

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 Ser Contrac - Grass Cutting Base #7	
Solicitation No. - N° de l'invitation W0105-14E051/A	Date 2014-02-17
Client Reference No. - N° de référence du client W0105-14E051	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3392
File No. - N° de dossier PWB-3-36156 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-01	
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: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506) 636-5347 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ser Contract - Grass Cutting Base #7 D, G, H & M Zones OROMOCTO New Brunswick 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 BASE # 7
D, G, H and M Zones
CFB GAGETOWN**

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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, supervision and equipment required to cut grass or bush as shown on drawings for the following areas: Base D, G, H and M zones in CFB Gagetown, Oromocto, New Brunswick. The Service Contract is required for the period from Date of Award 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, the North American Free Trade Agreement and the Canada-Peru, Canada-Colombia and Canada-Panama Free Trade Agreement

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
189 Prince William Street
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 - Competitive Requirements A3025T (2013-11-06)

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:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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:

- A. name of former public servant;
- B. 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 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:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

- 2.2. The Contractor will be an established Lawn Maintenance Company with a minimum of three (3) years experience in grass cutting and lawn maintenance. Proof of such must be provided within seven (7) days of request from Contracting Authority and prior to award of this Service Contract.

PART 6 - RESULTING CONTRACT CLAUSES

1. Requirement

The Department of National Defence (DND) has a requirement for the furnishing of all labour, material, tools, supervision and equipment required to cut grass or bush as shown on drawings for the following areas: Base D, G, H and M zones in CFB Gagetown, Oromocto, New Brunswick. The Service Contract is required for the period from Date of Award 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 Date of Award 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: Janine Donovan
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) 636-5347
Facsimile: (506) 636-4376
E-mail address: janine.donovan@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 days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.
5. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.
6. The Contractor will be an established Lawn Maintenance Company with a minimum of three (3) years experience in grass cutting and lawn maintenance. Proof of such must be provided within seven (7) days of request from Contracting Authority and prior to award of this Service Contract.

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 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 TERM OF APRIL 1, 2014 TO MARCH 31, 2015.

Item	Class of Service	A			B			C		
		Unit of Measure	Estimated Quantity	Term	Price per Unit	Total	Option Year	Price per Unit	Total	
				Date of Award to March 31, 2015			April 1, 2015 to March 31, 2016			April 1, 2016 to March 31, 2017
1.	Unit price to cut areas to a height of 75mm following the specification for D, G, H, and M zones	Cut	15							
2.	On demand unit price to cut areas to a height of 75mm following the specification for D, G, H, and M zones	Cut	5							
3.	Mower including operator to cut additional areas	Hour	100							

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Item	Class of Service	Unit of Measure	Estimated Quantity	A			B			C		
				Term			Option Year			Option Year		
				Date of Award to March 31,			April 1, 2015 to March 31,			April 1, 2016 to March 31,		
				2015			2016			2017		
				Price per Unit	Total		Price per Unit	Total		Price per Unit	Total	
4.	Trimmer including operator to trim additional areas	Hour	100									
TOTAL FOR FIRST TERM AND OPTION YEARS				\$		A	\$		B	\$		C
GRAND TOTAL FOR FIRST TERM AND OPTION YEARS				\$	A, B and C							

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ANNEX "C"

INSURANCE REQUIREMENTS

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

-
- (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

W0105-14E051/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-14E051

PWB-3-36156

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

NOTE TO BIDDERS

WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

W0105-14E051/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-14E051

PWB-3-36156

ANNEX "E"

SPECIFICATION




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

SPECIFICATION

**SERVICE CONTRACT GRASS CUTTING BASE # 7
D, G, H AND M ZONES
01 APRIL 2014 TO 31 MARCH 2015
WITH OPTION TO RENEW
FOR TWO - ONE YEAR PERIODS**


Designed by


Fire Inspector


Project O


Engineering O

PF No:
Job No: L-G2-9301/223

Date: 2013-06-03

<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	6
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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

Division 02 - Existing Conditions

02 97 00	Grass Cutting	4
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List of Drawings

