

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

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet St. Eleanors, Grass Cutting & Lands	
Solicitation No. - N° de l'invitation W0105-14E017/A	Date 2013-11-05
Client Reference No. - N° de référence du client W0105-14E017	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3324
File No. - N° de dossier PWB-3-36077 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-17	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506) 636-4541 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Grass Cutting & Landscape Maintenance DND Site St. Eleanors P.E.I. Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**GRASS CUTTING AND LANDSCAPE MAINTENANCE
DND SITE, ST. ELEANORS, PRINCE EDWARD ISLAND**

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PART 1 - GENERAL INFORMATION**1. Requirement**

The Department of National Defence (DND) has a requirement for the furnishing of all labour, material, tools and equipment required to provide grass cutting services and landscape maintenance at the DND Site, St. Eleanors, Prince Edward Island. The Service Contract is required for the period from April 1, 2014 to March 31, 2015 with an option to extend for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

This agreement is subject to the provisions of the Agreement on Internal Trade (AIT), NAFTA, as well as the Canada-Peru, Canada-Columbia and Canada-Panama Free Trade Agreements.

2. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses (by reference)

A0220T - Evaluation of Price (2013-04-25)

2. Submission of Bids

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. Late tenders will be returned unopened.

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

NOTE: FACSIMILE BIDS

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

Bid Receiving
Public Works and Government Services Canada
Room 421
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Saint John, New Brunswick
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NOTE: THIS IS NOT A PUBLIC OPENING

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Insurance Requirements

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

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

6. Workers Compensation Certification - Letter of Good Standing

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

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

It is required that the bids follow the response format/instructions as detailed below:

Section I: Technical Bid

No Technical Bid required as part of this requirement.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certification required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures and Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of

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

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to

meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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 adjustment program.

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Requirement

The Department of National Defence (DND) has a requirement for the furnishing of all labour, material, tools and equipment required to provide grass cutting services and landscape maintenance at the DND Site, St. Eleanors, Prince Edward Island. The Service Contract is required for the period from April 1, 2014 to March 31, 2015 with an option to extend for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

2. Standard Clauses and Conditions

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

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

2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The work is to be performed from April 1, 2014 to March 31, 2015.

3.2 Option to Extend the Contract

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

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

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gisèle Doucet
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 636-4541
Facsimile: (506) 636-4376
E-mail address: gisele.doucet@pwgsc.gc.ca

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

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

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone :
Facsimile:
E-mail address:

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

4.3 Contractor's Representative

Name:
Title:
Organization:
Address:
Telephone:
Fax:
E-mail:

5. Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2013-06-27), General Conditions - Services (Medium Complexity).

5.1 Monthly Payment

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

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2013-06-27), General Conditions - Services (Medium Complexity).

7. Certifications

- 7.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

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

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2013-06-27);
- (c) Specification (Annex "E") and annexes;
- (d) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (e) the Contractor's bid dated _____

10. SACC Manual Clauses

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

11. Insurance Requirements

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

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

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

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ANNEX "A"

EVALUATION CRITERIA AND BASIS OF SELECTION

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

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

1. Mandatory Criteria

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days of request from contracting authority and prior to award of Service Contract, the bidder shall be required to provide proof of Commercial General Liability Insurance in the amount of \$2,000,000.00 in accordance with Section 00 21 13, Paragraph 1.6 of the Specification located at Annex "E"
5. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof that they are an established Lawn Maintenance Company with a minimum of three (3) years experience in grass cutting and lawn maintenance, in accordance with Section 00 21 13, Paragraph 1.4.1 of the Specification located in Annex "E".

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

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

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ANNEX "B"

BASIS OF PAYMENT

ANNEX "B"
BASIS OF PAYMENT

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

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

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

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

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE PERIOD FROM APRIL 1, 2014 TO MARCH 31, 2015.

