

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**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**  
Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Lawn Mowing - Montreal Garnison	
<b>Solicitation No. - N° de l'invitation</b> W0130-14M220/A	<b>Date</b> 2014-04-22
<b>Client Reference No. - N° de référence du client</b> W0130-14-M220	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-480-12700
<b>File No. - N° de dossier</b> MTC-4-37001 (480)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-06-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Belisle, France	<b>Buyer Id - Id de l'acheteur</b> mtc480
<b>Telephone No. - N° de téléphone</b> (514) 496-3881 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE Garnison de montréal 6769 Notre-Dame Est MONTREAL Québec H1N 2E9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

W0130-14M220/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc480

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

W0130-14-M220

File No. - N° du dossier

MTC-4-37001

CCC No./N° CCC - FMS No/ N° VME

---

**See the Solicitation PDF attached**

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement (not applicable)
2. Statement of Work
3. Debriefings
4. Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

1. Optional Site Visit
2. Standard Instructions, Clauses and Conditions
3. Submission of Bids
4. Former Public Servant
5. Enquiries - Bid Solicitation
6. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract

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

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Defence Contract

#### **List of Annexes:**

Annex A	Statement of Work
Annex B	Pricing
Annex C	Evaluation Criteria
Annex D	Plan

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

Not applicable.

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

The Department of National Defence must enter into a contract with a supplier to mow the grass and maintain the grounds of the Montréal Garrison, 6769, Notre-Dame, Montréal, Québec, H1N 2E9, according to the description of work attached and plan, see attached Annex A and Annex D.

### **3. Debriefings**

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

### **4. Trade Agreements**

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on

**May 6 at 10:00**, National Defence and the Canadian Armed Forces, Montreal Garrison, 6769, Notre-Dame Est, Montréal, H1N 3R9. **Bidders must communicate with Gérald Poirier at 514-252-2777 (6316) no later than 2 day(s) before the scheduled visit** to confirm attendance and provide the name(s) of the person(s) who will attend the name of the company and license plate number.

Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### **2. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the [Standard Instructions 2003](#) incorporated by reference above are deleted in their entirety and replaced with the following:

Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

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](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive."

### **3. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **4. Former Public Servant**

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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **5. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **6. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their

choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

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

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

Section I: Technical Bid (1 hard copie)  
Section II: Financial Bid (1 hard copie)  
Section III: Certifications (1 hard copie)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

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

- The contractor must show that he (she) has at least two (2) years experience over the past five (5) years in lawn maintenance and mowing on public and / or commercial property. To show this, the contractor must provide three (3) references from commercial clients. **Complete the attached Annex C.**

#### **1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **2. Basis of Selection**

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

## 2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 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](#)

No. de la demande : W0130-14M220  
TITLE : Lawn Mowing – Montréal Garrison

---

[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.

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

### **1. Security Requirement**

*Not applicable*

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

The Department of National Defence must enter into a contract with a supplier to mow the grass and maintain the grounds of the Montréal Garrison, 6769, Notre-Dame, Montréal, Québec, H1N 2E9, according to the description of work attached in (Annex A).

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

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The contract period will be from date of issue of the contract for a period of one (1) year.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) two years to one (1) year each option of 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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: France Bélisle  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 800, De la Gauchetière, 7<sup>th</sup> floor  
Montréal, Québec, H5A 1L6  
Telephone: 514-496-3881  
Facsimile: 514-496-3822/ E-mail address: france.belisle@tpsgc.gc.ca

No. de la demande : W0130-14M220  
TITLE : Lawn Mowing – Montréal Garrison

---

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

## 5.2 Project Authority

The Project Authority for the Contract is:

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.

## 5.3 Contractor's Representative

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

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex A, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Applicable Taxes are extra.

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ .  
Customs duties and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.3 Terms of Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **8. Invoicing Instructions**

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

### **9. Certifications**

- 9.1 The continuous compliance with the certifications provided by the Contractor in its bid and the on going cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**10. Applicable Laws**

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

**11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-03-01);
- (c) Annex A, Statement of Work;
- (d) Annex B, Pricing;
- (e) Annex C, Evaluation Criteria
- (f) Annex D, Plan
- (e) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_.

**12. Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **PART 1 – GENERAL INSTRUCTIONS**

##### **1.1 General**

The purpose of this document is to describe the general and specific requirements relative to the provision of semi-skilled labour, including transportation, tools, tools, material and equipment, and supervision for grass cutting work on the site of the Department of the National Defence (DND) property illustrated in drawing no. L-L135-9301-101. (Appendix « A »).

