

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**107 Shireff, Suite 204
Rue 107 Shirreff
North Bay, Ontario P1B 7K8
Bid Fax: (705) 476-0778**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet GRASS CUTTING-SVC CONTRACT	
Solicitation No. - N° de l'invitation W0135-121200/A	Date 2012-04-02
Client Reference No. - N° de référence du client W0135-2012-1200	
GETS Reference No. - N° de référence de SEAG PW-\$TNB-802-1602	
File No. - N° de dossier TNB-1-34130 (802)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boire, Denyse	Buyer Id - Id de l'acheteur tnb802
Telephone No. - N° de téléphone (705) 474-6103 ()	FAX No. - N° de FAX (705) 476-0778
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 22 WING NORTH BAY 9 MANSTON CRES. HORNELL HEIGHTS Ontario P0H1P0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
107 Shirreff, Suite 204
North Bay, Ont. P1B 7K8

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. 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.

4. Mandatory Site Visit,

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on _____ (date) at _____ (time and location).

Bidders must communicate with the Contracting Authority no later than _____ day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) 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: sixty (60) days

Insert: ninety (90) days

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 on page 1 of the bid solicitation.

3. 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 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 Ontario.

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

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies)
 Section II: Financial Bid (one hard copy)
 Section III: Certifications (one hard copy)

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 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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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. 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 certifications required under Part 5.

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

1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the Request for Proposal to enable full and complete evaluation.

1.1.1 Point Rated Evaluation Criteria

Your proposal will be evaluated and scored in accordance with the following evaluation criteria. Points will be awarded based on the degree to which the information/material you have provided demonstrates your capacity to perform and successfully carryout the requirement described in this Request for Proposal.

i) Firm's Experience and Expertise (60 points maximum/ 42 minimum.)

The Bidder should have relevant corporate experience in fulfilling similar types of service.(i.e. grass cutting). To demonstrate this experience, the bidder is to provide a synopsis of the bidder's company which indicates the length of time the company has been providing this type of service.

Definition of similar - for the purpose of evaluation similar means the extent of comparability in terms of scope, magnitude, time-frame (2 years), operating environment and business sector.

ii) Equipment (50 points maximum. / 35 minimum.)

In order to demonstrate/determine that the bidder's resources are sufficient to complete the work specified herein, the Bidder must identify all equipment, with their proposal, available to them for use in fulfilling the requirement. This should include the make, manufacturer and age of all equipment.

iii) References (40 points maximum. / 28 minimum.)

Bidder's are to provide a name, telephone number and contact person for three (3) references that can be contacted in regard to your work quality, performance and other details relevant to successful completion of the project. Comments provided by your references will be evaluated and scored as part of the rated evaluation criteria.

1.2 Financial Evaluation

The Bidder must submit its financial bid in accordance with Annex "A" - Basis of Payment.

1.2.1 Evaluation of Price

The price will be evaluated on the total requirement mathematically extended using all items and estimates stated in Annex "A", Basis of Payment.

1.2.2 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes and transportation costs included.

1.2.3 SACC Manual Clauses

A0222T (2007-11-30), Evaluation of Price

2. Basis of Selection - Minimum Point Rating

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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. 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.

1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 and over

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more

(including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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

a) () 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;

b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c) () 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), in which case a duly signed certificate of commitment is attached;

d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

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:

- (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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

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:

- (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 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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must provide the Work in accordance with the Statement of Work at Annex "B"

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 15, 2012 to October 31, 2014. inclusive

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to *one* (1) additional one (1) year period, November 1, 2014 to October 31, 2015, 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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denyse Boire

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Suite 204, 107 Shirreff Avenue

North Bay, Ontario P1B 7K8

Telephone: (705) 474-6103

Facsimile: (705) 476-0778

E-mail address: denyse.boire@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

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

Name: _____

Title: _____

Organization: _____

Address: _____

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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.

5.3 Contractor's Representative (Fill in)

Name: _____

Title: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined and in accordance with the Basis of Payment in Annex "A", to a limitation of expenditure of \$__ (*insert the amount at contract award*). Customs duties are included and Goods and Services or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

6.3 Method of Payment

SACC Manual clause H1008C (2008-05-12), Multiple Payment

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment

8. Certifications

8.1 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.