Item	Class of Service	Unit of Measure	Estimated Quantity	A		B		C	
				Term	Option Year	Option Year	Option Year	Price per Unit	Price per Unit
				April 1, 2014 to March 31, 2015	April 1, 2015, to March 31, 2016	April 1, 2016, to March 31, 2017			
1.	Price per month for Grass Cutting Services on all areas at the DND Site as shown in Annex A of the Specification for the months of May to September.	Per Month	5						
2.	Unit price to Cut and Trim Grass at the DND Site as shown in Annex A of the Specification as and when requested by the Engineer	Per Cut	6						
3.	Rate per hour for landscaping maintenance services at the DND Site as and when requested by the Engineer.	Per Hour	40						
4.	Rate per hour for a two (2)	Per Hour	40						

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Meter Rotary Field Mower
with operator at the DND Site
as and when requested by the
Engineer.

5.	All materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$5,000.00. The Contractor is to submit a percent of mark-up for tendering purposes. (Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed.)	Allowance	\$5,000.00	Mark-up _____%	Mark-up _____%	Mark-up _____%
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TOTAL FOR FIRST TERM AND OPTION YEARS	\$ _____	A	\$ _____	B	\$ _____	C
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GRAND TOTAL FOR FIRST TERM AND OPTION YEARS	\$ _____	A, B AND C
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PWB-2-35142

Buyer ID - Id de l'acheteur

pwb020

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ANNEX "C"

INSURANCE REQUIREMENTS

ANNEX "C"

INSURANCE REQUIREMENTS

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

Solicitation No. - N° de l'invitation

W0105-13E050/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

W0105-13E050

File No. - N° du dossier

PWB-2-35142

CCC No./N° CCC - FMS No/ N° VME

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

NOTE TO BIDDERS
WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTER

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Solicitation No. - N° de l'invitation

W0105-13E050/A

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

W0105-13E050

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-2-35142

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

ANNEX "E"

SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE
5 ENGINEER SERVICES SQUADRON
5 ENGINEER SERVICES UNIT
CFB GAGETOWN**

SPECIFICATION

**SERVICE CONTRACT
GRASS CUTTING AND LANDSCAPE MAINTENANCE
DND SITE, ST. ELEANORS, PE
01 APRIL 2014 TO 31 MARCH 2015
WITH AN OPTION TO RENEW
TWO - ONE YEAR PERIODS**

Wayne J O'Keefe
Designed by

[Signature]
Fire Inspector

Wayne J O'Keefe
Project O

[Signature]
Engineering O

PF No:

Job No: L-C135-9301/41

Date: 2013-06-05

National Defence	Index	Section 00000
Job No. L-C135-9301/41		Page 1
CFB Gagetown, N.B.		2013-06-05

<u>Section</u>	<u>Title</u>	<u>Pages</u>
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Division 00 - Procurement and Contracting Requirements

00 21 13	Instructions to Bidders	7
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Division 01 - General Requirements

01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1

List of Annexes

Annex A	DND Site St Eleanors Site Plan	1
Annex B	DND Site St Eleanors Site Survey	1

PART 1 - GENERAL

- 1.1 Description of Work
- .1 The work covered under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to provide grass cutting services and landscape maintenance at the DND Site, St Eleanors, PE when requested and as specified herein.
 - .2 The St Eleanors property is located at Slemon Park, PE.
- 1.2 Duration of Contract
- .1 This Service Contract will extend from 01 April 2014 to 31 March 2015, with two, one-year options to renew.
- 1.3 References
- .1 Canada Labour Code Part II.
 - .2 The Prince Edward Island Occupational Health and Safety Act, R.S.P.E.I 1988.
 - .3 The Canadian Electrical Code, CSA C22.1-12.
- 1.4 Qualifications
- .1 The Contractor will be an established Lawn Maintenance Company with a minimum of (3) three years experience in grass cutting and lawn maintenance. Proof of such must be provided to PWGSC prior to award of this Service Contract.
 - .2 All equipment and trimmer operators must be trained in the proper operation of the Contractors grass cutting machinery and equipment.
 - .3 All employees must be trained in proper fueling methods, spill control and mandatory use of personal protective equipment.
- 1.5 Engineer
- .1 The Engineer as defined and stated in this specification will be the Commanding Officer 5 Engineer Services Unit or a designated representative. The address of the Engineer is:
-

