



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
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

### 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.E.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> Snow Removal Services	
<b>Solicitation No. - N° de l'invitation</b> EB281-201631/A	<b>Date</b> 2019-10-28
<b>Client Reference No. - N° de référence du client</b> EB281-20-1631	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWA-405-5947	
<b>File No. - N° de dossier</b> PWA-9-82064 (405)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-12-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kendell (PWA), Byron	<b>Buyer Id - Id de l'acheteur</b> pwa405
<b>Telephone No. - N° de téléphone</b> (902) 497-5345 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / CE DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA SÉCURITÉ**

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Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
EB281-201631		pwa405
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

The scope of work under this Contract includes, but is not be limited to, the provision of all labour, supervision, materials and equipment necessary to provide snow removal and ice control in accordance with Annex A – Statement of Work. The locations included are; Bedford Institute of Oceanography, Main Control Traffic Centre Shannon Hill and Coast Guard Hangar (Shearwater), all located in Dartmouth, NS.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.5 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) (<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](#) (2019-03-04) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

**Note: For bidders choosing to submit using epost Connect, the email address is:**

[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 (to be completed by bidder)**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 (to be completed by bidder)**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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 **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 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 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 D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D 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 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

##### Contractor's Experience and Past Performance

###### Experience of the Bidder

The bidder must provide evidence of its experience and past performance as a contractor by providing reference from two (2) Site Locations for snow removal services. The referenced project/contract must be for a duration of two (2) consecutive years, for work satisfactorily completed within the last five (5) years. The referenced projects/contracts must be for sites of similar size and scope as those identified in this Request for Proposal.

The reference information provided by the bidder may be verified for completeness and accuracy and to confirm reference satisfaction with the services provided.

Failure by the bidder to provide the required references, or in the event that the references cannot be verified or the services found to be unsatisfactory, will result in the bidder being disqualified and no further consideration will be given to the bid.

If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit will be assessed.

The mandatory information required in the charts that follow must be completed in their entirety. If the mandatory information is not provided at bid closing, the proposal will be deemed non-responsive and no further consideration will be given.

If the charts that follow do not allow the Bidder sufficient space to provide the required information, a separate sheet may be attached.

<b>REFERENCE No. 1: EB281-201631 – Contracts which include Snow Removal Services</b>	
Name of Client Organization or Company	
Name of Client contact who can confirm the information presented in the proposal.	
Business Telephone and email address for above named Client representative.	
Civic address, location/site of the contract.	
Performance period of the above named project or contract.	From: Day____ Month____ Year____

	To: Day____Month____Year____
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<b>REFERENCE No. 2: EB281-201631 – Contracts which include Snow Removal Services</b>	
Name of Client Organization or Company	
Name of Client contact who can confirm the information presented in the proposal.	
Business Telephone and email address for above named Client representative.	
Civic address, location/site of the contract.	
Performance period of the above named project or contract.	From: Day____Month____Year____ To: Day____Month____Year____

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria

[A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 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.

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

#### **5.2.3.1 Status and Availability of Resources**

[A3005T](#) (2010-08-16), Status and Availability of Resources

#### **5.2.3.2 Certificates**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 10 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **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** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No EB281-201631

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP/ISS/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

## 6.2 Statement of Work

The scope of work under this Contract includes, but is not be limited to, the provision of all labour, supervision, materials and equipment necessary to provide snow removal and ice control in accordance with Annex A – Statement of Work. The locations included are; Bedford Institute of Oceanography, Main Control Traffic Centre Shannon Hill and Coast Guard Hangar (Shearwater), all located in Dartmouth, NS.

## 6.3 Standard Clauses and Conditions

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

### 6.3.1 General Conditions

**2010C** (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 1 year 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 (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 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.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Byron Kendell  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-497-5345  
Facsimile: 902-496-5016  
E-mail address: [byron.kendell@pwgsc.gc.ca](mailto:byron.kendell@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.5.2 Project Authority**

The Project Authority for the Contract is (completed at contract award):

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

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

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

#### **6.5.3 Contractor's Representative (completed by bidder)**

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.

## 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 lot price 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 SACC Manual Clauses

[H1008C](#) (2008-05-12), Monthly Payment

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

### 6.7.3 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 two (2) copies must be forwarded to the following address for certification and payment.

