



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid
Receiving/Réception des Soumissions
126 Prince William Street/
126, rue Prince William
Suite 14B
Saint John
New Brunswick
E2L 2B6
Bid Fax: (506) 636-4376

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Saint John, NB (STJ)
126 Prince William Street/
126, rue Prince William
Suite 14B
Saint John
New Bruns
E2L 2B6

Title - Sujet Snow/Ice Removal - CDSB Gagetown,NB	
Solicitation No. - N° de l'invitation W6898-200437/A	Date 2019-09-11
Client Reference No. - N° de référence du client W6898-200437	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-005-4468
File No. - N° de dossier STJ-9-42021 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-22	
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: Lomax (STJ), Sandra	Buyer Id - Id de l'acheteur stj005
Telephone No. - N° de téléphone (506) 639-8503 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RPOU GAGETOWN DET GAGETOWN 5 CDSB GAGETOWN BLDG 18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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1.1 Requirement

The work under this Service Contract comprises the furnishing of all labour, material, tools, and equipment required to carry out snow clearance and removal at 5 CDSB Gagetown.

The Service Contract is required for the period of November 1, 2019 to April 15, 2020 with an option to renew two-one year periods.

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 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.

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
A0220T	Evaluation of Price	2014/06/26

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:

Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS (506-636-4376).

NOTE:

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

Bid Receiving
Public Works and Government Services Canada
Suite 14B
126 Prince William Street
Saint John, New Brunswick
E2L 2B6

Email: TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.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.

To submit a bid using epost Connect services send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

NOTE: THIS IS NOT A PUBLIC OPENING

2.2.1 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at B-18 Contracts Office , 238 Champlain Ave, Oromocto, New Brunswick on October 2, 2019. The site visit will begin at 10:00 AM.

Bidders must communicate with the Contracting Authority no later than September 9, 2016 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation (Derived from - Provenant de: A9040T, 2015/07/03)

2.3 Former Public Servant

Former Public Servant - Competitive Bid

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

(Derived from - Provenant de: A3025T, 2014/06/26)

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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: Financial Bid
Section II: 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 II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard 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.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section II: 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

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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 Requirement

Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "E".

6.2 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 General Conditions

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

6.4 Term of Contract

The Work is to be performed during the period of November 1, 2019 to April 15, 2020.

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 two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Lomax
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 126 Prince William Street
Saint John, New Brunswick
E2L 2B6

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stj005
CCC No./N° CCC - FMS No./N° VME

Telephone: (506) 639-8503
Facsimile: (506) 636-4376
E-mail address: sandra.lomax@pwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is: *Will be made available at time of 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

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: 2012-2 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2013/03/21)

6.7 Payment

6.7.1 Basis of Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2018-06-25), General Conditions - Services (Medium Complexity).

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Multiple Payments

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

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

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)
- (c) Annex E, Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____

6.12 Insurance Requirements

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

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stj005
CCC No./N° CCC - FMS No./N° VME

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

The Contractor must forward to the Contracting Authority within seven (7) days after request from the Contracting Authority and prior to award of Service Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" EVALUATION CRITERIA AND BASIS OF SELECTION

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

Mandatory Criteria

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers' Compensation Board/Commission.
4. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.
5. The Contractor must be a snow clearance company with at least three years experience in snow removal award. Proof of such is required within seven (7) days of request from Contracting Authority and prior to award.
6. Within seven (7) days of request from contracting authority and prior to award of Service Contract, Bidders must provide a list of equipment.

2. 2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only

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

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stj005
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ANNEX "B"

Basis of Payment

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

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W6837-200437

The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF NOVEMBER 1, 2019 TO APRIL 15, 2020.

Item	Class of Service	Unit of Measure	Estimated Quantity	A Term November 1, 2019 to April 15, 2020		B Option Year October 15, 2020 to A April 15, 2021		C Option Year October 15, 2021 to April 15, 2022	
				Price Per Unit	Total	Price Per Unit	Total	Price Per Unit	Total
1.	Price per ½ month for clearance of snow and application of salt for roadways, parking areas, walkways, decks, wheelchair ramps, entrances/exits, fire hydrants, removal of snow from sites identified Section 00 21 13 Description of Work 1.1.5.6. During extreme cold conditions, the salt application may be substituted with a sand application only with the approval of the Engineer.	½ Month	12						
2.	Price per month for clearance of snow and application of salt for roadways, parking areas, walkways, decks, wheelchair ramps, entrances/exits, fire hydrants, removal of snow from sites identified Section 00 21 13 Description of Work 1.1.5.6. During extreme cold conditions, the salt application may be substituted with a sand application only with the approval of the Engineer.	Month	5						
	Price per ½ month for clearance of snow and application of salt for roadways, parking areas, walkways, decks, wheelchair ramps, entrances/exits, fire hydrants, removal of snow from sites identified Section 00 21 13 Description of Work 1.1.5.6. During extreme cold conditions, the salt application may be substituted with a sand application only with the approval of the Engineer.	½ Month							