##### **1.2 Location of Work**

The work shall be performed on the site of the Montreal Garrison, 6769, rue Notre-Dame east, Montréal (Québec), H1N 3R9.

##### **1.3 Regulations and Permits**

The contractor shall obtain, and pay the fees for, all the permits required for the execution of the work.

##### **1.4 Pesticides**

The use of pesticides is prohibited.

##### **1.5 Safety**

- .1 All employees assigned to this work shall wear the clothing normally required for their duties, namely long pants and a shirt or sweater, and safety glasses.
- .2 All workers shall wear approved safety footwear.
- .3 Employees assigned to work with a brush cutter shall wear adequate eye protection, including safety glasses or a visor designed for this purpose.
- .4 Any potential dangerous maneuver or work method that could compromise the safety of the DND personnel or the employees assigned to the work is prohibited.
- .5 The contractor shall assume full liability in respect of the safety measures and work methods adopted by his/her personnel, and shall ensure that the specified requirements are met.
- .6 The DND representative can require that work be stopped at any time if he/she becomes aware that a worker is not wearing the required protective equipment, or if he/she deems that a certain manoeuvre or method is unsafe.

In such cases, the contractor shall be required to devise a safer work method and submit it for the approval of the DND representative.

## **ANNEX "A"**

### **STATEMENT OF WORK**

**NOTE :** Note that, unless especially designed for this purpose (with supporting proof), rider or tractor-mowers are prohibited from use along the edges of the viaduct and the highway, where the terrain includes a steep slope.

- .7 After any stop-work order, work may resume only if authorized by the DND representative.
- .8 Any worker who is served with a third (3<sup>rd</sup>) notice by the DND representative for any breach of the safety requirements shall be prohibited from entering the work site for the entire duration of the contract, including, if applicable, the optional year.
- .9 Under no circumstances shall the contractor be allowed to use any work stoppage by his/her negligence of safety requirements to justify any delays or failures to comply with the requirements in this statement.
- .10 Complaints regarding sections 7, 8 and 9 must be sent to Public Works and Government Services Canada.

#### **1.6 Liability**

The contractor shall be required to repair any damage that may result from the movement of his/her equipment or by the negligence of his/her employees. Such repair shall be made in accordance with the requirements of the DND representative, at the contractor's expense.

#### **1.7 Site Access**

As a result of external activities, certain portions of the site may be prohibited from access for a given period of time. Should such circumstances arise, the DND representative shall inform the contractor of the prohibition and its duration at least three (3) days before it is to come into effect. The contractor shall then be required to plan the work in such a way that the requirements of the contractor shall never the less be met.

### **PART 2 – DESCRIPTION OF WORK**

#### **2.1 Scope of work**

The work covered by this statement includes, but is not strictly limited to, the following tasks:

- .1 Spring cleaning (first cleaning)
- .2 Regular cleaning
- .3 Grass cutting

## **ANNEX "A"**

### **STATEMENT OF WORK**

- .4 Edge trimming
- .5 Collection of grass cutting
- .6 Ditch cleaning and mowing
- .7 Fall cleaning (last cleaning)
- .8 Maintenance, on demand, of areas of the grounds covered by brush

#### **2.2 Work Schedule**

All work required and described in this document shall be performed between sunrise and sunset, Monday through Saturday. Unless otherwise indicated or authorized by the DND representative, no work shall be performed on Sunday or after sunset.

**NOTE :** Unless so authorized, no work shall be done before noon (12:00 hours) on Saturday in the North sector (between the rail line and Hochelaga Street)

### **PARTIE 3 – PERFORMANCE**

#### **3.1 Spring Cleaning (sectors « A » and « B ») – first cleaning.**

- .1 The contractor shall deploy the personnel and equipment required for the complete cleaning of land in sectors « A » et « B » as indicated on the drawing, within seventy-two (72) hours of a request to this effect by the DND representative.
- .2 Work for Spring Cleaning includes the removal and disposal, from DND property, of dead leaves (using a tiller/blower), paper, rocks, bottles (whether broken or not) cans and other refuse.
- .3 **The maximum allotted period of completion of this work shall be one week.**

#### **3.2 Regular cleaning (sectors « A » et « B »).**

Before cutting the grass, papers, branches and other debris must be collected; it is prohibited to shred such items by mowing. Likewise, any debris left on site after a special activity is held shall be collected at no additional cost to DND.