- 1.5 Engineer .1 (Cont'd)
Contracts Office
5 Engineer Services Unit
Building B18
CFB/ASU Gagetown
PO BOX 17000 Station Forces
Oromocto, NB
E2V 4J5

Tel.(506) 422-2677
Fax (506) 422-1248
- 1.6 Liability Insurance .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to PWGSC before the award of this Service Contract.
- 1.7 Documents Required .1 Maintain at the job site one copy each of the following:
.1 Specifications;
.2 Addenda; and
.3 Log of fuel and equipment.
- 1.8 Contractor's use of Site .1 Work site access will be as directed by the Engineer.
.2 Movement around the site is subject to restrictions laid down by the Engineer.
.3 Do not unreasonably encumber the site with materials or equipment.
- 1.9 Power and Water .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
.2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, CSA C22.1-12.
.3 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for
-

1.9 Power and Water .3 (Cont'd)
(Cont'd) damage or delay caused by such withdrawal of temporary services.

1.10 Codes and Standards .1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II and the Prince Edward Island Occupational Health and Safety Act.

.2 Contractor must be registered with the Workers Compensation Board of Prince Edward Island. Proof of such must be provided to PWGSC prior to award of Service Contract.

.3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.

.4 The Contractor will take all necessary precautions to protect and prevent damage to all vehicles, trees, structures, surrounding property and installations. Damage to property and installations caused by the Contractor will be repaired without delay to the satisfaction of the Engineer. Damage to any vehicles will be the Contractors responsibility.

.5 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.11 Temporary Structures .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.

.2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

1.12 Clean Up .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

1.13 Scope of Work .1 The Grass Cutting Services will include:

- .1 mowing to 75mm;
- .2 trimming to 75mm; and
- .3 clean up of all areas shown inside the gray shaded boundary area as shown on Annex A.

.2 The Contractor will be responsible to:

- .1 cut grass at bi-weekly intervals between mid May and the end of September within the gray shaded boundary area as shown on Annex A; and
- .2 trim grass and weeds growing around the base off all fences (both sides), poles, signs and any physical obstruction within the gray shaded boundary area as shown on Annex A.

.3 Trimming/grass cutting is to be completed within 8 hours of each other.

.4 Remove and dispose of any debris on the grass before cutting or trimming.

.5 The Contractor is to ensure that grass clippings are not directed onto roadways or sidewalks.

.6 Ditch bottoms and slopes are included in the Service Contract and must be cut to 75mm.

.7 Regardless of existing ground conditions, all areas shown on Annex A are to be mowed and trimmed. Where areas are inaccessible to operator mounted equipment, hand mowers, trimmers, or other equipment will be used to produce a satisfactory end result. The Contractor's equipment must be capable of traversing rough or uneven terrain that exist within the area to be cut.

.8 The Grass Cutting/Landscape Maintenance Service will be performed to the complete satisfaction of the Engineer.

1.14 Equipment

- .1 The Contractor must have sufficient personnel and equipment to be able to cut all areas listed in Annex A within (2) two calendar days.
- .2 Contractors will present with their Tender, a list of all equipment that they propose to use for the Grass Cutting Service. The equipment list is to include the manufacturer's name, model, and capacity.
- .3 Mowers will be calibrated and capable of being adjusted on site to give mowing heights required by these specifications. All guards and protective devices on all equipment shall be properly maintained and utilized according to manufacture's design at all times. Mowers that cause scalping or turf damage will not be used.
- .4 Prior to award of this Service Contract, the Contractor will make arrangements with the engineer for inspection of his equipment. If the equipment does not meet the approval of the Engineer the Contractor will replace the equipment to the satisfaction of the Engineer before award of this Service Contract.
- .5 All grass cutting equipment will be maintained in first class condition at all times throughout this Service Contract. The equipment will be inspected frequently and must be maintained to the satisfaction of the Engineer.
- .6 The Contractor is to maintain a record of all fuel consumed in specific makes and models of equipment. The type of fuel used (gas, diesel, mixed gas etc.) to be indicated along with horsepower of equipment.