Solicitation No. - N° de l'invitation
W6898-200437/A
Client Ref. No. - N° de réf. du client
W6898-200437

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-8-42021

Buyer ID - Id de l'acheteur
stj005
CCC No./N° CCC - FIMS No./N° VME

Total For First Term and Option Years

GRAND TOTAL FOR FIRST TERM AND OPTION YEARS

\$ _____
A,B and C

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation
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File No. - N° du dossier
STJ-8-42021

Buyer ID - Id de l'acheteur
stj005
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"
SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE
REAL PROPERTY OPERATIONS
DETACHMENT (GAGETOWN)
5 CDSB GAGETOWN**

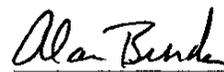
SPECIFICATION

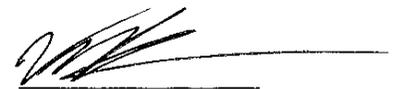
SERVICE CONTRACT

**SNOW/ICE REMOVAL
PMQ AREA'S UNDER BASE CONTROL
15 OCTOBER 2019 TO 15 APRIL 2020
WITH OPTION TO RENEW
TWO ONE YEAR PERIODS**


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-G2/1-9301/50

Date: 2018-07-20

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	4
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Drawings</u>		
Annex A	L-G2/1-9301/50 Site Plan - PMQs	1
Annex B	L-G2/1-9301/50 Site Plan - PMQs	1
Annex C	L-G2/1-9301/50 Site Plan - MFRC	1
Annex D	L-G2/1-9301/50 Site Plan - PMQs	1

END OF SECTION

1.01 DESCRIPTION OF WORK

- .1 The work under this Service Contract comprises the furnishing of all labour, material, tools, and equipment required to carry out snow clearance and removal at the following locations at 5 CDSB Gagetown, Oromocto, N.B., as directed by the Engineer and specified herein:
- .2 A-45 Military Family Resource Center. Contractor to plow parking lot, stock pile snow to be removed from site daily, clear snow from walkways, fire hydrants and entrances/exits and day care fenced in play area and apply salt to the accumulation of 12.5mm maximum of snow by 0600 hrs daily.
- .3 Contractor to plow parking lot, clear snow from walkways and entrances/exits and apply salt at the following locations complete before 0730 hrs daily:
 - .1 133 - 143 St. Lawrence Avenue;
 - .2 75 - 81 Restigouche Road, Stockpile snow to be removed from site daily;
 - .3 15 Hazen Crescent; and
 - .4 Parking lot adjacent to 7 Drummond Drive.
- .4 Contractor to snow blow driveways, remove snow from walkways entrances/exits, decks, wheelchair ramps and apply salt at the following RHU's, complete before 0730 hrs daily:
 - .1 115 Wilmot Circle;
 - .2 161 Wilmot Circle;
 - .3 18 Dakota Drive;
 - .4 20 Dakota Drive;
 - .5 25 Dakota Drive;
 - .6 58 Dakota Drive;
 - .7 26 Laurier Drive;
 - .8 49 Inchby Street;
 - .9 3, 5 and 7 Drummond Drive; and
 - .10 302 and 304 Mackenzie Ave.
- .5 Work will include:
 - .1 Continuously clear, 7 days per week, all snow from driveways, walkways, entrances, fire hydrants and parking areas as indicated in this specification, and on attached drawings, Annex A, Annex B, Annex C and Annex D and as directed by the Engineer;
 - .2 Salting of driveways, entrances, walkways, decks and parking areas daily using Calcium Chloride, through out the Contract due to blowing and icy conditions;
 - .3 Removal of snow around parked vehicles will be completed manually by shovel to a minimum of 1m;
 - .4 Snow clearance is to commence immediately after 12.5 mm of snow has accumulated or as directed by the Engineer;
 - .5 All snow clearance must be completed by 0600 hrs daily and continued as accumulation of more than 12.5 mm occurs, salting is required at all sites immediately following each plowing or snow blowing.
 - .6 Snow removal from A-45 and 75-81 Restigouche Rd parking lot will have areas identified for stockpiling snow during the storm, all stockpiles will be removed daily between 1700 hrs and 2130 hrs and transported to a Base location identified as a snow dump area. It will be the contractor's responsibility to clear the area to enable the dumping of hauled snow and push the loads of snow together using a Cat 924 front end loader c/w bucket or equivalent as per instruction by the

