

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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**

<b>Title - Sujet</b> Grass Cutting	
<b>Solicitation No. - N° de l'invitation</b> W0113-130024/A	<b>Date</b> 2013-06-11
<b>Client Reference No. - N° de référence du client</b> W0113-130024	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-018-6287	
<b>File No. - N° de dossier</b> TOR-3-36025 (018)	<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 2013-07-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<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> Dhillon, Ambreen	<b>Buyer Id - Id de l'acheteur</b> tor018
<b>Telephone No. - N° de téléphone</b> (905) 615-2466 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden 16 Ramillies Rd - Bldg P-154 Borden Ontario L0M1C0 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Grass Cutting	W0113	W0113	1	Each	\$	\$		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Statement of Work**

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

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **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 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 (2013-06-01) 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. Former Public Servant**

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 Applicable Taxes.

#### 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

#### 5. 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.

#### 6. 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 Tuesday June 25 at 10:30 am at CFB Borden, 16 Ramilies Road, Borden ON (Bldg P-154). Bidders must communicate with the Contracting Authority no later than 2 days 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 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 ( 2 hard copies)

Section II: Financial Bid ( 1hard copies)

Section III: Certifications (1 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.

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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 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. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

### **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**

##### **1.1.1 Mandatory Technical Criteria**

A) Attend the Mandatory Site Visit

B) Corporate Information

The bidder must have a minimum of 5 years Corporate experience in providing grass Cutting and Grounds maintenance Services. To demonstrate this experience the bidder must provide a detailed summary (1 page maximum), which includes: history and background, organizational structure, legal

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name and signing officers of their organization as well as the province in which they are incorporated, if they are incorporated with their bid at the time of bid closing.

### C) Corporate Experience

The Bidder should have relevant corporate experience in fulfilling similar type of Contracts. In order to demonstrate its acquired experience, the bidder must provide details of three (3) contracts performed that were similar\* in scope, and size, related to Grass Cutting and grounds Maintenance Services with their bid at the time of bid closing. Details must include, the period of the contract, a brief work description, the period of the contract, estimated value and name of client.

Note to Bidders: Listing experience without providing any supporting data to describe where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.

Note to Bidders: "Similar" – for purpose of evaluation, means the extent of comparability in terms of scope, magnitude, operating environment and business sector.

## 1.2 Financial Evaluation

- a) Bidders must submit their financial bid in Canadian funds in accordance with Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- b) The evaluated price for each will be calculated as follows by adding the total cost of the Scheduled Maintenance for the firm requirement and option periods.

## 2. Basis of Selection

- 2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared 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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation 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 and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

## 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 Federal Contractors Program - Certification

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:

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

### 2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

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beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### **2.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A and B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

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

#### **3.1 General Conditions**

2010C (2013-04-25) 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 date of Contract to November 15, 2017.

**4.2 Delivery Date**

**4.2.1 Firm Requirement**

Grass Cutting Services must be provided from date of Contract to November 15, 2013.

**4.2.2 Optional Requirement**

Grass Cutting Services must be provided during the specified period as detailed at Annex B- Basis of Payment.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ambreen Dhillon  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region  
33 City Centre Drive, Mississauga ON L5B 2N5

Telephone: 905-615-2466  
Facsimile: 905-615-2060  
ambreen.dhillon@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.

**5.2 Project Authority**

(to be completed at Contract 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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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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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TOR-3-36025

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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**

(to be completed at Contract award)

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **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.

### **7. Payment**

#### **7.1 Basis of Payment**

For the Work described in the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm lot prices for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

#### **7.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written

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approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

when it is 75 percent committed, or  
four (4) months before the contract expiry date, or  
as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

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

## **8. Invoicing Instructions**

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

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **10. Applicable Laws**

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

## **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;
- (c) the general conditions 2010C 2013-04-25) Services (Medium Complexity)

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- (d) Annex A, Statement of Work  
(e) Annex B, Basis of Payment  
(f) the Contractor's bid dated \_\_\_\_\_ (*insert at the time of contract award*)

## 12. Insurance Requirements

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

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.

## 13. Canadian Forces Site Regulation

SACC *Manual* clause A9062C (2012-07-16) Canadian Forces Site Regulation

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## ANNEX A

### STATEMENT OF WORK

#### GRASS CUTTING GROUNDS MAINTENANCE

##### 1.0- GENERAL

##### 1.1 Purpose

Works under this contract covers grass cutting grounds maintenance for Department of National Defence (DND), CFB Borden, Borden, ON. The contractor is responsible for the following areas through out Base Borden, Main Base area approximately 135 ha, CFAD approximately 113 ha, Blackdown approximately 35 ha and ESTA approximately 12 ha.

##### 1.2 Contractor's Responsibilities

1. The Contractor must provide all supervision, labour, equipment, transportation and any incidentals necessary for grass cutting and ground maintenance services, including loading, hauling and dumping of garbage, and debris from areas of responsibility under this contract.

2. The Contractor is also required to maintain all relevant provincial licenses and provide proof of licensing prior to contract award including, but not limited to vehicles and equipment.