9. Applicable Laws

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

10. 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 (2011-05-16), General Conditions - Services (Medium Complexity)
- (c) Annex "B", Statement of Work;
- (d) Drawing No.L-N96-9301/17-101 dated 3 January 2012.
- (e) Annex "C", Insurance
- (f) the Contractor's bid dated _____ (*insert date of bid*)

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 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. 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.

12. SACC Manual Clauses

A9062C (2010-01-11), Canadian Government Site Regulations

ANNEX "A"**Basis of Payment**

Charges for services rendered shall be calculated in accordance with the following

A. For the period 15 April 2012 to 31 October 2013

Bidders are to quote a firm lot price per complete cut, that includes trimming of grass around tree trunks, flower beds, buildings, fending, fire hydrants, poles, sidewalks, steps, curb and gutters, parking lots, patio areas, etc., as follows:-

1. Grasscutting & Trimming:

Grass cutting and trimming for the areas as noted on Drawing No. L-N96-9301/17-101 dated 03 January 2012, (approx. 247,238 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (estimated 12 cuts/)

2. Grass cutting, removal & disposal of grass clippings:

Grass cutting, removal and disposal of grass clippings at the RV Complex (approx. 13,000 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (1 cut/season)

TOTAL ESTIMATED COST

\$ _____

B. For the period 15 April 2013 to 31 October 2014

Bidders are to quote a firm lot price per complete cut, that includes trimming of grass around tree trunks, flower beds, buildings, fending, fire hydrants, poles, sidewalks, steps, curb and gutters, parking lots, patio areas, etc., as follows:-

1. Grasscutting & Trimming:

Grass cutting and trimming for the areas as noted on Drawing No. L-N96-9301/17-101 dated 03 January 2012, (approx. 247,238 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (estimated 12 cuts/ season)

2. Grass cutting, removal & disposal of grass clippings:

Grass cutting, removal and disposal of grass clippings at the RV Complex (approx. 13,000 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (1 cut/season)

TOTAL ESTIMATED COST

\$ _____

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C. Optional Period: 15 April 1, 2015 to 31 October 2015

Bidders are to quote a firm lot price per complete cut, that includes trimming of grass around tree trunks, flowerbeds, buildings, fending, fire hydrants, poles, sidewalks, steps, curb and gutters, parking lots, patio areas, etc., as follows:-

1. Grass cutting & Trimming:-

Grass cutting and trimming for the areas as noted on Drawing No. L-N96-9301/17-101, (approx. 247,238 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (estimated 12 cuts/ season)

2. Grass cutting, removal & disposal of grass clippings:

Grass cutting, removal and disposal of grass clippings at the RV Complex (approx. 13,000 sq. m) shall be charged at a lot price of

\$ _____ per complete cut (1 cut/season approximately)

TOTAL ESTIMATED COST

\$ _____

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ANNEX "B"

SPECIFICATION GRASSCUTTING'

ANNEX "C"

1. COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,

284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

2. AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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 .
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.

Solicitation No. - N° de l'invitation

W0135-121200/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TNB-1-34130

Buyer ID - Id de l'acheteur

tnb802

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client
W0135-2012-1200

1 GENERAL - Description of Work

- .1 Works under this Service Contract: is by cutting, mow and trim grassed areas as per this specification and Site Plan, Drawing Number L-N96-9301/17-101 dated 03rd January 2012. Grass will be cut on a weekly basis for month of May and June, bi-weekly in July and August, weekly in September. The R.V. Compound is to be cut once yearly usually on the second Monday of August. This may change due to weather conditions. The Contractor shall supply qualified On Site Competent Superintendent during working hours and qualified Operators for ride on lawn-mowers and other power driven equipment and qualified Labourers; and supply all materials, tools, gas that come in certified (proper) tanks and equipment and motorized vehicles c/w trailers required to carry equipment on and off the 22 Wing Canadian Forces Base North Bay (there will be **no** storage areas allowed on Department of National Defence "DND" property) and all other aspects of the work required.
- .2 Contractor's pricing shall include providing days of work between Monday to Friday, inclusive and between the hours of 0800 hours and 1600 hour; there will be **no** overtime hours submitted.
- .3 The contractor will, during working hours, until the work has been completed, keep on site of work a Competent Superintendent who has authority to receive on behalf of the Contractor any order, direction or other communication that may be given under this Grass Cutting Service Ccontract.
- .4 The Contractor will, upon the request of the Engineer (22 Wing Construction Engineer Officer) by-way-of PWGSC (Public Works and Government Services Canada) remove any Superintendent who, in the opinion of the Engineer, is incompetent or has been so removed with another Competent Superintendent