- Engineer. This cost included in the pricing identified in (Section 00 21 13 Basis of Payment 1.13.1).
- .7 A-45 houses the Family Resource Center and child day care facility. Extreme care must be taken at all times when operating equipment in this area.
 - .8 All work to be performed to the satisfaction of the Engineer. Contractor to complete a daily site visit **each day before 0800 hrs. Monday to Friday the Contractor is to contact the Contracts Office at 0800 hrs, at 422-2000 ext. 2677 and speak to a Contract Manager a site visit maybe co-ordinated with Engineer. Saturday, Sunday and holidays the Contractor will call (506) 292-2273.**

1.02 SITE VISIT

- .1 A Pre bid mandatory site visit will be scheduled by the Engineer.

1.03 PERIOD OF CONTRACT

- .1 The duration of this Contract will be from 15 October 2019 to 15 April 2020 with an option to renew for two one-year periods.

1.04 ENGINEER

- .1 The Engineer, as defined and stated in these specifications and Contract documents will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is as follows:

Contracts Office
Real Properties Operations Det Gagetown
Building B18
238 Champlain Avenue
P.O. Box 17000 Stn Forces
Oromocto, NB E2V 4J5
Tel: (506) 422-2000 Ext 2677
Fax: (506) 422-1248

1.05 QUALIFICATIONS

- .1 Contractor must be a snow clearance company with at least three years experience in snow removal. The contractor, if requested by the Engineer, must provide proof of experience of commercial snow removal completed in last three years.

1.06 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy of each the following:
 - .1 Specification; and
 - .2 Contract drawings.

1.07 CONTRACTOR PASSES

- .1 All Contractor employees will carry an authorized Contractor pass while employed on DND property. Such passes will be produced when requested by the Military police, Commissionaires, Security Guards and persons in authority.

- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

1.08 SECURITY CLEARANCE

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.

1.09 CONTRACTOR'S USE OF SITE

- .1 Access to the site of the work to be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer and Military requirements.
- .3 Do not unreasonably encumber the site with materials or equipment.

1.10 DAMAGE TO FACILITIES

- .1 The Contractor will take all necessary precautions to protect and prevent damage to all property and installations. Damage caused by the Contractor will be made good without undue delay, to the complete satisfaction of the Engineer. Mandatory site visit before October 15th and immediately following the end of the year contract on April 15th.

1.11 STORAGE FACILITIES

- .1 The Contractor will NOT store any material or storage facilities at any of the locations.

1.12 WORK REQUISITION

- .1 The Contractor will advise the Engineer of the telephone number at which they or their representative may be contacted at any time, 24 hours per day, 7 days per week.
- .2 The Contractor will not refuse any call for service requested by the Engineer and will respond within 2 hours for normal requirements and 1 hour for emergency requirements.
- .3 The Contractor, on receipt of the Service Contract, will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.

1.13 BASIS OF PAYMENT

- .1 The Contractor will submit for the first year of the contract and for two one-year option years prices for the following in accordance with the specification. Such prices will include manpower, equipment, transportation, materials, expenses, profit and supervision.
 - .1 Price per month for clearance of snow and application of salt for roadways, parking areas, walkways, decks, wheelchair ramps, entrances/exits, fire hydrants, removal of snow from sites identified Section 00 21 13 Description of Work 1.1.15.6. During extreme cold conditions the salt application may be substituted with a sand application only with the approval of the Engineer.