Public Services and Procurement Canada  
Bedford Institute of Oceanography  
Polaris Building, Room 403  
PO Box 1006 Stn Main  
Dartmouth, NS B2Y 4A2

- b. One (1) copy must be emailed to the Departmental Representative (Project Authority).

3. Invoices must be billed monthly showing the following:

- Contract number and location of work;
- Date work carried out.

4. The invoice shall be submitted as per the following payment schedule:

- November 5% of Firm Lot Price
- December 20% of Firm Lot Price
- January 25% of Firm Lot Price
- February 25% of Firm Lot Price
- March 20% of Firm Lot Price
- April 5% of remaining Firm Lot Price PLUS additional amounts over 350 cm

\*Invoices are to be dated at the end of each month

5. All prices shown on invoice must equal those shown on price schedule, which forms part of the Contract.
6. No payment must be allowed for any equipment that has broken down during clearing operations, including operator's time.
7. All invoices must be forwarded to the Department of Public Works and Government Services' Departmental Representative (electronically, if available).
8. Any supervision or additional operating equipment required must be included as part of the centimetre snow fall cost as per the unit price table.
9. All invoices for the fiscal year must be submitted for payment before 31 March (April – March) of each year.

Invoices must be paid monthly. The monthly Environment Canada Weather Office Snowfall Summary (meteorological summary) Report for Dartmouth, NS area, must be attached to the invoice

## **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.

## 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), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List; and,
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.12 Insurance

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

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

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

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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

Solicitation No. - N° de l'invitation

EB281-201631

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

pwa405

CCC No./N° CCC - FMS No./N° VME

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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.

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## **ANNEX A**

### **STATEMENT OF WORK**

(See attachment)

## ANNEX B

### BASIS OF PAYMENT

Bidders must submit their financial bid in accordance with the Pricing Schedules detailed below. The total amount of Applicable Taxes is to be shown separately, if applicable.

The following requirement MUST be strictly adhered to: Failure to do so shall render the bidder's proposal as non-responsive and no further consideration will be given to the bidder.

It is MANDATORY that the bidders submit firm prices/rates prices excluding GST/HST for the three (3) year period of the contract for all items listed hereafter (Pricing Schedules 1 AND 2).

Pricing Schedule 1:

Snow Removal Services up to 350 cm

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all relates costs (excluding HST/GST) and shall include all Snow Removal requirements up to a total accumulation of 350 cm of snowfall per snow season as defined below in accordance with the Statement of Work attached at Annex A.

#### Pricing Schedule 1:

LOCATION: BIO Dartmouth			
SNOW SEASON – 15 November to 30 April – SNOWFALL UP TO 350 cm			
Initial 1 Year Period	Option Year 1	Option Year 2	Total for all Years
\$ _____ Per year	\$ _____ Per year	\$ _____ Per year	\$ _____ (A)

LOCATION: Coast Guard Hangar - Shearwater			
SNOW SEASON – 15 November to 30 April – SNOWFALL UP TO 350 cm			
Initial 1 Year Period	Option Year 1	Option Year 2	Total for all Years
\$ _____ Per year	\$ _____ Per year	\$ _____ Per year	\$ _____ (A)

LOCATION: MCTS Shannon Hill			
SNOW SEASON – 15 November to 30 April – SNOWFALL UP TO 350 cm			
Initial 1 Year Period	Option Year 1	Option Year 2	Total for all Years
\$ _____ Per year	\$ _____ Per year	\$ _____ Per year	\$ _____ (A)

All Years - SNOWFALL up to 350 CM - **GRAND TOTAL for Price Schedule 1:** \$ \_\_\_\_\_ (A+B+C)

## **Pricing Schedule 2:**

Snowfall in excess of 350 cm

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all related costs (excluding HST/GST) for Snow Removal in excess of 350 cm as recorded by Environment Canada at the Halifax Stanfield Airport from November 15 to April 30, on an "as and when requested" basis only in accordance with the Statement of Work attached at Annex A.

\* Estimated centimeters per period is for evaluation purposes only.

