within the confines of the site, the provision of products containing fibrous asbestos materials is prohibited.
 - .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Departmental Representative immediately. Do not proceed until written instructions have been received from Departmental Representative.
6. Fastening Devices Explosive Actuated
- .1 Explosive actuated devices shall not be used, until approved by Departmental Representative.

7. Hot Work
- .1 All hot work activity, as defined in "Service Definitions" of this specification, is to take place with written permission from the Departmental Representative (Hot Work Permit).
 - .2 The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.
 - .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 60 minutes after activity has ceased.
8. Confined Spaces
- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
 - .1 The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Departmental Representative.
 - .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .5 The Contractor to have a hazard assessment of the confined space performed.
 - .1 The Contractor to provide the Departmental Representative with a copy of the hazard assessment.
9. Fall Protection
- .1 All work carried out above the mandatory height restrictions, from unguarded structure and/or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
 - .2 The components of a fall protection system shall meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
 - .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified person as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

10. Safety Plan
- .1 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental Representative shall instruct the Contractor where the Federal Standards apply.
 - .2 The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. Copies shall be made available to Departmental Representative upon request.
 - .3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
 - .4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
 - .5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
 - .6 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
 - .7 Shall ensure that all applicable personal protective equipment (PPE) is used.
 - .8 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Standing Offer Agreement/Service Contract.
11. Product Approvals
- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS).
 - .2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.

10. Safety Plan
- .1 The Contractor shall provide a copy of their company's approved Material Safety Data Sheets (MSDS).
 - .4 Material Safety Data Sheets (MSDS) to remain on-site at all times.

- | | | | |
|----|------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Environmental | .1 | All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations. |
| 2. | Disposal of Wastes | .1 | Do not bury rubbish and waste materials on site unless approved by Agency Representative. |
| | | .2 | Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers. |
| 3. | Drainage | .1 | Provide temporary drainage and pumping as necessary to keep excavations and site free from water. |
| | | .2 | Do not pump water containing suspended materials into waterways, sewer or drainage systems. |
| | | .3 | Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements. |
| 4. | Site Clearing and Plant Protection | .1 | Protect trees and plants on site and adjacent properties where indicated. |
| | | .2 | Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m. |
| | | .3 | Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones. |
| | | .4 | Minimize stripping of topsoil and vegetation. |
| | | .5 | Restrict tree removal to areas indicated or designated by Agency Representative. |
| 5. | Work Adjacent to Waterways | .1 | Do not operate construction equipment in waterways. |
| | | .2 | Do not use waterway beds for borrow material. |
| | | .3 | Do not dump excavated fill, waste material or debris in waterways. |
| | | .4 | Design and construct temporary crossings to minimize erosion to waterways. |
| | | .5 | Do not skid logs or construction materials across waterways. |

- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
- .7 Do not blast under water or within 100 m of indicated spawning beds.
- 6. **Pollution Control**
 - .1 Maintain temporary erosion and pollution control features installed under this contract
 - .2 Control emissions from equipment and plant to local authorities emission requirements.
 - .3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
 - .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- 7. **Open Fire**
 - .1 Fires on site are not permitted.

1. Operational
 - .1 Execute work with least possible interference or disturbance to occupants, public and the normal use of premises. Make arrangements with the Department to facilitate execution of the work stated.
 - .2 Maintain existing services to buildings and provide means for personal and vehicle access.
 - .3 Where security has been reduced by the work of the Contract, provide temporary means to maintain security.
 - .4 When snow is being cleared during a snowfall for the purpose of maintaining access, snow may be stockpiled until the end of operations after the snowfall has subsided.
 - .5 Manual shovelling will only be done where motorized equipment cannot be operated.
 - .6 Work may be requested for "total removal", "vehicle access removal" or "pedestrian access removal".
 - .7 A "Fire Lane" shall be maintained to the building at all times and under all conditions.

2. Work Included
 - .1 Remove snow and ice, supply and spread salt, a mixture of sand and salt, or ice melt to prevent slippery conditions on all roads, driveways, sidewalks, steps within the cemetery as indicated on Annex "A" hatched area vehicle entrances and exits, road valves, catch basins, valve boxes, storm sewers, manholes, etc. All pathways and areas around fire hydrants must be kept clear and accessible.
 - .2 Employ snowblower to clear snow in required areas, sidewalks, walkways, etc.
 - .3 Snow clearing operating will commence when 0.7 em of snow has accumulated, when drifting necessitates such action and/or when deemed necessary by the Departmental Representative.
 - .4 De-icing and salting operations shall be provided when conditions are deemed necessary.
 - .5 Contractor shall be responsible to monitor the site and provide regular inspections of the premises to ensure that snow plowing, removal and de-icing activities are undertaken when required in a timely manner and to prevent the formation of hazardous snow or ice conditions.