1.15 Quantities and Basis of Payment

- .1 The work performed under this Service Contract be paid for on a unit price and hourly rate basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit unit prices, hourly rates and a material mark up percentage for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment,

- 1.15 Quantities and .2 (Cont'd)
Basis of Payment
(Cont'd)
- transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.
- .1 Price per month for Grass Cutting Services on all areas at the DND Site, St Eleanors as shown in Annex A for the months of May to September. **Estimated Quantities: (Five)**
- .2 Unit price to Cut and Trim Grass at the DND Site, St Eleanors as shown in Annex A as and when requested by the Engineer. **Estimated Quantity: (6)**
- .3 Hourly rate for landscaping maintenance services at the DND Site, St Eleanors as and when requested by the Engineer. **Estimated Quantity: (40 Hours)**
- .4 Hourly rate for a two (2) meter Rotary Field Mower with operator at the DND Site, St Eleanors as and when requested by the Engineer. **Estimated Quantity: (40 Hours)**
- .3 All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material. **Estimated Quantity: Five Thousand Dollars (\$5000.00)**
- .4 The quantities described in Para 1.15.2.2, 1.15.2.3, 1.15.2.4, and 1.15.3 may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .5 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Service Contract.
- .6 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive.
- .7 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.

1.15 Quantities and .8
Basis of Payment
(Cont'd)

The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.

- .9 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours. When extra service is required, the authorized person will notify the Contractor and detail the job to be performed.
- .10 The Contractor will report to the Engineer or authorized person prior to starting work and upon completion of work on a daily basis to sign in and out.
- .11 The Contractor will submit one invoice monthly covering all charges. The invoice will identify the type of service provided, location and the hourly rate. In addition, the invoice shall reference the Contract, work order and requisition numbers. Any invoices for extra work must itemize technicians' names, dates and hours worked, materials used (if any) complete with copies of the contractor's invoices verifying correct mark-up on materials.

1.16 Security
Clearance

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, operators and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.
- .3 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

PART 1 - GENERAL

- 1.1 References
- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
 - .2 Province of Prince Edward Island Occupational Health and Safety Act, R.S.P.E.I 1988.
 - .3 National Building Code of Canada, 2010.
- 1.2 Regulatory Requirements
- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the Prince Edward Island Occupational Health and Safety Act and Workers Compensation Board of Prince Edward Island provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- 1.3 Responsibility
- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
 - .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
 - .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
 - .4 CFB Gagetown Construction Engineering Branch employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these
-

- 1.3 Responsibility .4
(Cont'd)
- (Cont'd)
- locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.
- 1.4 Unforeseen Hazards
- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of Prince Edward Island. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.
- 1.5 Correction of Non-Compliance
- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.
- 1.6 Work Stoppage
- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.
-

PART 1 - GENERAL

- 1.1 Reporting Fires .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
- .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.2 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:
- .1 obstructed;
- .2 shut-off; and
- .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- 1.3 Fire Extinguishers .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.
- 1.4 Blockage of Roadways .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.
- 1.5 Smoking Precautions .1 Observe smoking regulations at all times.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
-

- 1.6 Rubbish and Waste Materials
(Cont'd)
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
 - .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

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

- 1.8 Hazardous Substances
- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
-