<b>LOCATION: All Locations</b>				
<b>SNOW SEASON – 15 November to 30 April – SNOWFALL IN EXCESS OF 350 cm</b>				
	Initial 1 Year Period	Option Year 1	Option Year 2	Total
Rate per cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm	
*Estimated centimeters	50	50	50	
Extended Price (Rate x Estimate)	\$ _____ (A) Per year	\$ _____ (B) Per year	\$ _____ (C) Per year	\$ _____ (A+B+C)

**Total bid price is Table 1 plus Table 2**

**Total Pricing Schedule 1: \$ \_\_\_\_\_**

**Total Pricing Schedule 2: \$ \_\_\_\_\_**

**Total Bid Price: \$ \_\_\_\_\_**

## **Payment Schedule**

November - 5% of Firm Lot Price

December – 20% of Firm Lot Price

January – 25% of Firm Lot Price

February – 25% of Firm Lot Price

March – 20% of Firm Lot Price

April – 5% of remaining firm lot price plus additional amounts over 350cm.

*End of Basis of Payment*

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## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

(See attachment)

## **ANNEX D 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)

## ANNEX E

### INFORMATION FOR CODE OF CONDUCT CERTIFICATION

#### ***[PLEASE COMPLETE AND SUBMIT WITH BID]***

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person;

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**PUBLIC WORKS AND  
GOVERNMENT SERVICES CANADA**

**ASSET AND FACILITIES  
MANAGEMENT SERVICES**

**BIO Dartmouth  
Shearwater Helicopter Hangar (Shearwater)  
MCTS (Shannon Hill)**

**SNOW REMOVAL AND ICE CONTROL**

**MAINTENANCE SERVICE  
CONTRACT SPECIFICATION**

## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.2 Definitions and Interpretations

In the Contract, unless the context otherwise requires:

"Base Building Equipment"	architectural, mechanical and electrical items that are required to provide the intended building exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
"Customer"	Public Works and Government Services Canada also known as Public Services and Procurement Canada
"Contracting Authority"	An officer of Public Services and Procurement, Real Property Contracting Division, who will be the authority on the contract terms and conditions, and who will issue the final contract on behalf of the Minister.
"Clean"	to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Energy Source"	any electrical, of potential harm to workers;
"Excusable Delay"	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;
"herein", "hereby", "hereof",	and similar expressions refer to the Contract as a whole and not

"hereunder"	to any particular subdivision or part thereof;
"Inform"	to inform Departmental Representative of any new operating procedures in writing. Demonstrate and explain purpose, benefit and method of implementing new procedures;
"Isolate"	to physically prevent the transmission or release of an energy source to machinery or equipment;
"Measure"	to determine capacity or amount in standard units using an appropriate instrument. ( <i>Environment Canada Website</i> )
"Department Representative,"	An employee assigned to oversee the terms of this contract, and be the liaison between the Contractor and PWGSC.
"PWGSC"	Public Works and Government of Canada also referred to as Public Services and Procurement Canada (PSPC)
"Site Supervisor/Manager"	The employee of the Contractor who is designated by the Contractor to act as a liaison between the Departmental Representative and the Contractor for the purposes of: <ul style="list-style-type: none"> <li>a. making decisions in matters of priority in the execution of the contracted duties;</li> <li>b. overseeing the conduct/deportment of the Contractor's employees;</li> <li>c. Performing daily inspections of the facilities</li> </ul>
"Supervisor"	The employee of the contract who is designated by the contractor as being in full charge of the site operations of the contractor for the purpose of this contract.
"Repair"	to restore to a sound state;
"Replace"	to restore by removing old components and replacing with new components;
"Report"	to report to the Departmental Representative on-site and include information such as: results of any inspections, note problems encountered, services required, services performed and readings taken;
"Representations"	any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings expressed or implied, collateral or otherwise;
"Shut Down"	to take out of service;
"Start Up"	to return to service;
"WHMIS"	Workplace Hazardous Materials Information System