- .6 All snow may have to be trucked away and dumped in an approved location, under the direction of the Departmental Representative.
 - .7 The Contractor must obtain approval from the local municipality as to the location for dumping of snow.
 - .8 Heavy equipment which would cause damage to metal grills shall not be used for clearing snow.
 - .9 Provide and install markers to identify the location of curbs, planters, fire hydrants, valve boxes, catch basins, storm sewers, manholes, etc. to prevent damage and maintain each in an accessible and workable condition.
 - .10 Snow clearance shall be carried out in accordance with priorities laid out by Departmental Representative.
3. Minimum Standard Snow Clearing and Ice Control
- .1 Paved Roadways& Sidewalks, as per annex A - To be cleared and ice control mixture to a minimum width of paved or concrete area.
 - .2 Gravel Roadways- To be maintained to a minimum of 8' width.
 - .3 Fire Hydrant - To be cleared complete with ice control immediately after roadways and parking area.
4. Ice Control
- .1 Salt, a mixture of salt and sand or ice melt shall be used for appropriate areas for ice control.
 - .2 The Contractor must use ice melt on the walkways and entrances. No salt allowed.
 - .3 Sand and salt mixture used for ice control shall be sodium chloride (salt) 90.72 kgs. (200 lbs.) with 1.529 m³ (2 cu. yards.) sand.
 - .4 Salt for ice control on roads, approaches, parking lots and sidewalks shall be spread by means of mechanical spreader.
5. Equipment
- .1 All heavy equipment shall be adequately equipped with flashing beacon, front and rear lights.
 - .2 All equipment shall be licensed by the authority having jurisdiction for the service for which it is used.

- .3 All equipment will be in good repair and provide safe operation.
- .4 Equipment will not be left running unattended.
- .5 Equipment with a fuel capacity exceeding ten (10) litres shall not refill on site.
- .6 Rubber tired power equipment only shall be used for snow clearing operations on areas of work.
- .7 Debris discarded containers, etc. will not be left or stored at the site.
- .8 Minimum equipment required shall be as follows:
 1. One truck – 3/4 ton with snow plough.
 2. One mechanical salt spreading equipment.
 3. One 10 hp snow blower
 4. Access to one backhoe c/w one yard bucket or equal to.
 5. Access to one- Tandem Dump truck- 12 yard dump.

- | | | | |
|----|-------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Aerating | .1 | Select time during early spring when soil is sufficiently dry to allow breaking up of soil particles. |
| | | .2 | Clean all lawn areas to be aerated and mow grass to height of 40 mm. |
| | | .3 | Aerate lawns using aerating equipment which extracts and deposits (at location of extraction) earth plugs a minimum of 60 mm deep and spaced a maximum of 120 mm on centres. |
| | | .4 | Drag heavy mat over grass or rake to break up plugs and spread resulting soil evenly through grass. |
| 2. | Fertilizing Plant Material | .1 | Apply fertilizer in early summer at a rate of 50 g/mm of caliper per tree and 0.5 kg individual shrub. |
| | | .2 | Drill holes 0.3 to 0.4 m deep starting at dripline of branches and working towards trunk. Make hole every 0.1 m ² and divide required fertilizer over holes. Water well. |
| | | .3 | Mix 15 kg/100 m ² of bonemeal in top 0.2 mm and apply fertilizer at rate of 12 kg/100 m ² surface of flower and shrub beds. |
| 3. | Cultivating Planters and Shrub Beds | .1 | Cultivate to keep top layer of soil loose, friable and free from weeds when required. Any operation must be continuous and without interruption. |
| | | .2 | Cultivate top 50 to 75 mm of flower beds, planters and soil areas around trees and hedges. |
| | | .3 | Remove weeds including their roots. |
| | | .4 | Take care not to damage roots of shrubs or flowers. Use small hand tools for flower borders and areas of closely planted shrubs. |
| | | .5 | Collect and dispose of paper and refuse. Remove dead plants, leaves, branches, dead flowers and seed pods. |
| | | .6 | Clean areas that are covered with mulch by hand. Loosen top layer of mulch without mixing with soil underneath. |
| 4. | Application of Pesticides (if applicable) | .1 | Use of Contractors
Contractors must obtain proper licences and insurance protection in accordance with the appropriate provincial legislation. |

- .2 Allowable Methods
A pesticide application program should be carefully planned to ensure that the appropriate application equipment and methods are used as specified on the label. Pesticide application plan shall meet all local and federal legislation.

- .3 Public Notice
 - .1 Nearby residents should be notified of date and time of pesticide application.
 - .2 Signs stating the product used, date of application and safe entry time should be posted on areas of pesticide applications.

- .4 Public Property
Pesticides should not be sprayed on property adjacent to school yards, picnic areas or parks during prime use hours.

- 5. Mowing of Lawn Areas - General
 - .1 Contractor shall submit schedule for approval to Department Representative. Commence lawn mowing as per approved schedule. Lawn mowing operation must be continuous and completed within reasonable period. Area includes all the lawn area within the gated cemetery and grass area on either side of the Queen and South street sidewalks to the curb
 - .2 Lawn cutting operations include picking up and disposing of paper and refuse accumulated on landscape areas including sidewalks along Queen and South Streets to the curb.