1.14 EQUIPMENT

- .1 All equipment to be equipped with the following, as approved by the Engineer:
 - .1 Clearly audible back-up beeper;
 - .2 Horn;
 - .3 Standard night working lights;
 - .4 Four way flashing lights; and
 - .5 Roof mounted 360 degree rotating warning light.
- .1 Contractors will present their list of equipment that they propose to use prior to award of this contract.
- .2 The equipment list is to include manufacturer's name, model and capacity.
- .3 Equipment is subject to inspection and acceptance by the Engineer prior to award.
- .4 During the course of this contract the equipment is subject to inspection and acceptance by the Engineer at all times. Any equipment found to be unacceptable must be repaired or replaced within 2 hours by the Contractor at their expense.

1.15 INSTRUCTION TO CONTRACTOR

- .1 Contractors shall maintain a dedicated staff and machinery, in sufficient numbers, to meet all requirements of this Contract.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .3 National Building Code of Canada (Latest Edition).

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (Latest Edition), the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

1.03 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan.
- .4 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.05 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.

- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.06 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
 - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm system will not be:
 - .1 obstructed;
 - .2 shut-off; and
 - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

1.03 FIRE EXTINGUISHERS

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

1.04 BLOCKAGE OF ROADWAYS

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

1 GENERAL

1.01 GENERAL

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

1.02 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.03 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.04 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

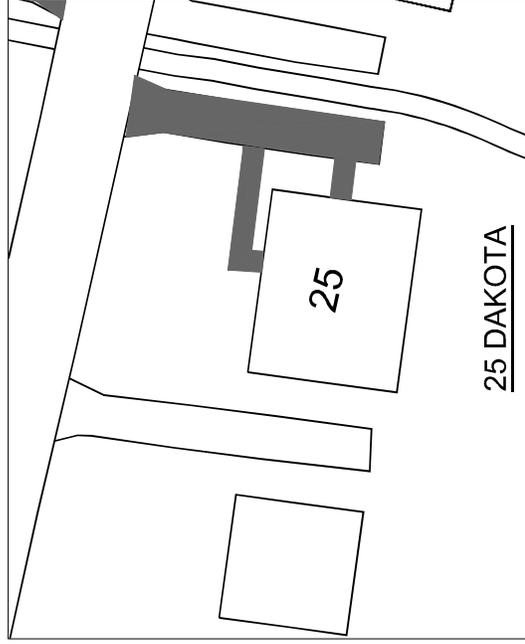
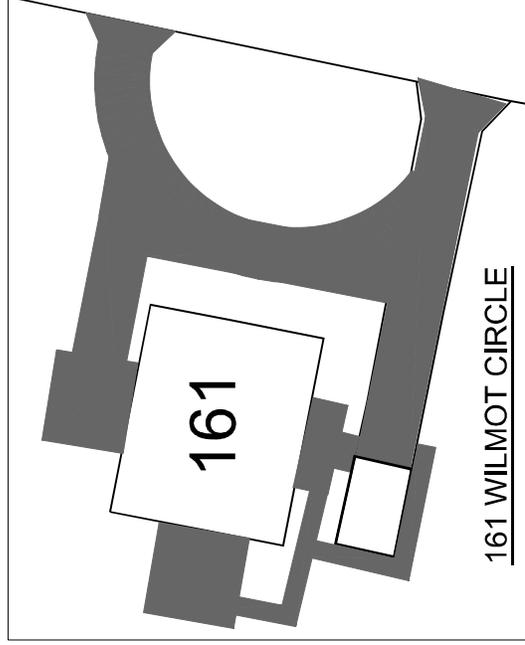
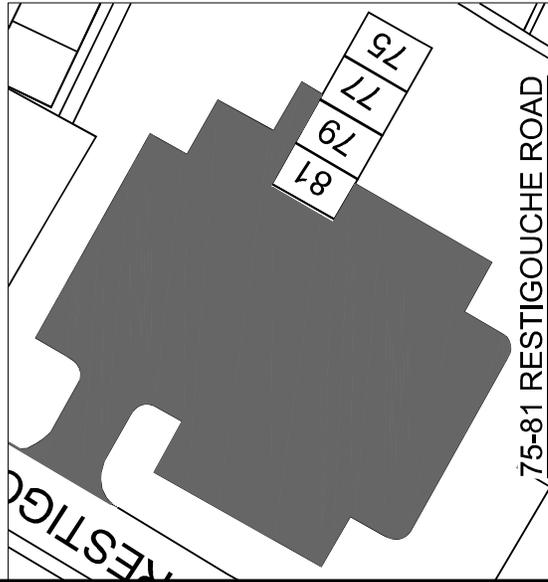
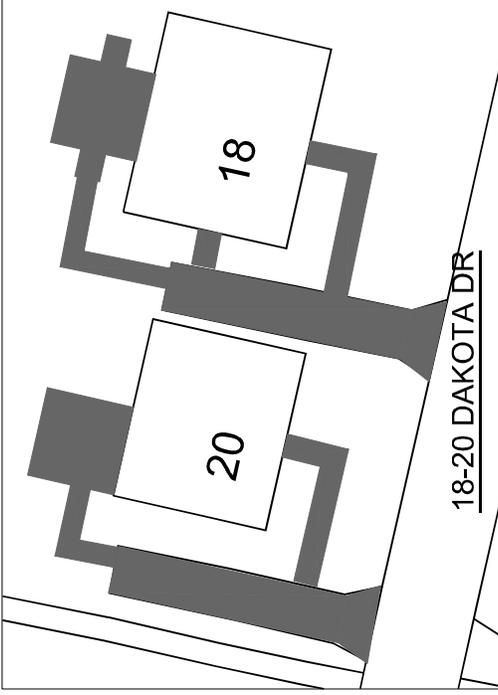
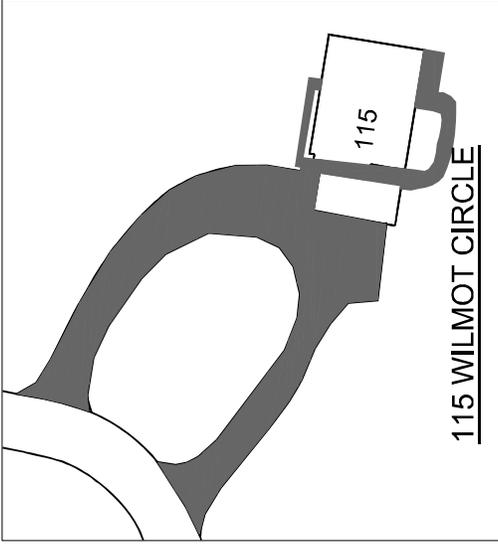
END OF SECTION