### 1.3 General Requirements

- |                                   |  |
|-----------------------------------|--|
| <b>.1 Location</b>                | <b>.1</b> Work sites for this Contract include the following: <ul style="list-style-type: none"><li>a. Bedford Institute of Oceanography – Dartmouth, NS</li><li>b. Marine Communication Traffic Services – Shannon Hill, Dartmouth, NS</li><li>c. Coast Guard Helicopter Hangar - Shearwater, NS</li></ul>  |
| <b>.2 Description of Work</b>     | <b>.1</b> To provide all labour, tools, materials and equipment for snow clearing, snow removal and ice control for the approaches, roads, parking area, service yards, fire hydrants, overhead doors, flagpole and designated sidewalks for Public Service and Procurement Canada at the Locations above. See map in Appendix 1 to Annex A.   |
| <b>.3 Examination of Premises</b> | <b>.1</b> All parties tendering are highly recommended to attend the site visit to acquaint themselves with conditions affecting the proper execution and completion of the work.  |
| <b>.4 Additional Work</b>         | <b>.1</b> The successful bidder can at PSPC's option, be asked to provide additional work related to this requirement. A task authorization will be given for this extra work.   |
| <b>.5 Scope of Work</b>           | <b>.1</b> 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, walkways, parking areas, trucking/loading areas, vehicle entrances and exits, road valves, catch basins, valve boxes, storm sewers, manholes, door entrances, and exits, etc.. All pathways and areas around fire hydrants must be kept clear and accessible.<br><br><b>.2</b> Ensure all entrances, stairs, sidewalk walkways, landings, are clear from snow and ice.<br><br><b>.3</b> Snow clearing operations will commence when 0.5 mm (~ 1/2" ) of snow has accumulated; when drifting necessitates such action and/or when deemed necessary by the Departmental Representative.<br><br><b>.4</b> De-icing and salting operations must be provided when conditions are deemed necessary<br><br><b>.5</b> Contractor must be responsible to monitor the site and provide regular inspections of the premises to ensure that snow 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 Under the direction of the Departmental Representative, excess snow may be relocated to an approved location. Dumping into the Halifax Harbour/Bedford Basin is prohibited.
- .7 No salt is permitted at the Shearwater site due to a potential risk and/or hazard to helicopter(s) and/or its equipment. The Contractor must specify type of ice melt on the exterior stairwells, walkways, entrances and Shearwater Apron with Departmental Representative(s) prior to initial use.
- .8 Execute work with least possible interference or disturbance to occupants, public and the normal use of premises
- .9 Snow removal operations must continue without let up until all areas have been cleared.
- .10 At no time will snow be piled against the building exterior shell, in front of any doors, loading areas or handicap parking areas; against fences, fire lanes, muster stations, light standards or fire hydrants; or on landscaped areas.

#### **.6 Hours of Work**

- .1 Snow removal and de-icing will be carried out twenty-four (24) hours per day, seven (7) days per week. Access for Emergency Vehicles MUST be maintained at all times.
- .2 Normal hours of work for facility are from 6:00 a.m. to 6:00 p.m, Monday – Friday.
- .3 Where snow has fallen during the silent hours, all main roads, parking areas and entrance doors must be completely cleared of snow by 6:00 a.m.

#### **.7 Codes and Legislative Requirements**

- .1 Execute the work to meet or exceed:
  - a) Part II of the Canada Labour Code
  - b) Canada Occupational Safety and Health Section of Part II of the Canada Labour Code
  - c) Canadian Environmental Protection Act
  - d) The Contractor can obtain addresses for codes and standards from the Departmental Representative upon request.

- e) In the event of a conflict between any of the above codes or standards the most stringent must apply.
  - f) These standards must be considered an integral part of the specifications and must be read in conjunction with the drawings and specifications. The contractor must be fully familiar with their contents and requirements as related to the work and materials specified.
  
- .8 **Changes to Scope**
  - .1 PSPC requires the flexibility to respond to changes in its operation. During the term of this contract, the PSPC Contracting Officer may adjust the scope of the contract. Such adjustments will be mutually agreed upon with the contractor that there will be a change to the contract.
  - .2 Should the contractor not wish to undertake any additional work resulting from a change in scope, PSPC reserves the right to tender this portion of the new work, as well as other work done by the contractor and deemed appropriate to combine with the additional work.
  - .3 Should the price of the work so removed from the contract be clearly delineated in the proposal, the contract amount shall be adjusted accordingly; otherwise any changes in contract price will be by mutual agreement.
  
- .9 **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.
  
- .10 **Taxes**
  - .1 Pay applicable Federal, Provincial and Municipal taxes
  
- .11 **Insurance**
  - .1 The successful Contractor shall provide and maintain during the term of the Contract, Comprehensive General Liability insurance in an amount of \$2,000,000.00.
  
- .12 **Minimum Standard Snow Clearing and Ice Control**
  - .1 Paved Roadways - To be cleared and ice control mixture to a minimum width of paved area.

