

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works Government Services Canada-  
Bid Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Brunswick  
E2L 2B9

**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**

All enquiries are to be submitted in writing to the Contracting Authority, Darlene Reay, either by facsimile or by e-mail at: darlene.reay@pwgsc.gc.ca.

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

**Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Maintenance Services-Grass Cutting	
<b>Solicitation No. - N° de l'invitation</b> W0105-13E056/A	<b>Date</b> 2013-03-06
<b>Client Reference No. - N° de référence du client</b> W0105-13E056	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-021-3232
<b>File No. - N° de dossier</b> PWB-2-35156 (021)	<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 2013-04-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reay, Darlene	<b>Buyer Id - Id de l'acheteur</b> pwb021
<b>Telephone No. - N° de téléphone</b> (902) 566-7518 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Grass Cutting Moncton Armoury Moncton New Brunswick 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/ de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**Maintenance Services - Grass Cutting  
Moncton Armoury, Moncton, N.B.  
and Supported Sites**

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## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

Department of National Defence (DND) has a requirement for the furnishing of all labour, material, tools, supervision, equipment and transportation required to cut grass at:

- .1 Moncton Armoury, Moncton, N.B.
- .2 Military Family Resource Center - 21 & 25 Bennett Ave.
- .3 Annex to Military Family Resource Center - 110 Athlone Ave.
- .4 VIP House - 202 Dickson Blvd.
- .5 Area No.1 at Acadia Park, Moncton N.B.
- .6 Salisbury Rifle Range, Lower Mountain Road - outside of Moncton, N.B.
- .7 Sussex Armoury, Sussex, N.B.
- .8 Sussex Rifle Range, Sussex, N.B.

The Service Contract is from award to March 31, 2014, with an option to renew for two additional one year periods. All work is to be completed in accordance with the Specification Number L-M186-9900/83 forming part of the bid document. - Annex "E".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, as well as the Canada-Peru and Canada-Columbia Free Trade Agreements.

### **2. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)  
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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses (by reference)

##### A0220T - Evaluation of Price (2007-05-25)

### 2. Submission of Bids

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. 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: FACSIMILE BIDS

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**  
**Room 421**  
**189 Prince William Street**  
**Saint John, New Brunswick**  
**E2L 2B9**

**NOTE: THIS IS NOT A PUBLIC OPENING**

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. 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.

### **5. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

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

### **6. Workers Compensation Certification - Letter of Good Standing**

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

The Bidder must provide, within seven (7) 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 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Price must not appear in any other area of the bid except in the **Financial Bid**.

Canada requests that bidders provide their bid in separately bound sections as follows: Bidders are required that the bids follow the response format/instructions as detailed below:

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

No Technical Bid required as part of this requirement.

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

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certification required under Part 5.

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

### **1. Evaluation Procedures and Basis of Selection**

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.

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct Certifications - Certifications Precedent to Contract Award**

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ( Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2.1 Former Public Servant - Competitive Requirements

Contracts with 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 with FPS, bidders must provide the information required below.

#### 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

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 Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

## 2.2 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) *is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;*
- ( ) *has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .*

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Requirement

Department of National Defence (DND) has a requirement for the furnishing of all labour, material, tools, supervision, equipment and transportation required to cut grass at:

- .1 Moncton Armoury, Moncton, N.B.
- .2 Military Family Resource Center - 21 & 25 Bennett Ave.
- .3 Annex to Military Family Resource Center - 110 Athlone Ave.
- .4 VIP House - 202 Dickson Blvd.
- .5 Area No.1 at Acadia Park, Moncton N.B.
- .6 Salisbury Rifle Range, Lower Mountain Road - outside of Moncton, N.B.
- .7 Sussex Armoury, Sussex, N.B.
- .8 Sussex Rifle Range, Sussex, N.B.

The Service Contract is from award to March 31, 2014, with an option to renew for two additional one year periods. All work is to be completed in accordance with the Specification Number L-M186-9900/83 forming part of the bid document. - Annex "E".

### 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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)  
Manual issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The work is to be performed from award to March 31, 2014.