L-G2-9301/199-101	Site Plan - Base
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- 1.1 Description of Work .1 The work covered under this Service Contract comprises the furnishing of all labour, material, tools, Supervision, and equipment required to cut grass or bush, as shown on drawings for the following areas:
- .1 Base- D, G, H and M zones.
- 1.2 Duration of Contract .1 The duration of this Contract will be from 01 April 2014 to 31 March 2015 with an option to renew two - one year periods.
- 1.3 Qualifications .1 All operators and trimmers must be qualified and experienced in the proper operation of machinery and equipment. All employees must be trained in proper fueling methods, spill control and mandatory use of personnel protective equipment.
- 1.4 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:
- Contracts Office
5 Engineer Services Unit
Building B18
CFB/ASU Gagetown
PO Box 17000 Stn. Forces
Oromocto, N.B.
E2V 4J5
Tel: (506) 422-2000, ext: 2677
Fax: (506) 422-1248
- 1.5 Liability Insurance .1 The Contractor shall provide proof of Liability Insurance for the amount of two Million Dollars (\$2,000,000.00) to PWGSC prior to award of this Service Contract.
-

1.6 Documents
Required

- .1 Maintain at the job site, one copy of each of the following:
 - .1 Specification; and
 - .2 Contract drawings.

1.7 Contractor's
Use of Site

- .1 Access to the site of the work to be as Directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer and Military requirements.
- .3 Do not unreasonably encumber the site with materials or equipment.

1.8 Power and
Water

- .1 DND can provide, free of charge, temporary electric power for the purpose of this agreement.
- .2 Engineer will determine delivery points and quantities limits. Engineers written permission is required before any connection is made. Connection to the power supply in accordance with Canadian Electrical code C-22.1-06.
- .3 Contractor to provide, at no cost to DND all equipment and temporary lines to bring this service to work site.
- .4 Supply of temporary service by DND is subject to DND requirement and may be discontinued at any time without notice or acceptance of any liability for damage or delay caused by such a withdrawal of temporary service.

1.9 Guarantee

- .1 The Contractor will guarantee all workmanship to the satisfaction of the Engineer. Unsatisfactory work will be rectified at the Contractors expense.

1.10 Codes and
Standards

- .1 Perform all work in accordance with Canada Labour Code Part 2. Employer must provide PP&E to workers and ensure safety standards are met.

1.10 Codes and
Standards
(Cont'd)

- .2 Contractor must be registered with Worksafe NB and provide a current copy of this to the Engineer.
- .3 Comply with the requirements of Workplace Hazardous Material Information System (WHMIS) regarding use, handling, storage and disposal of hazardous material; labeling and provision of MSDS acceptable to Human Resources and Skills Development Canada and Health Canada

1.11 Temporary
Structures

- .1 The Contractor will furnish and maintain suitable storage facilities as may be required for their equipment and materials.
- .2 Temporary facilities will be erected in areas approved by the Engineer in writing.
- .3 On completion of the contract, these temporary facilities will be removed by the Contractor and the site left in a clean and tidy condition which meets the satisfaction of the Engineer.
- .4 Fuel storage tanks are required to be double wall and meet ULC S601, with an overfill valve and a dispenser sump with leak detection.
- .5 Storage tank systems must be properly supported above grade level to the satisfaction of the Engineer.

1.12 Work
Requisition

- .1 The Contractor will advise the Engineer of the telephone number at which they or their representative may be contacted.
- .2 The Contractor will not refuse any call for service requested by the Engineer and will respond within 24 hours.
- .3 Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.