2 References

- .1 Contractors shall abide by the following codes and applicable standards and or regulations:
 - .1 Codes:
 - .1 National Building Code of Canada (NBC) 2005 including all amendments up to tender closing date
 - .2 Canadian Electrical Code (CEC) published by CSA
 - .3 Ontario Hydro Electrical Safety Code
 - .4 Construction Safety Association of Ontario

.2 Standards & Regulations:

- .1 Contractor shall comply with all applicable Provincial and Municipal requirements; including the acquisition of all licenses and permits required to complete the work in this Standing Offer Agreement at **no** extra cost to DND and or PWGSC
- .2 American Society of Testing and Materials (ASTM).
- .3 Canadian Institute of Steel Construction (CISC).
- .4 Canadian General Standards Board(CGSB).
- .5 American National Standards Institute (ANSI).
- .6 Underwriters' Laboratories of Canada (ULC).
- .7 Uniform Traffic Control Devices for Canada (UTCD).
- .8 Canadian Standard Association(CSA).
- .9 Workplace Hazardous Material Information System (WHMIS).
- .10 Occupational Healths and Safety Act Ontario Regulation 654/85

3 Documents Required

- .1 Maintain at job site, one copy each of the following:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Amendments and or Addendums
 - .4 Other modifications to Contract.
 - .5 Field Test Reports.
 - .6 Copy of Approved Work Schedule.
 - .7 Manufacturer's Installation and Application Instructions.
 - .8 All required Permits (ie. Digging, Hot Work permit, etc..)

4. Contractor's Use of Site

- .1 Use of site is limited to areas for work.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Move equipment, which interfere with DND's operations and or other Contractors.
- .4 Movement around DND's property shall be subject to 22 Wing Canadian Forces Base North Bay Military Police and as directed by DND's Contract Inspector.

5. Work Schedule

- .1 Prior to work commencement, the Contractor shall arrange for an on site meeting with the DND's Contract Inspector, to schedule starting dates, work schedules and procedures.
- .2 When schedule has been approved by the DND's Contract Inspector, the Contractor shall take the necessary steps to complete the work within the schedule time and dates, etc..
- .3 Interim reviews of work progress based on work schedule will be conducted, decide by DND's Contract Inspector and schedule updated by Contractor.
- .4 Contractor shall not change schedule without the DND's Contract Inspector approval.

6. Protection

- .1 Prevent damage to buildings, landscaping, curbs, gutters, sidewalks, roads, parking-lots, trees, flowers, fences, fire hydrants, water valves, pipes, signs, adjacent property, etc... and if Contractor does do any damage, the Contractor shall repair and replace the damaged area at the Contractor's cost and **no** cost to DND and or PWGSC

7. Project Meeting

- .1 DND and or PWGSC shall hold meetings and or the Contractor shall hold meeting at no cost to DND and or PWGSC.
- .2 Contractor shall notify all parties, if they want to hold a meeting(s).

8. Setting Out Of Work by Contractor

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lie out and construct work; including warning signs, etc..
- .3 Supply such devices as straight edges and templates require facilitating Engineer's inspection of work.
- .4 Supply stakes and other survey markers required for laying out work.

9. Job Supervision

- .1 A Competent Superintendent shall be designated by the contractor and paid by the hour; and shall be present on the job site at all times during working hours to liaison with the DND's Contract Inspector.

10. Workmanship

- .1 Workmanship shall be uniformly high quality and in strict accordance with very best standard practice. Mediocre or inferior workmanship shall be replaced by work of the first class quality and at **no** cost to DND and or PWGSC when so ordered by the Wing Construction Engineer Officer's Contract Inspector.

11 Guarantees and Warranty

- .1 Without restricting any warranty or guarantee implied or stipulated by law, the contractor will be at his own expense, rectify and make good any defect or fault attributed to material and/or workmanship for a period of one year from final date of Contractor's final invoice to DND.

12. Additional Drawings

- .1 DND may furnish additional Site Plan, Drawing Number L-N96-9301/17-101 dated 03 January 2012 for clarification. The additional drawing(s) have same meaning and intent, as if, they were included with plans referred to in Service Contract documents. Site plan of cutting area will be distributed at mandatory site visit.

13. Building Smoking Environment

- .1 Contractor shall comply with all Smoking Restrictions.