#### 3.2 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.

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#### **4. Authorities**

##### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Darlene Reay  
Title: A/Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 189 Prince William Street  
4th Floor, Room 421  
Saint John, N.B.  
E2L 2B9

Telephone: (902) 566-7518  
Facsimile: (506)636-4376  
E-mail address: darlene.reay@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.

##### **4.2 Project Authority - Will be made available at time of award**

The Project Authority for the Contract is:

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.

#### **4.3 Contractor's Representative**

Name:

Title:

Organization:

Address:

Telephone:

Fax:

E-mail:

#### **5. Payment**

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

##### **5.1 Monthly Payment**

SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### **6. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

#### **7. Certifications**

**7.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

#### **8. Applicable Laws**

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

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## 9. 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) 2010C (2012-11-19);
- (c) Specification (Annex "E") and annexes;
- (d) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (e) the Contractor's bid dated \_\_\_\_\_

## 10. SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25) Worker's Compensation  
SACC Manual Clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual Clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 11. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within 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

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## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

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**ANNEX "A"**  
**EVALUATION CRITERIA AND BASIS OF SELECTION**

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

**1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (1) 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 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 and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00 in accordance with Section 00 21 13, Paragraph 1.5 of the Specification located at Annex "E".
5. The Contractor must have a minimum of 2 years proven experience as a grass contractor and shall provide references of previous contracts upon request.
6. Contractors will present with their Tender, a list of the equipment they propose to use for the Contract (Section 02 97 00, Paragraph 2.1.2 of the Specification located at Annex "E").

**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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## **ANNEX "B"**

### **BASIS OF PAYMENT**

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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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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 FROM AWARD TO MARCH 31, 2014.**

Item	Class of Service	Unit of Measure	Estimated Quantity	A		B		C	
				Term	Option Year	Term	Option Year	Term	Option Year
				From Award to	April 1, 2014, to	From Award to	April 1, 2014, to	From Award to	April 1, 2015, to
				March 31, 2014.	March 31, 2015	March 31, 2014.	March 31, 2015	March 31, 2016	March 31, 2016
				Price per	Price per	Price per	Price per	Price per	Price per
				Unit	Unit	Unit	Unit	Unit	Unit
				Total	Total	Total	Total	Total	Total

<b>1.</b>	Lump sum price per cut for cutting, trimming, and removal of grass at the Moncton Armoury.	Per Cut	15						
<b>2.</b>	Lump sum price per cut for cutting, trimming, and removal of grass at the Moncton Military Family Resource Center, 21 & 25 Bennett Ave.	Per Cut	15						
<b>3.</b>	Lump sum price per cut for cutting, trimming, and removal of grass at the Moncton Family Resource Center Annex, 110 Athlone Ave.	Per Cut	15						

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Item	Class of Service	Unit of Measure	Estimated Quantity	A		B		C	
				Term	Option Year	Term	Option Year	Term	Option Year
				From Award to	April 1, 2014, to	From Award to	April 1, 2014, to	From Award to	April 1, 2015, to
				March 31, 2014.	March 31, 2015	March 31, 2014.	March 31, 2015	March 31, 2016	March 31, 2016
				Price per	Price per	Price per	Price per	Price per	Price per
				Unit	Unit	Unit	Unit	Unit	Unit
				Total	Total	Total	Total	Total	Total
4.	Lump sum price per cut for cutting, trimming, and removal of grass at the VIP House, 202 Dickson Blvd.	Per Cut	15						
5.	Lump sum price per cut for cutting, trimming, and removal of grass at Area No. 1 - Acadia Park	Per Cut	9						
6.	Lump sum price per cut for cutting, trimming, and removal of grass at the Salisbury Rifle Range - Lower Mountain Road	Per Cut	3						
7.	Lump sum price per cut for cutting, trimming, and removal of grass at the Sussex Armoury - Sussex, N.B.	Per Cut	15						





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## **ANNEX "C"**

# **INSURANCE REQUIREMENTS**

## 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)

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- (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.

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**ANNEX "D" Complete List of Each Individual Who is Currently on the Board of Directors**

***NOTE TO BIDDERS***

***WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**ANNEX "E"**

**SPECIFICATION**

**SEE ATT1**