##### 1.3 Safety, Security and Protection of Property

The Contractor undertakes and agrees to comply with all Base and Security Regulations that are in effect at CFB Borden, Borden, ON which relate to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire. The Contractor is responsible for observing and enforcing safety in accordance with all Provincial Labour Laws/Regulations in effect for the Contractor and their personnel.

##### 1.4 Materials

The CFB Borden, Project Authority (PA) reserves the right to refuse and/or reject materials or equipment brought on site that do not comply with any Federal Government Act or regulations, and/or CFB Borden standard operating procedures and regulations.

##### 1.5 Supervision

1. Supervision, Liaison, Communication and Personnel - The Contractor must supervise or provide a site supervisor as their representative in fully supervising the performance of contracted personnel and the services provided for in the contract or as otherwise directed by the PA.

2. The Contractor must provide the CFB Borden PA with an office telephone number and a cellular phone number, at Contractor's expense, to allow communication between the PA or representative thereof and the Contractor or Contractor's site supervisor on a daily basis. The Contractor's office telephone and cellular phone shall be equipped with a voice message answering service, at Contractor's expense. This is to allow the PA or representative thereof to leave messages for the Contractor or Contractor's site supervisor as required.

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## 1.6 Site Access

1. CFB Borden is located on County Road 90, 23 km west of Barrie, Ontario.
2. Upon entering the Base, the Contractor has voluntarily consented to a search of his vehicle and its contents while on any part of CFB Borden and said military establishments, by the Base Commander or official designated.
3. The Contractor will report to the CFB Borden PA anytime personnel are on site for grass cutting activities. During regular hours (Mon. - Friday 7:30 a.m. To 16:00), the Contractor must also notify the PA if personnel are not to be on site at 705-424-1200 ext. 2059.

## 1.7 Smoking

Smoking is strictly prohibited within Federal Government buildings. Smoking is permitted within the CFB Borden only at designated smoking areas having waste butt-containers.

## 1.8 Unsuitable Workers

The Contractor must, upon the verbal request of the PA or representative thereof, must immediately remove from the site any person employed by the Contractor who, in the opinion of the PA or representative thereof, is unqualified, incompetent or has conducted themselves improperly in any manner, noting that DND has a zero tolerance harassment policy. The Contractor must not permit any unsuitable person who has been removed to return to any DND work site.

## 1.9 Workmanship

Workmanship must be of a uniformly high quality and in accordance with standard practice of grounds maintenance services for industrial, commercial facilities. The Contractor must provide experienced labour, skilled, qualified and where required, certified in this field of work.

## 1.10 WHMIS

1. The Contractor must comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to DND and Health Canada.
2. The Contractor must provide the PA or representative thereof with copies of MSDSs for all hazardous materials brought onto the site by the Contractor.

## 1.11 Environment

1. The Contractor must report immediately to the PA, all potentially hazardous materials disturbed during routine maintenance, or accidental spills made of any potentially hazardous materials.
2. In case of a spill and/or accident involving a hazardous material, examples being Fuel, hydraulic fluid, glycol etc. The PA is to be contacted at 705-424-1200 ext. 2059 immediately. If so directed by the PA, the Contractor must clean affected area(s) until all affected areas are corrected. All costs associated in an environmental clean are the sole responsibility of the Contractor.
3. In accordance with the Canadian Environmental Protection Act, and DND, Borden Environmental Management System procedures, the Contractor must use to the fullest extent possible, environmentally-safe, nontoxic and nonhazardous products and materials.

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## 2.0 GRASS CUTTING AND GROUNDS MAINTENANCE

### 2.1 Scope of Work

1. Work under this contract covers grass cutting and grounds maintenance within and around CFB Borden, Borden Ontario site property limits, as identified on the site plans provided during mandatory site visit. The estimated area is 295 ha.
2. The Contractor must cut all grass on all priority areas in the order shown on drawings L-B147-9301/145-101 and L-B147-9301/145-102. Drawings to be handed out at the mandatory site visit.
3. The Contractor must remove garbage branches and debris in areas of responsibility during cutting cycle and dispose of in appropriate location as designated by PA.
4. Under no circumstances will garbage, branches or any debris be pushed, or piled against fences, buildings or in wooded areas.

### 2.2 Working Hours

Grass cutting and property maintenance services must be conducted between 07:00 and 17:00 hrs Monday to Friday and on weekends with permission from CFB Borden PA.

### 2.3 Storage of Equipment

Storage of equipment and materials is the sole responsibility of the Contractor. Indoor storage of equipment and materials on CFB Borden property is currently prohibited. Outdoor storage space on CFB Borden property is available at the sole discretion of the PA or representative thereof, but liability for said equipment is still solely the responsibility of the Contractor

### 2.4 Protection

1. Contractor must take precautions to prevent any damage to CFB Borden property and equipment during grass cutting and property maintenance operations and is responsible to repair any damage caused throughout the course of the work in this contract. A damage report must be completed by the Contractor for each incident of damages.
2. In event of an accident with a Contractor's vehicles or equipment while on CFB Borden property, the PA and the Military police shall be notified immediately.
5. Any damages to CFB Borden property caused by the Contractor to be repaired at no cost to DND. Repairs to be completed in a timely manner within the contract year or as soon as weather permits.