- .2 Gravel Roadways - To be maintained to a minimum of 2.4m ( 8') width.
- .3 Fire Hydrants - To be cleared completely with ice control immediately after roadways and parking area.
- .4 Turning Areas - Area for turning of trucks must be maintained at Saltwater Pump house and Saltwater Reservoir.

### **.13 Ice Control**

- .1 Salt, a mixture of salt and sand or ice melt must be used for appropriate areas for ice control
- .2 Shearwater Landing Pad: The Contractor must use ice melt on the exterior stairwells, walkways, entrance areas - **No salt is allowed.**
- .3 Sand and salt mixture used for ice control must be (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 must be spread by means of mechanical spreader.

### **.14 Meetings**

- .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- .2 Pre-job meeting must be scheduled within fourteen (14) days after contract award

### **.15 Equipment**

- .1 The minimum equipment to be available to be used for this contract is as follows:
  - a) Two (2)) – Two and one half (2.5) cubic yard loader/plow unit
  - b) Two (2) – Twelve 12 cubic yard dump truck
  - c) One (1) – Mechanical salt spreader
  - d) One loader – 3 yard bucket
  - e) One sidewalk mechanical snow clearing machine
  - f) Laborers - as required.
- .2 All heavy equipment must be adequately equipped with flashing beacon, front and rear lights.
- .3 All equipment must be licensed by the authority having jurisdiction for the service for which it is used.

- .4 All equipment will be in good repair and provide safe operation.
- .5 Equipment must not be left running while unattended.
- .6 Equipment with a fuel capacity exceeding ten (10) litres must not refill on site.
- .7 Rubber tired power equipment only must be used for all snow clearing operations.
- .8 Debris and discarded containers, shall not be left or stored at the site.
- .16 Operators**
  - .1 All equipment operators must be qualified and experienced with the equipment being operated and licensed by the authority having jurisdiction.
- .17 Damage**
  - .1 The Contractor must be responsible for any damage incurred during the execution of the work of this Contract, and must, repair damage at no charge to the satisfaction of the Department.
  - .2 Damage to curbs, fencing, lawn areas, etc. must be repaired in the spring, during the month of April. Damage which affects the building services; i.e., hydrants, valve boxes, etc. must be repaired immediately.
- .18 Personnel Qualifications**
  - .1 The Contractor shall include the supply of all-necessary staff applicable to the work required, for the full term of this contract.
  - .2 The Contractor shall provide for all necessary supervision, administration, support, assistance and control for his/her staff.
  - .3 The supervisor shall be responsible for organizing and scheduling work, making the necessary scheduled inspections, generally supervising the work on a day-to-day basis.
  - .4 The Contractor will provide the Departmental Representative with a list of all people working on Government Property, complete with a copy of their licences, and will update the list, immediately upon personnel changes.
  - .5 Where the performance of the work requires the presence of the Contractor on government premises,



the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises which includes **No Smoking** within 10 meters of any entrance way.

## **.19 Security Clearance**

The required security clearance level for this Contract is Reliability Status.

It is the Contractor's responsibility to initiate the security screening required for the Owner of the company.

The Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) is responsible for administering the Industrial Security Program in Canada.

The Contractor must follow the instructions at <https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>, which will include all necessary forms.

## **.20 Payment**

- .1 Invoices for the services completed to be submitted by email to the Departmental Representative.
- .2 Invoices must be billed monthly showing the following:
  - .1 Contract number and location of work;
  - .2 Date work carried out.
- .3 The invoice shall be submitted as per the following payment schedule:

November	5% of Firm Lot Price
December	20% of Firm Lot Price
January	25% of Firm Lot Price
February	25% of Firm Lot Price
March	20% of Firm Lot Price
April	5% of remaining firm lot price plus addition amounts over 350 cm.

\*Invoices are to be dated at the end of each month

- .4 All prices shown on invoice must equal those shown on price schedule, which forms part of this Contract.
- .5 No payment must be allowed for any equipment that has broken down during clearing operations, including operator's time.
- .6 All invoices must be forwarded to the Department of

Public Works and Government Services' Departmental Representative (electronically, if available).

- .7 Any supervision or addition operating equipment required must be included as part of the centimetre snow fall cost as per the unit price table.
- .8 All invoices for the fiscal year must be submitted for payment before 31 March (April – March) of each year.