- 6. Mowing of Lawn Areas - Workmanship
 - .1 Cut grass at height of 40 mm. Use equipment in good working order and with sharp cutting blades. Remove grass clippings from lawn, paved area and sidewalks. Hand trim or use edger for grass adjacent to buildings, pavement, headstones, trees, fences, mowing strips, etc. Trim grass edges around planting beds neatly in lines as in original layout.
 - .2 Only gasoline powered push mowers to be used within 30 em of head stones or ground mounted markers
 - .3 Only motorized gasoline trimmers to be used to trim remaining grass within 15 em of headstones and ground mounted markers.

- 7. Materials
 - .1 Topsoil: friable loam, neither heavy clay nor very light sandy nature containing minimum of 4% organic matter for clay loams and 2% for sandy roots, sod, stones, foreign objects. Acidity range (PH) of 5.5 to 7.5. Topsoil containing crabgrass, couch grass or other noxious weeds is not acceptable.

- .2 Sand: hard, granular natural beach sand, well washed and clean of impurities, chemical or organic matter.
- .3 Fertilizer: use environmental friendly (green) type products.
- .4 Lime: ground agriculture limestone containing not less than 85% of total carbonates.
- .5 Bonemeal: raw bonemeal, finely ground with minimum analysis of 4% nitrogen and 20% phosphoric acid.

- .6 Grass Seed: to Federal and Provincial seed laws and having minimum germination of 75% and minimum purity of 97%. Deliver grass seed in original containers showing:
 - .1 Analysis of seed mixture
 - .2 Percentage of pure seed
 - .3 Year of production
 - .4 Net mass
 - .5 Date when bagged and location
 - .6 Seed mixture: 40% Baron Kentucky Bluegrass
30% Highlight Chewing Fescue
15% Manhattan Perennial Ryegrass
15% Creeping Red Fescue
- .7 Nursery Sod: especially sown and cultivated in nursery field as turf grass crop containing maximum 2% of other grass species or clover than variety specified and maximum 2 broad leaf weeds and 10 other weeds within 40 m² area. Thickness of sod soil portion 25 mm maximum. Sod with soil visible when grass is mowed to 40 mm height is not acceptable.
- .8 Mulch: submit sample to Departmental Representative prior to shipping to site:
 - .1 Wood chip mulch: Chips obtained from hardwood trees should be free of bark, small branches, leaves, etc. Chips must vary in overall size from 50 to 75 mm and be 5 to 20 mm thick in order to match existing mulch.
- .9 Stakes: T-rail iron stakes 40 x 40 x 5 mm primed with one (1) brush coat of black zinc rich paint to CGSB 1-CP-181.
- .10 Wound dressing: horticulturally accepted, non-toxic, non-hardening emulsion.
- .11 Pest and Disease: provide environmentally friendly (green) product.

1. Payment
 - .1 Invoices for the services completed to be submitted, in triplicate, to the Property Manager, countersigned by the Departmental representative.
 - .2 Invoices shall show the following:
 - .1 Contract number and location of work;
 - .2 Date work carried out;
 - .3 Type of work performed;
 - .4 Starting time at each location;
 - .5 Time of completion of work for each location, together with the number of new and types of equipment used.
 - .3 All prices shown on invoice shall equal those shown on price schedule, which forms part of this Contract.
 - .4 The Contractor shall keep a log book detailing all snow removal and ice control activities. This log book shall be available to Property Manager when invoices submitted.
 - .5 No payment shall be allowed for any equipment that has broken down during clearing operations, including operator's time.
 - .6 All invoices shall be forwarded to the Department of Public Works and Government Services' Representative.
 - .7 No price for mileage or labour time off the site shall be considered.
 - .8 Any supervision required shall be included in hourly cost of operating equipment.
 - .9 All invoices for the fiscal year must be submitted for payment before 31 March of each year.
 - .10 Attached to all invoices shall be the monthly Environment Canada Weather Office Snowfall Summary (meteorological summary) Report for Halifax/Dartmouth area.

Annex "A"

The contractor will be responsible to remove snow and provide ice control from the street where the driveway intersects the side walk and Queen Street then up the driveway within the cemetery property from the areas noted below in the hatched sections bounded by the heavy black lines as per diagram. In addition the contractor is responsible to remove snow in the paved layby in front of the signage up to the pedestrian gate and the steps within the cemetery. Area in question as per this drawing is approximately 600 m2. Contractor must verify size on site for their bid

In the event the City of Halifax contractors have already removed the snow from the sidewalk, then it will be up to the contractor to ensure their snow removal operations do not leave any accumulation of snow banks, ice or slippery conditions on the Halifax sidewalk and ensure the walk is cleared and provided with ice melt as per contract in order to remove any slippery or dangerous conditions that are the cause of their operations.