1.8 Hazardous
Substances
(Cont'd)

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

1.9 Questions
and/or
Clarification

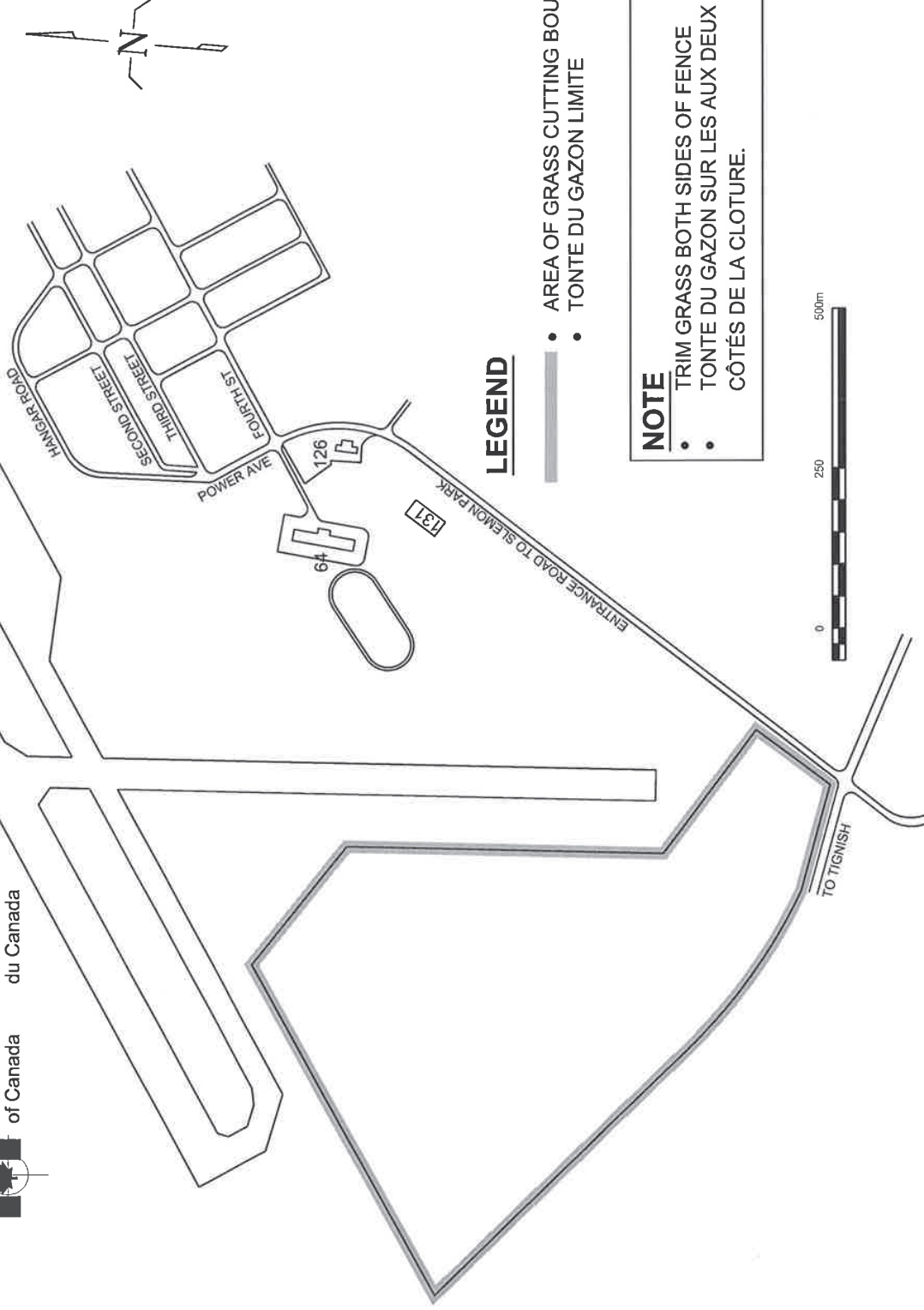
- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 Fire
Inspection