#### **3.3 Tonte de gazon (secteur « A »)**

- .1 The contractor shall be responsible for regularly inspecting the condition of the grounds covered by the contract to ensure that the requirements of the contract are being met.
- .2 The contractor shall be responsible for planning and supervising the operations and work covered in the contract. The contractor shall inform the DND representative of

## ANNEX "A"

### STATEMENT OF WORK

his/her intention to commence work once the grass reaches a general height of 90 mm from the ground.

**NOTE : Every cutting must be authorized in advance by the DND representative, who reserves the right to delay the commencement of work if he/she deems the grass not to have generally reached the cut height specified.**

- .3 Unless otherwise indicated in writing by the DND representative, the grass covering the grounds included in this contract shall be cut to a height of 50 mm from the ground.
- .4 Where applicable, the contractor shall be required to assume full responsibility for carrying out the work and for coordinating the work of all sub-contractors.
- .5 Grass in locations that are difficult or impossible or impossible to access with heavy equipment (such as uneven ground resulting from spread earth or stones, the perimeter of the mound of earth, tones or other materials, embedded tire tracks, or any other defect or unevenness of terrain), whether naturally occurring or caused by work, must nonetheless still be cut. It shall be the responsibility of the contractor to select and furnish the instruments needed to cut the grass in these locations.
- .6 Weeds located in grassy areas are to be maintained at the same height as the surrounding lawn.
- .7 Mowers and riders or tractor-mowers must be used in such a way as to present grass from falling on the sidewalks, street, or flowerbeds. If grass does fall onto the areas, the contractor shall clean the surfaces so as to KEEP THEM CLEAN AND FREE OF ANY DEBRIS AT ALL TIMES.
- .8 **The maximum period allotted for the completion of this work shall be two (2) consecutive days.**

#### **3.4 On-Demand Cutting of Tall Grass (sector « B »).**

- .1 The tall grass that covers this sector shall be cut on demand (approximately three (3) times per year).
- .2 The grass shall be cut to a height of 75 mm from the ground.
- .3 Subject to section 1.5.6 of this annex, the contractor shall be responsible for selecting the appropriate type of machinery.
- .4 **The maximum period allotted for the completion of this work shall be two (2) consecutive days.**

## ANNEX "A"

### STATEMENT OF WORK

#### **3.5 Edge trimming (sectors « A » and « B »)**

The contractor shall trim the edges of the grassy areas around the perimeter of buildings, flowerbeds, pavement borders, hedgerows, trees, shrubberies, fencing, poles, fountain post, signage, and other such installations, using appropriate tools, every time a cutting occurs. The edges shall be trimmed to the same height as the lawn.

#### **3.6 Collection of grass cuttings (sectors « A » and « B »)**

Unless otherwise authorized by the DND representative, the contractor shall collect the cut grass appearing on the ground during or immediately following the cutting of grass and/or the trimming of edges.

#### **3.7 Ditch cleaning and cutting (sector « A »)**

Ditches are to be maintained on the same basis as the other parts of the grounds. However, ditch cleaning is to be performed at least once a week.

#### **3.8 Nettoyage à l'automne (sectors « A » and « B ») – dernier nettoyage**

The work and conditions associated with « Fall Cleaning » are the same as those specified in section 3.1 for « SPRING CLEANING »

#### **3.9 On-Demand Cutting of tall Grass (sector « C »)**

- .1 The tall grass that covers the sector shall be cut on demand (estimated only : three (3) times per year, in June, August and September).
- .2 The grass shall be cut to a height of approximately 100 mm from the ground, and the debris shall be collected and transported off DND property
- .3 It shall be incumbent on the contractor to select the appropriate machinery to ensure that the grounds are not damaged in the course of the work. Note that the lawn was seeded directly onto clay soil, and is thus unstable. The contractor shall, at his/her expense, repair any surfaces that are damaged by the uses of his/her equipment.
- .4 **The maximum period allotted for the completion of this work shall be three (3) consecutive days.**

#### **3.10 On-Demand Maintenance of Areas Covered with Brush (sector « D »).**

- .1 Areas covered with brush rather than grass shall be maintained at the request of the DND representative.
- .2 Brush growing in these areas shall be cut or uprooted, non-selectively. Unless otherwise indicated, debris, dead branches, and freshly cut or uprooted brush shall be removed from the areas being maintained, then transported and disposed of outside DND property.