1.13 Quantities
and Basis of
Payment

- .1 The Contractor will submit prices for the following in accordance with the specification. Such prices will include supervision, expenses, tools, equipment (Including mobilization and demobilization of equipment), transportation and profit. Rates submitted will be for time on the job site. Travel to and from the contractor's base of operation will not be charged but will be included in the rates provided.
- .2 **Item 1.** Unit price to cut areas to a height of 75mm following the specification for D, G, H, and M zones. **Estimated Quantity: 15 Cuts**
- .3 **Item 2.** On Demand unit price to cut areas to a height of 75mm following the specification for D,G,H and M zones. **Estimated Quantity: 5 cuts** Note:These extra cuts are only to be utilized on an extreme grass growing season and at the discretion of the Engineer.
- .4 **Item 3.** Mower including operator to cut additional areas. **Estimated Quantity: 100 hours**
- .5 **Item 4.** Trimmer including operator to trim additional areas. **Estimated Quantity: 100 hours**

1.14 Contractor
Passes

- .1 All Contractor employees will carry an authorized Contractor pass while employed on DND property. Such passes will be produced when requested by the Military police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete a Contractor application form for each individual. The Contractor will accompany the employee to the Military Police Identification Section (F-19) for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer within 30 days of issue of contract.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section.

- 1.15 Security Clearances
- .1 The Contractor shall maintain an up to date roster of all employees involved in this Contract including managers, supervisors, operators, 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.
- 1.16 Damage to Facilities
- .1 The Contractor will take all necessary precautions to protect and prevent damage to all property and installations. Damage caused by the Contractor will be made good without undue delay, to the complete satisfaction of the Engineer.
- 1.17 Hours of Work
- .1 The Contractor will have enough manpower and equipment to complete work within normal hours of work Monday to Friday during the period of this contract. On site negotiations between the Contractor and the Engineer may **occasionally** extend the hours of work to take advantage of weather conditions, or for other reasons, as approved in writing by the Engineer.
- 1.18 On-Site Supervisor
- .1 The Contractor will provide at the job site, a full time experienced non working supervisor, capable of and having authority to speak on their behalf on day-to-day routine matters. He will direct all operations and ensure all work is fully completed as per the specification.
- 1.19 Clean Up
- .1 On completion of the Contract, the Contractor will clean up and remove all signs of their presence from areas used by them for storage and/or maintenance.
-

1.20 Special
Instructions

- .1 Regardless of existing ground conditions, all areas shown on the drawing or listed in the specification 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 which exists within the area to be cut.
- .2 Base policy states when vehicles are parked, they will be backed into a parking space or risk being towed.

PART 1 - GENERAL

- 1.1 References
- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
 - .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 1991.
 - .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 2, the New Brunswick Occupational Health and Safety Act and WorksafeNB 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 2, 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 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 worn at all times along with shirts and long pants.

- 1.3 Responsibility (Cont'd) .5 Personnel working in, on or around moving equipment or roadways shall wear highly visible clothing.
- 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 New Brunswick. 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. fuels,oils, lubricants, etc).
.2 Contractor must have an emergency response plan in place for spills/cleanup and disposal. A copy of this plan must be provided to the Engineer.
.3 In case of fuel or hydraulic leaks and or spills all mowers will carry adequate cleanup/absorbent material for immediate response.
.4 In the event of a spill the Contractor will immediately take corrective action to clean up the material and inform Engineer so the area can be checked.
.5 In the event of a spill over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the Fire Hall(G3)at 442-2000 local 2106.

PART 1 - GENERAL

- 1.1 Work Included .1 Work includes the following:
- .1 Mowing;
 - .2 Trimming;
 - .3 Clean up; and
 - .4 Supervision.
- 1.2 Frequency of of Work and Cut Height .1 To be performed on an as and when required basis when requested by the Engineer. Frequency of cutting will depend on weather conditions and growth rates.
- .2 Contractor will cut grass at specified heights and frequencies and will be paid on a unit price per cut basis for areas as indicate in Section 00 21 13, Instructions to bidders, Quantities and Basis of Payment.

PART 2 - PRODUCTS

- 2.1 Equipment .1 Equipment required to cut all areas indicated on attached drawing to produce a satisfactory end result with in given time line.
- .2 Contractors will present with their Tender, a list of the equipment they propose to use for the Contract. The equipment list is to include the manufacturer's name, model, and capacity. Prior to award of contract, the Contractor will make arrangements with the Engineer for inspection of equipment. If the equipment does not meet the approval of the Engineer, the contract will not be awarded.
- .3 All grass cutting equipment will be maintained in first class condition The equipment will be inspected frequently and will be to the satisfaction of the Engineer. Mowers which cause scalping and turf damage will not be used.
- .4 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 manufacturers design at all times.