14. Construction Equipment

- .1 Contractor shall make it essential that all power tools, internal combustion engines and equipment, used for work of this Contract be equipped with suppressor to positively eliminate interference with base radio, radar and telecommunication equipment.
- .2 Any equipment not so equipped will be removed at DND's request.

15. Environmental

- .1 Protect trees and plants on site and adjacent Protection properties where indicated.
- .2 Minimize stripping of topsoil and vegetation.
- .3 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

- .4 Design and construct temporary crossings to minimize erosion to waterways.

16 Disposal of Waste

- .1 Do not bury grass cutting and or grass trimming and or rubbish and or waste materials on DND's property.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oils or paint thinner into waterways, storm or sanitary sewers and or ditches and or DND's property.
- .3 Do not dump excavated fill, waste material or debris in waterways.
- .4 All waste materials to be properly disposed off-site from DND's property.

17. Materials

- .1 Use new materials and certified mechanical fit equipment.
- .2 Manufacturer's Instructions:
.1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
.2 Notify Engineer in writing of any conflict between these specifications and manufacturer's instructions. Engineer will designate which document is to be followed?

18. Acceptability of Materials

- .1 Requests for "acceptance" of materials in addition to those presently established as "acceptable" by Contract documents shall be submitted in writing to:
Wing Construction Engineering Officer
9 Manston Crescent
Canadian Forces Base North Bay,
Hornell Heights, Ontario POH 1PO

19. Construction Safety

- .1 Contractor shall Observe and enforce construction safety measures required by the National Building Code of Canada 2005 and the Provincial Government Codes. Worker's Compensation Board and Municipal Statutes and Authorities.
- .2 Contractor shall in the event of conflict between any of the authorities; the most stringent provision will apply.
- .3 In accordance with the Workplace Hazardous Materials Information System (WHMIS), the Contractor shall inform the DND's Contract Inspector, of any known hazard associated with the work or products being used.

- .4 Contractor shall observe and enforce safety measures required by Construction Safety Association of Ontario's Construction Health & Safety Manual ISBN0-919465-54-4 New Edition 2003 Second Printing February 2004
- .5 If the Contractor creates a Hazard of any kind, the Contractor shall mark the Hazard area(s) with warning signs and barriers at **no** cost to DND and or PWGSC and the Contractor has the responsibility to notified the proper authority of the safety hazard(s) and the Contractor has the responsibility to clean up the safety hazard(s) at **no** cost to DND and or PWGSC
- .6 Contractor shall supply all safety protective devices to their employees, at **no** cost to DND and or PWGSC for example: safety hard hats, safety boots, clothing, safety glasses, safety ear plugs and work gloves, etc..
- .7 All protective devices, shall be in good order until completion of the work under this Standing Offer Agreement.
- .8 Contractor shall at no time leave equipment running (operating) while unattended.
- .9 Contractor shall not leave any debris and or grass trimming on roadway, walkway, etc..

20. Fire Safety

- .1 Comply with requirements of Fire Orders and Precautions for Civilian Contractors as issued by the 22 Wing's Fire Chief.
- .2 Contractor shall advise 22 Wing's Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, erecting of barricades and the digging of trenches.
- .3 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in on-restricted areas.
- .4 Rubbish and waste materials are to be kept too a minimum.
- .5 The 22 Wing's Fire Chief is to be advised, and a "Hot Work" Permit issued in all cases involving welding and or burning and or soldering and or the use of blow torches and or salamanders, in or near DND's buildings or on DND's property. Special precautions are necessary by the Contractor(s) to prevent and or to safeguard life and property from damage by fire or explosives.
- .6 Contractor shall supply their fire extinguisher(s) for standby on site approved Hot Work permit area(s) of work.
- .7 The burning of rubbish is prohibited on DND property.
- .8 Removal:
 - .1 All rubbish shall be removed from work site and off of Department of National Defence's properties at the end of the workday and or at the end of shift work.

22 **Cleaning**

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

- .2 Maintain the work site free from accumulations of waste material and debris:
 - .1 Clean up at the end of each day.

- .3 Contractor shall supply at their cost all on-site containers for dispose of waste material(s) and or debris off DND's property.

- .4 Prevent accumulation of waste and debris which create hazardous conditions.

- .5 Broom clean paved surfaces; rake clean other surfaces of grounds.

- .6 On completion of project clean sight-exposed areas and concealed spaces.
 - 1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

<mailto:RCNcontratscanada.NCRcontractscanada@tpsgc-pwgsc.gc.ca>