## ANNEX "A"

### STATEMENT OF WORK

- .3 Specific details for the execution of this work (identification of the sites to be maintained, timeframe for execution, number of workers required, and height of cut between 75 mm and 150 mm) shall be provided to the contractor with the request for services.
- .4 It shall be incumbent on the contractor to gain access to all locations where work is required, including those that are difficult to access.
- .5 **A maximum of one day shall be allotted for the completion of this work.**

### **PART 4 – LABOUR AND EQUIPMENT**

#### 4.1 **Labour**

- .1 The contractor shall provide all the labour required for the complete execution of the work described in this statement.
- .2 Workers employed by the contractor shall be of legal age.
- .3 The contractor and his/her personnel shall comply with all the safety directives in effect on the work site.

#### 4.2 **Tools and Equipment**

- .1 As part of this service contract, the contractor must be able to provide the minimum equipment to perform the tasks listed below:
  - a) Spring and fall cleaning (see Part 2 of Annex « A »).
  - b) Lawn mowing, tall grass cutting, and bush cutting (see Part 2 of Annex « A »).
- .2 Provide proof of registration for the equipment that shall be used for this contract.
- .3 The contractor must be able to provide, in sufficient quantity and capacity, all the tools and equipment needed for the complete and compliant execution of the work as described in Part 2 of Annex « A ». The contractor shall be responsible for determining the minimum equipment required to perform the work. However, lack or unavailability of equipment shall not be an excuse for non-conformity or defects when performing the work.
- .4 The tools and equipment used must be in perfect working order and the contractor shall, at his/her expenses, ensure that they are maintained and repaired as required.
- .5 DND shall not be liable toward the contractor for any damage to equipment arising from the poor condition of the land, objects jutting out of the ground, etc.

No. de la demande : W0130-14M220  
TITLE : Lawn Mowing – Montréal Garrison

---

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **PART 5 – PARTICULAR REQUIREMENTS**

##### **5.1 Modifications to the Areas to be maintained**

In any case where the condition of an area to be maintained during the term of the contract (installation of fencing, storage of materials or equipment, excavation, construction, or other work), the contractor shall make the necessary arrangements to carry out the work by using appropriate equipment to circumvent the obstacles.

**ANNEX "B"**

**PRICING**

**PART 1 – CUTTING IN SECTOR « A »**

**1.2 Terms and Conditions**

A flat fee as requested below for the performance of each complete cutting of the grass in sector "A", including all work related to mowing operations, in compliance with the requirements outlined in Annex "A".

The fees submitted include the provision of labour, equipment, fuel, transportation, supervision and everything necessary for the complete and compliant execution of the work.

**The Department of National Defense guarantees payment for a minimum of twelve (12) cuttings.**

**1.8 Unit prices**

- .1 For the period from May 1st 2014 to November 30th, 2014  
\$ \_\_\_\_\_ per complete cutting
- .2 For the period from April 1st 2015 to November 30th, 2015  
\$ \_\_\_\_\_ per complete cutting
- .3 For the period from April 1st 2016 to November 30th, 2016  
\$ \_\_\_\_\_ per complete cutting

**ANNEX "B"**

**PRICING**

Part 2 – CUTTING IN SECTOR « B »

2.1 **Terms and conditions**

A flat fee as requested below for the performance of each complete cutting of the grass in sector "B", including all work related to mowing operations, in compliance with the requirements outlined in Annex "A".

The fees submitted include the provision of labour, equipment, fuel, transportation, supervision and everything necessary for the complete and compliant execution of the work.

**The Department of National Defense plans to request the execution of three (3) cuttings.**

2.2 **Flat fees**

- .1 For the period from May 1st 2014 to November 30th, 2014  
\$ \_\_\_\_\_ per complete cutting
- .2 For the period from April 1st 2015 to November 30th, 2015  
\$ \_\_\_\_\_ per complete cutting
- .3 For the period from April 1st 2016 to November 30th, 2016  
\$ \_\_\_\_\_ per complete cutting

**ANNEX "B"**

**PRICING**

**PART 3 - CUTTING IN SECTOR « C »**

**3.1 Terms and conditions**

A flat fee as requested below for the performance of each complete cutting of the grass in sector "C", including all work related to mowing operations, in compliance with the requirements outlined in Annex "A".

The fees submitted include the provision of labour, equipment, fuel, transportation, supervision and everything necessary for the complete and compliant execution of the work.

**The Department of National Defense plans to request the execution of three (3) cuttings** (estimated in June, August and September).