Invoices must be paid monthly. The monthly Environment Canada Weather Office Snowfall Summary (meteorological summary) Report for Dartmouth, NS area, must be attached to the invoice

## **1.4 Safety Requirements**

- .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 Workers Compensation Board
    - .4 Municipal Statutes and Ordinances
  - .4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in or on Federal facilities and/or Scent Free Policy if applicable
  - .5 If a sub-contractor is required, the contractor must notify the Departmental Representative first. All sub-contractors must adhere to the above qualifications

## **.2 Submittals**

- .1 Prior to Award: Contractors are to provide (within seven (7) calendar days after request):
  - .1 Documentation indicating that the Contractor has successfully completed a recognized current (within the last 3 yrs.) EXTERNAL SAFETY AUDIT. This audit to be performed by an independent company/person qualified to conduct safety audits.
  - .2 A letter of good standing from Worker's

Compensation Board.

- .3 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Service Contract (SC), including sub-contractor(s).

**.3 Disciplinary Procedures for Safety Violations**

- .1 Contractors must have their own written disciplinary procedures for violation or non-compliance of work site safety rules and regulations.
- .2 Contractor must immediately address and correct any health and safety violations and non-compliance issues.
- .3 Disciplinary Procedures applied by PWGSC Departmental Representative for non-compliance and safety violations must be as follows:
  - .1 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).
  - 2 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).
  - .3 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). (Document to contract file, copies to Contractor and PWGSC).
  - .4 Serious Violation:  
For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Departmental Representative, 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).

- .5 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.