2.1 Equipment
(Cont'd)

- .5 Should a tractor be used, a gauge on the tractor is required to indicate RPM of PTO drive to rotary finish mower. The RPM of PTO drive will be monitored during cutting operations to ensure compliance with mower requirements.
- .6 The Contractor will maintain on DND property, a mechanic on staff at all times to expedite prompt equipment repair when necessary. Supervisor may act in a dual role as supervisor/mechanic as long as day to day supervisory duties are maintained.

PART 3 -EXECUTION

3.1 Mowing

- .1 Cut grass to heights as specified in Section 00 21 13, Instructions to Bidders, and as indicated on drawings.
- .2 Mowing will not be carried out when in the opinion of the Engineer:
 - .1 The grass is too wet; and
 - .2 A long period of dry weather persists.
- .3 Grass areas not cut satisfactorily will be re-cut at no cost to DND.
- .4 Remove paper, cans, limbs and all other debris prior to cutting prescribed area.
- .5 Mowing to be completed in such a way to blow grass away from walkways, roads, parking areas, flower beds, buildings and vehicles.

3.2 Trimming

- .1 Trim grass around buildings, fences, poles, signs, hedges, trees, propane tanks and all other physical obstructions within areas of grass mowing.
- .2 Ensure trimming/grass cutting is completed within 4 hours of each other.
- .3 Trim grass to same height as mowed grass in the applicable area.
- .4 Prevent damage to trees and other physical obstructions when using power operated trimmers.

3.2 Trimming
(Cont'd)

- .5 In order to prevent damage to vehicles, scheduling of trimming may need to be carried out during silent hours when parked vehicles are not present. Damage to vehicles will be contractors responsibility.
- .6 Trimming to be completed in such a way to blow grass away from walkways, roads, parking areas, flower beds, buildings and vehicles.

3.3 Grass
Clippings

- .1 By use of a blower or sweeping, all clippings/debris left on sidewalks, building entrances or parking areas as a result of completing work is to be removed immediately after cutting. This is to reduce grass from being tracked into buildings.

3.4 Special Notes

- .1 The grassed areas to be cut under this contract contain a high density of weed growth. Regardless of this problem, the cutting activity must be executed in such a manner and with the types of equipment which will provide an acceptable grounds appearance following the cutting operation. Failure to provide an acceptable finish appearance will be considered grounds for withholding payment for the area involved.
- .2 The growth rate varies in each area included in the contract depending upon soil conditions, moisture, turf condition, and type of grass and weed present. The intent of the contract is to provide an acceptable standard of grounds appearance following each cut.
- .3 Ditch bottoms and slopes are included and must be cut.
- .4 The Contractor must have sufficient personnel and equipment available to be able to cut all areas on the Contract within 5 calendar days. This is critical during May, June, and July, when cut frequency is at its highest rate.
- .5 The Contractor must have a minimum of 2 years proven experience as a grass contractor and shall provide references of previous contracts upon request.
- .6 Contractor to provide monthly reports indicating litres of fuel consumed in specific

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CFB Gagetown, N.B.

Grass Cutting

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3.4 Special Notes .6
(Cont'd)

(Cont'd)
makes and models of equipment. Type of fuel
used(gas/diesel, mixed gas) to be indicated
along with horsepower of equipment.

END



LEGEND

CUT TO A HEIGHT OF 75 mm
UNLESS INDICATED OTHERWISE

NOTE:

GRASS AREAS INDICATED ARE APPROXIMATE

DATE	REVISION	REVISION	DATE

112500

CEB GAC

CFB GAGETOWN

SERVICE CONTRACT

GRASS CUTTING No. 7

D. G. H AND M ZONES

100

SITING

SITE PLAN

PRODUCTION	CONSEQUENCE = ASSIGNMENT
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Canada