**3.2 Flat fees**

- .1 For the period from May 1st 2014 to November 30th, 2014  
\$ \_\_\_\_\_ per complete cutting
- .2 For the period from April 1st 2015 to November 30th, 2015  
\$ \_\_\_\_\_ per complete cutting
- .3 For the period from April 1st 2016 to November 30th, 2016  
\$ \_\_\_\_\_ per complete cutting

**ANNEX "B"**

**PRICING**

Part 4 – CLEARING OF SECTORS « A » and « B »

4.1 **Terms and conditions**

A flat fee as requested below for the performance of the Spring and Fall cleanings, all of which must be performed in compliance with the requirements outlined in Annex "A".

The fees submitted include the provision of labour, equipment, fuel, transportation, supervision and everything necessary for the complete and compliant execution of the work.

4.2 **Flat fees**

.1 For the period from May 1st 2014 to November 30th, 2014

- Spring Cleaning: \$ \_\_\_\_\_
- Fall Cleaning: \$ \_\_\_\_\_

.2 For the period from April 1st 2015 to November 30th, 2015

- Spring Cleaning: \$ \_\_\_\_\_
- Fall Cleaning: \$ \_\_\_\_\_

.3 For the period from April 1st 2016 to November 30th, 2016

- Spring Cleaning: \$ \_\_\_\_\_
- Fall Cleaning: \$ \_\_\_\_\_

**ANNEX "B"**

**PRICING**

PART 5 – CUTTING IN SECTOR « D »

5.1 **Terms and conditions**

Hourly rates, as requested below, for the provision of the labour and equipment needed to perform brush clearing in sector "D" on demand.

Rates submitted include the provision of an operator, fuel supervision, and everything needed for the complete and compliant execution of the work specified.

5.2 **Hourly Rates**

ÉQUIPEMENT	Estimated hours for 3 years	(1)	(2)	(3)
45-hp farm tractor with 1.83-meter-wide mower/conditioner	20 h	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
Gas powered trimmer, 50 cc.	20 h	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
Six (6) wheeled, 10-m <sup>3</sup> dump truck with cover for transportation	20 h	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
Labourer with rake, broom and cleaning kit	20 h	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.

- .1 For the period from May 1st, 2014 to November 30th, 2014
- .2 For the period from April 1st, 2015 to November 30th, 2015 (Optional)
- .3 For the period from April 1st, 2016 to November 30th, 2016 (Optional)

**ANNEX "B"**

**PRICING**

**PART 6 – TRANSPORTATION TIME (for work at hourly rates)**

**6.1 Terms and conditions**

Indicate the transportation time requested for each service call or for each day of work performed as a result of a service call, in order to cover the costs, for all sources, of two-way transportation for the equipment employee(s) and required tools to the work site.

The number indicated shall be multiplied by the applicable hourly rate (see Part 5). If no transportation fee is being requested, write "0".

**6.2 Transportation time**

Transportation time : \_\_\_\_\_ Hour(s)

At an hourly rate of : \$ \_\_\_\_\_ per hour.

**ANNEX “C”**  
**EVALUATION CRITERIA**

**Method of selection**

Written proposals must cover all the subjects listed in the section below in order to be considered, and must include all the criteria identified below

1. Mandatory Criteria :

These criteria must be met (See « A » - Mandatory Criteria).

2. Financial Evaluation :

The evaluation will be based on the lowest price.

**A – CRITÈRES D'ÉVALUATION OBLIGATOIRES :**

<b>Mandatory Criteria</b>	<b>Meets</b>	<b>Does not meet</b>	<b>Comments</b>
The contractor must show that he (she) has at least two (2) years experience over the past five (5) years in lawn maintenance and mowing on public and / or commercial property.  To show this, the contractor must provide three (3) references from commercial clients.			

No. de la demande : W0130-14M220  
TITLE : Lawn Mowing – Montréal Garrison

---

**ANNEX "C"**

**EVALUATION CRITERIA**

Référence no. 1	Contrat year : _____ Organization / Co : _____ Name of Contact person : _____ Comments : _____ _____ _____
Référence no. 2	Contrat year : _____ Organization / Co : _____ Name of Contact person : _____ Comments : _____ _____ _____
Référence no. 3	Contrat year : _____ Organization / Co : _____ Name of Contact person : _____ Comments : _____ _____ _____

No. de la demande : W0130-14M220  
TITLE : Lawn Mowing – Montréal Garrison

---

**ANNEX "D"**  
**ATTACHED PDF**

**PLAN**