National
Défense

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ANNEX A



PROJECT: SNOW REMOVAL/ICE CONTROL
 PROJET: A-45 & VARIOUS PMQ'S

SUBJECT: SITE LOCATION
 SUJET:

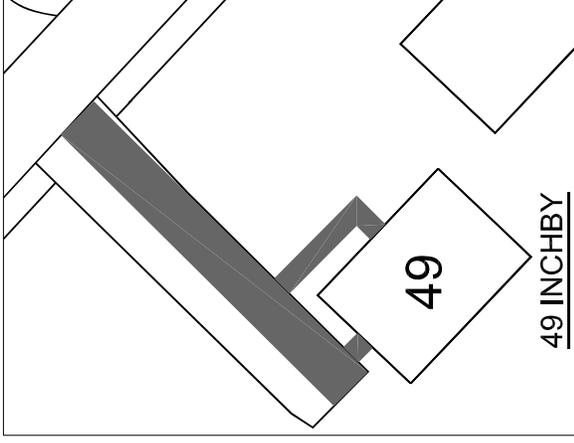
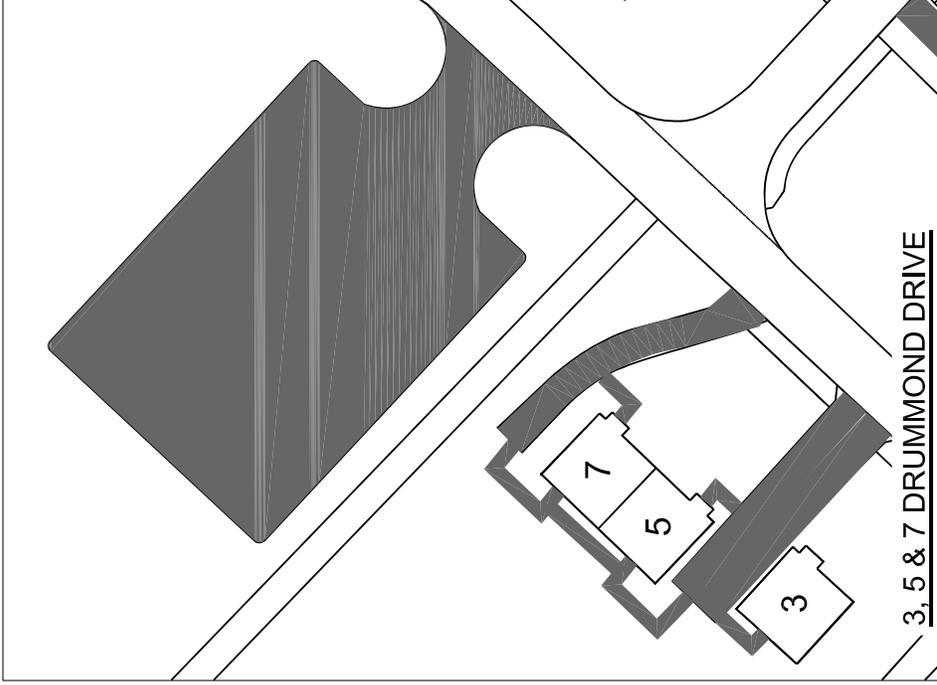
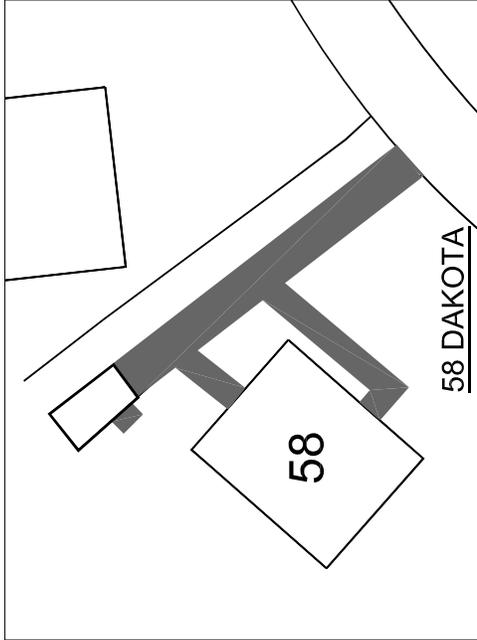
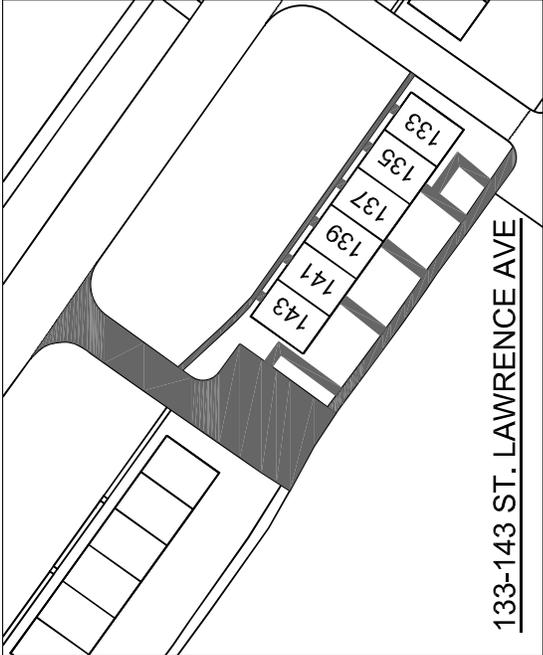
DATE: 2018/07/20

APPROVED:
APPROUVÉ
PAR:

SCALE:
ÉCHELLE: N.T.S.

PROJECT NO.: SC
 NUMÉRO DU PROJET:

DWG NO.: 1 of 4
 NUMÉRO DU DESSIN: L-G2/1-9301/50-ANNEX A



PROJECT: SNOW REMOVAL/ICE CONTROL
 PROJET: A-45 & VARIOUS PMQ'S

SUBJECT: SITE LOCATION
 SUJET:

DATE: 2018/07/20

APPROVED:
 APPROUVÉ
 PAR:

SCALE:
 ÉCHELLE: N.T.S.