## 3.0 EQUIPMENT AND MATERIALS

### 3.1 Equipment

1. The Contractor must supply all grass cutting equipment with operators.
2. The Contractor must ensure equipment is sufficient in size to complete work as specified. All tractors must be equipped with turf tires.
3. All grass cutting machines and equipment must be equipped with safety equipment including lights and signal flashers of a type required by Provincial regulation.

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4. All grass cutting machines and equipment must be in first class mechanical working condition and of sufficient quantity to carry out work as specified within the contract.

### 3.2 Equipment Breakdown

1. The Contractor will not receive remuneration for time lost due to the breakdown of its vehicles or equipment.

2. The Contractor must immediately inform the PA or representative thereof of any such breakdowns and an estimate of delay in providing necessary services. It is the responsibility of the Contractor to secure, at their own expense, alternative equipment (e.g., through a sub-contract) in order to complete the services without unreasonable delay.

## 4.0 EXECUTION

### 4.1 Grass Cutting

1. The Contractor must cut grass to the height of 6 to 8cm. Mower height adjustment to be made on site prior to cutting. Grass cutting is to take place as per drawings and priority specified.

2. The Contractor must provide lighter equipment when the PA or representative determines that the ground is too soft to support equipment on hand.

3. Clippings may be left on the mowed areas providing a heavy amount does not occur that would smother or kill the grass. Where smother or kill occurs, clippings must be removed to the satisfaction of the PA.

4. Persons operating grass cutting equipment must avoid cutting paper, cans, and other debris which may be on grassed areas. All garbage and debris is to be picked up prior to cutting and placed in garbage bags and disposed of.

5. All grass areas must be trimmed (whipper Snipped), where applicable, up to posts, buildings, hydrants, fence lines, poles, guys, roads, walks and other projects above ground level, so as to present a clean neat appearance. Care is to be taken when trimming trees as to not touch bark. Trimming to be carried out simultaneously with grass mowing. Trim grass to same height as mowed grass in applicable areas.

6. The Contractor must repair any damages to buildings, structures including grass areas damaged from equipment or operators at its own cost.

## 5.0 AUTHORIZATION OF WORK

The Contractor, on receipt of the acceptance of this Contract will be advised by the PA of the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the contractors risk with regards to payment.

**ANNEX B****BASIS OF PAYMENT**

Firm Requirement Year 1- Date of Award to 15 November 2013

1. Scheduled Maintenance - Bidder's are to quote firm lot prices per cut in accordance with the area/priority(PRI) and scheduling as specified in the applicable drawing as follows:

1.1 Main Base Area - As per Drawing L-B147-9301/145-101

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

1.2 CFAD - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

1.3 Blackdown Park Main Base Area - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 6	1	

1.4 Emergency Services Training Area (ESTA) - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 3	6	

## Optional Requirement- Year 2:

1. Scheduled Maintenance - Bidder's are to quote firm lot prices per cut in accordance with the area/priority(PRI) and scheduling as specified in the applicable drawing as follows:

## 1.1 Main Base Area - As per Drawing L-B147-9301/145-101

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.2 CFAD - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.3 Blackdown Park Main Base Area - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 6	1	

## 1.4 Emergency Services Training Area (ESTA) - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 3	6	

## Optional Requirement- Year 3:

1. Scheduled Maintenance - Bidder's are to quote firm lot prices per cut in accordance with the area/priority(PRI) and scheduling as specified in the applicable drawing as follows:

## 1.1 Main Base Area - As per Drawing L-B147-9301/145-101

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.2 CFAD - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.3 Blackdown Park Main Base Area - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 6	1	

## 1.4 Emergency Services Training Area (ESTA) - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 3	6	

## Optional Requirement Year 4:

1. Scheduled Maintenance - Bidder's are to quote firm lot prices per cut in accordance with the area/priority(PRI) and scheduling as specified in the applicable drawing as follows:

## 1.1 Main Base Area - As per Drawing L-B147-9301/145-101

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.2 CFAD - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.3 Blackdown Park Main Base Area - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 6	1	

## 1.4 Emergency Services Training Area (ESTA) - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 3	6	

## Optional Requirement Year 5:

1. Scheduled Maintenance - Bidder's are to quote firm lot prices per cut in accordance with the area/priority(PRI) and scheduling as specified in the applicable drawing as follows:

## 1.1 Main Base Area - As per Drawing L-B147-9301/145-101

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.2 CFAD - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 3	6	
4/ PRI 4	2	

## 1.3 Blackdown Park Main Base Area - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 1	22	
2/ PRI 2	11	
3/ PRI 6	1	

## 1.4 Emergency Services Training Area (ESTA) - As per Drawing L-B147-9301/145-102

Area/PRI	Estimated # of Cuts	Lot Price per Cut
1/ PRI 3	6	

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## ANNEX C

### INSURANCE REQUIREMENTS

#### 1.0 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(o) 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

## **2.0 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.