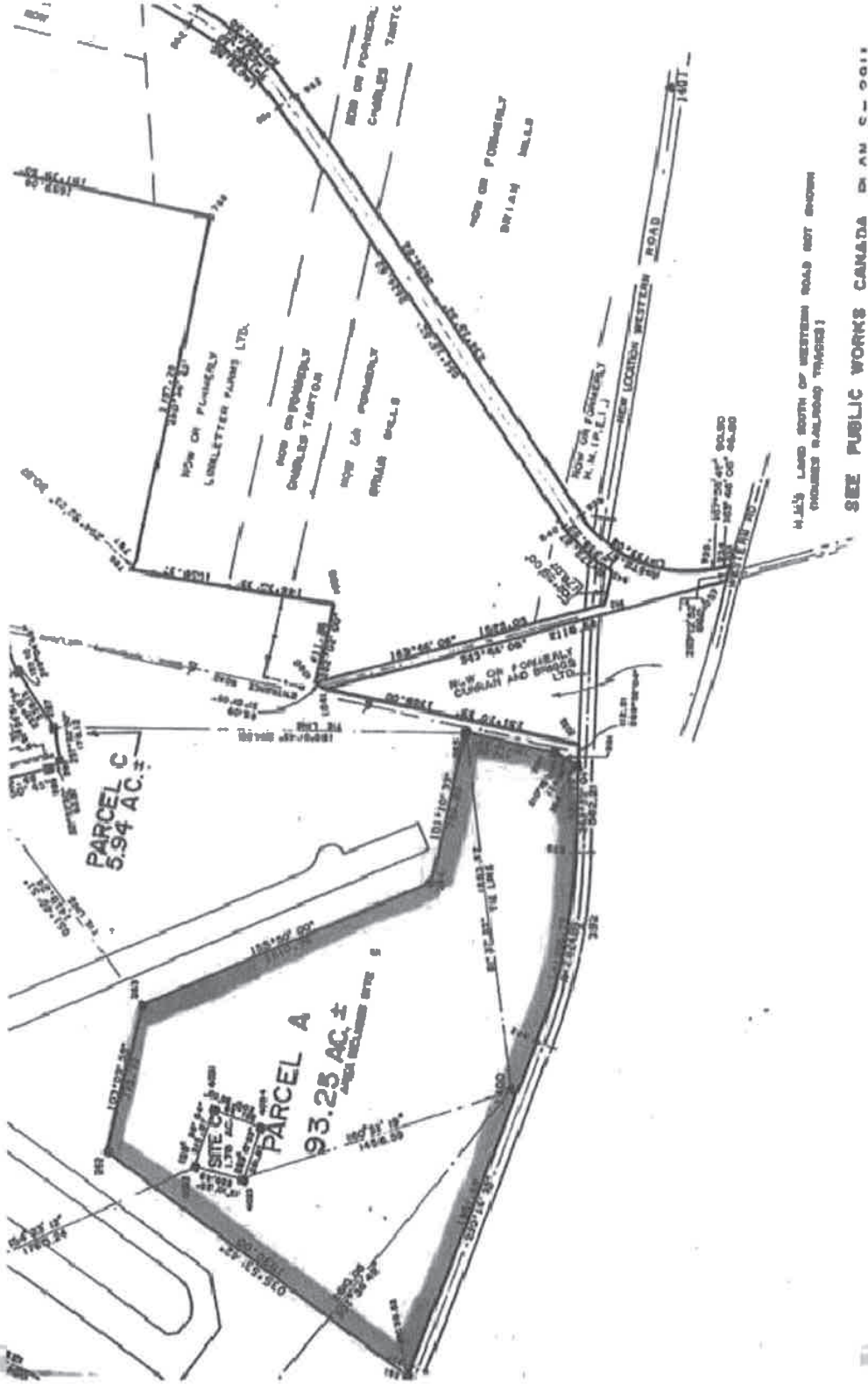
- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

PART 1 - GENERAL

- 1.1 General .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).



	PROJECT: SAINT ELEANORS, PEI		APPROVED:	
	PROJET: SALETTE ELEANORS, IPE		APPROUVÉ PAR:	
	SUBJECT: GRASS CUTTING		SCALE: N.T.S. PAS À LA NORME	
	Sujet: TONTE DU GAZON		PROJECT NO.: SC	1
	DATE: 2013/06/03		DWG NO.: L-135-9301/41	2



PROJECT: PROJECT: SUBJECT: SUJET: DATE:	APPROVED: APPROUVÉ		N.T.S. PAS À LA NORME	
	PAR:		SC	
	SCALE: ÉCHELLE:		PROJECT NO.: NUMÉRO DU PROJET:	
	DATE: 2013/06/03		DWG NO.: NUMÉRO DU DESSIN:	
	SAINT ELEANORS, PEI SAINTE ELEANORS, IPE GRASS CUTTING TONTE DU GAZON		L-135-9301/41	