PROJECT NO.: SC
 NUMÉRO DU PROJET:

2 of 4

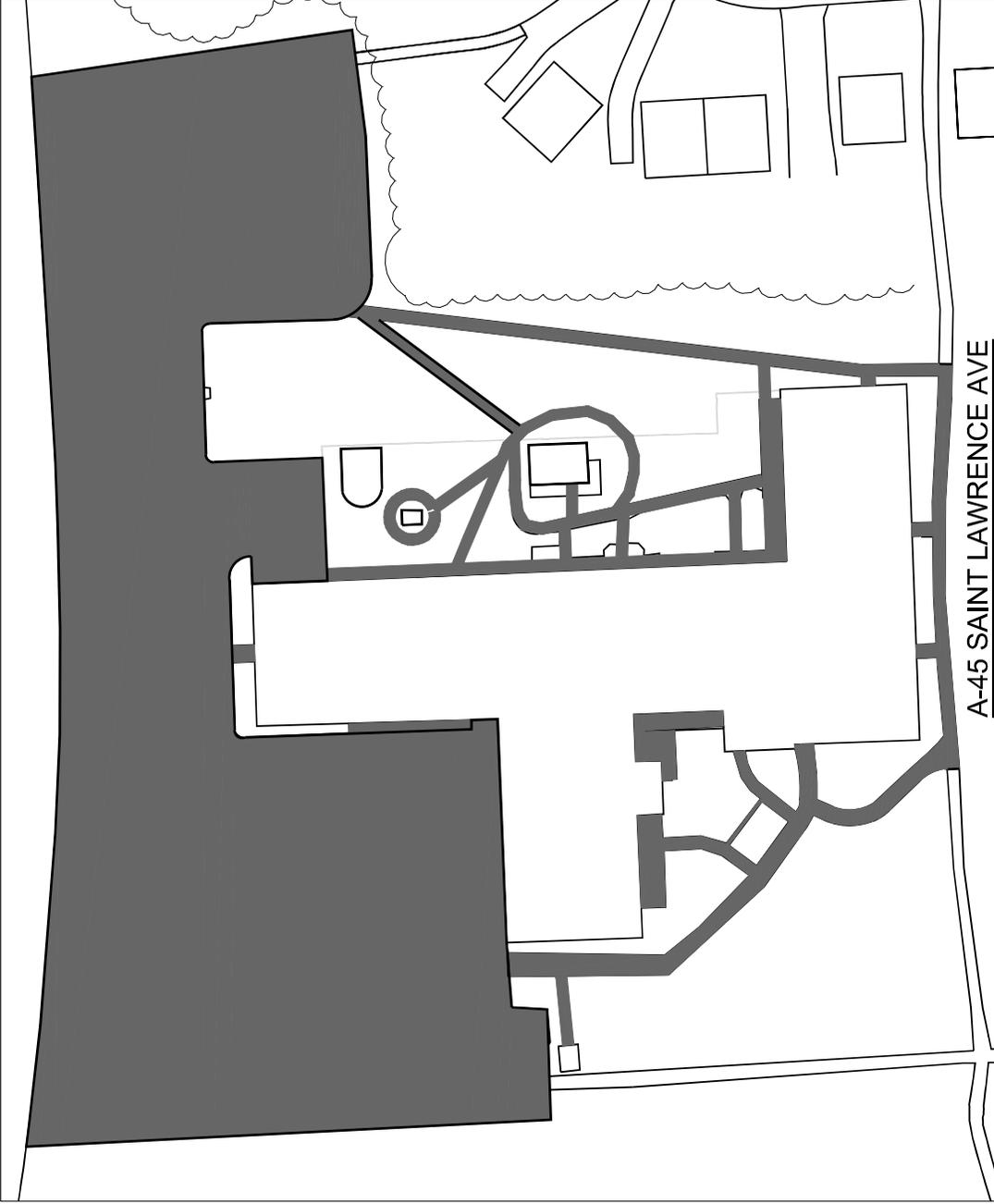
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 NUMÉRO DU DESSIN: L-G2/1-9301/50-ANNEX B



National
Défense

Défense
nationale

ANNEX C



PROJECT: **SNOW REMOVAL/ICE CONTROL**
 PROJET: **A-45 & VARIOUS PMQ'S**

SUBJECT: **SITE LOCATION**
 SUJET:

DATE: 2018/07/20

APPROVED:
APPROUVÉ

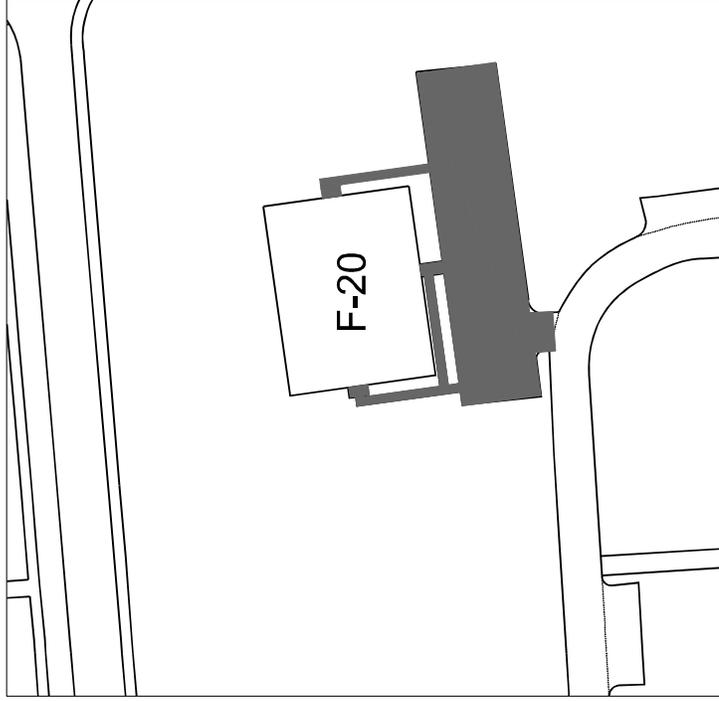
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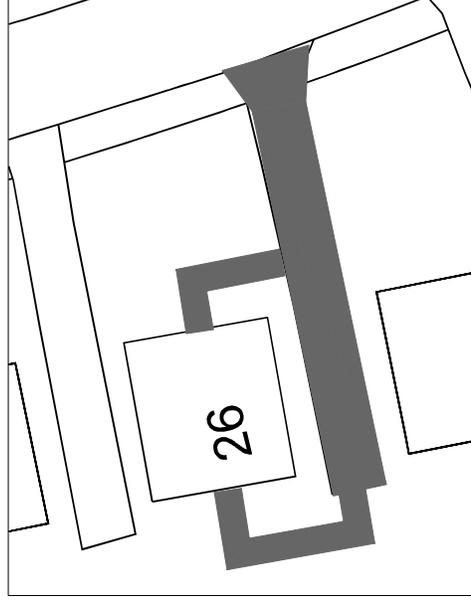
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DWG NO.:
NUMÉRO DU DESSIN: L-G2/1-9301/50-ANNEX C

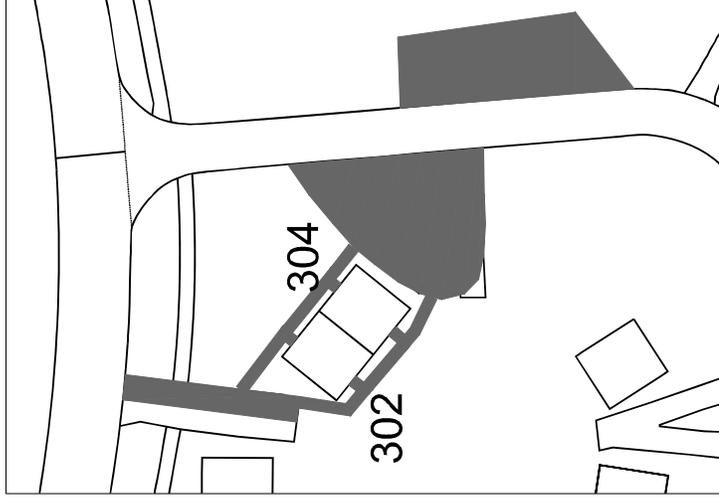
3 of 4



F-20 CFHA OFFICE - 15 HAZEN CRESCENT



26 LAURIER DR



302/304 MACKENZIE

PROJECT: SNOW REMOVAL/ICE CONTROL
PROJET: A-45 & VARIOUS PMQ'S
SUBJECT: SITE LOCATION
SUJET:
DATE: 2018/07/20

APPROVED:
APPROUVÉ
PAR:

SCALE: N.T.S.
ÉCHELLE:

PROJECT NO.: SC
NUMÉRO DU PROJET:

DWG NO.: 4 of 4
NUMÉRO DU DESSIN: L-G2/1-9301/50-ANNEX D