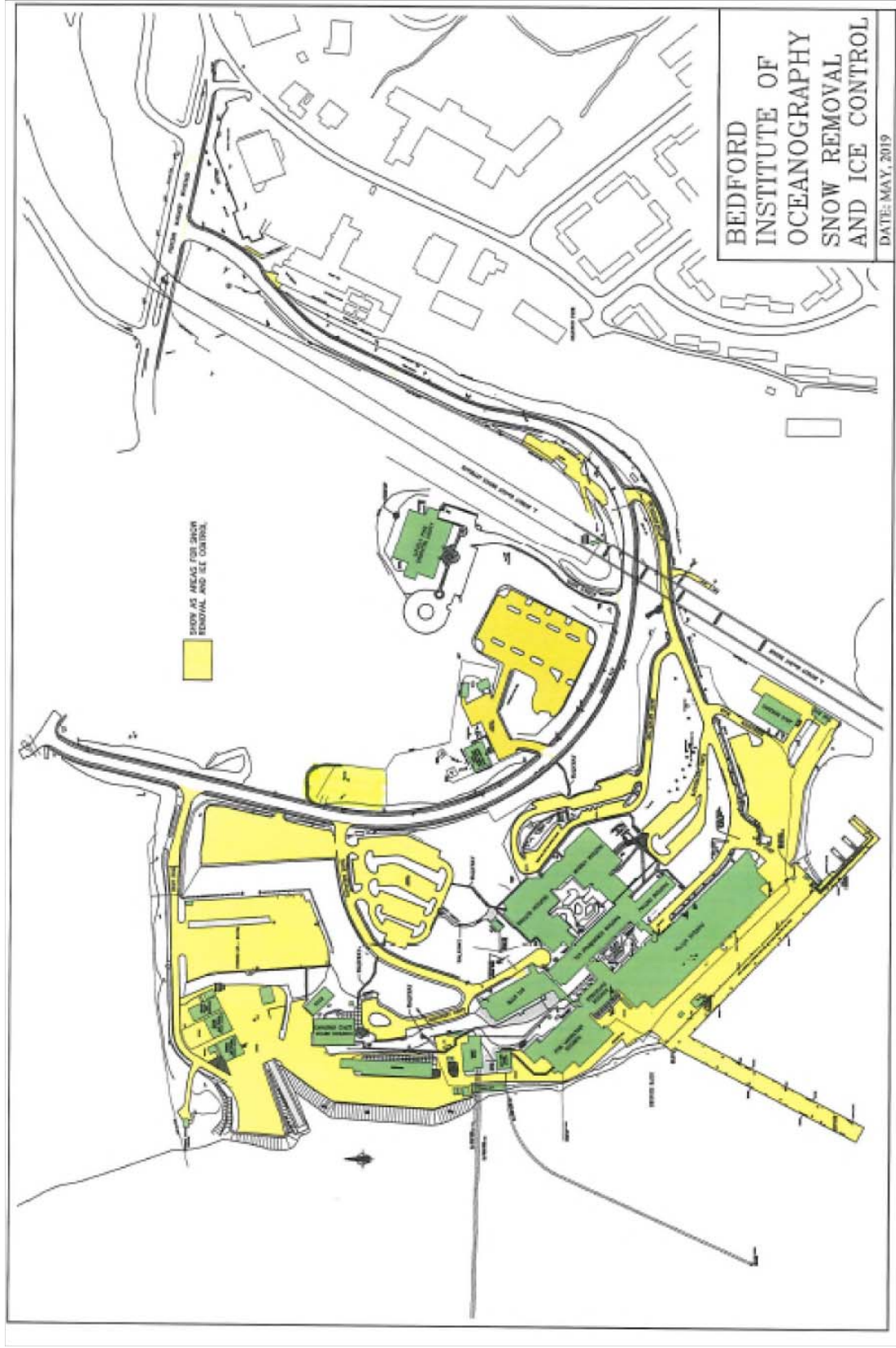
#### **.4 Safety Plan**

- .1 The Contractor must provide a copy of their company's Occupational Health and Safety Policy and Program. It must meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental Representative must advise the Contractor where the Federal Standards apply.
- .2 The Contractor must perform site hazard assessments to establish site specific safe work practices / procedures for the safety and well-being of their employees. Copies must 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 must 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 must become mandatory.
- .5 Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .6 The Contractor must ensure that all applicable personal protective equipment (PPE) is used.
- .7 The Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award Service Contract.

	.8	Damage to property or vehicles must be reported immediately to the Departmental Representative (by email).
<b>.5 Product Approvals</b>	.1	The Contractor must 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 must submit for approval, the Safety Data Sheets (SDS) for all controlled products that will be used in the performance of this work.
	.3	No controlled products are to be brought on-site without prior approved Safety Data Sheets (SDS).
	.4	Safety Data Sheets (SDS) to remain on-site at all times.
<b>1.5 Environmental</b>		
<b>.1 Environmental Procedures</b>	.1	All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.
<b>.2 Plant Protection</b>	.1	Minimize stripping of topsoil and vegetation and extra caution when dumping snow/salt/sand around shrubs and small trees.
	.2	Any damages to property due to snow clearing is the responsibility of the contractor to repair after the snow season.
<b>.3 Work Adjacent to Waterways</b>	.1	Do not dump excavated fill, snow, ice, waste material or debris in basin.
<b>.4 Pollution Control</b>	.1	The Contractor must:
	.1	Maintain temporary erosion and pollution control features installed under this contract.
	.2	Control emissions from equipment.

Appendix 1 to Annex A

Map of Location(s) BIO and MCCTS









### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE					
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>PUBLIC WORKS &amp; GOVERNMENT SERVICES CANADA</b>			2. Branch or Directorate / Direction générale ou Direction <b>AFMS</b>		
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant			
4. Brief Description of Work - Brève description du travail <b>SNOW CLEARING FOR BIO, SHANNON, SHEARWATER</b>					
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?					<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?					<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis					
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)					<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.					<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales <b>sans</b> entreposage de nuit?					<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès					
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion					
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>    Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>    Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information					
PROTECTED A PROTÉGÉ A <input type="checkbox"/>  PROTECTED B PROTÉGÉ B <input type="checkbox"/>  PROTECTED C PROTÉGÉ C <input type="checkbox"/>  CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>  SECRET SECRET <input type="checkbox"/>  TOP SECRET TRÈS SECRET <input type="checkbox"/>  TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>  NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>  NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>  NATO SECRET NATO SECRET <input type="checkbox"/>  COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>  PROTECTED B PROTÉGÉ B <input type="checkbox"/>  PROTECTED C PROTÉGÉ C <input type="checkbox"/>  CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>  SECRET SECRET <input type="checkbox"/>  TOP SECRET TRÈS SECRET <input type="checkbox"/>  TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
- Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |
- Special comments:  
Commentaires spéciaux : \_\_\_\_\_
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.
10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui
- If Yes, will unscreened personnel be escorted:  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No / Non ☐ Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui



**PART C (continued) / PARTIE C (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.**

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**