

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works Government Services Canada-
Bid Receiving / Réception des soumissions
189 Prince William Street
Room 405
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 405
Saint John
New Bruns
E2L 2B9

Title - Sujet Landscaping - Saint John, NB	
Solicitation No. - N° de l'invitation W0105-15E032/A	Date 2015-02-17
Client Reference No. - N° de référence du client W0105-15E032	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-101-3576
File No. - N° de dossier PWB-4-37157 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-11	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax, Sandra	Buyer Id - Id de l'acheteur pwb101
Telephone No. - N° de téléphone (506) 636-4362 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 Engineer Svcs. Unit, BLDG B-18 PO BOX 17000 Station Forces OROMOCTO New Brunswick E2V4J5 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

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**GRASS CUTTING AND LANDSCAPE MAINTENANCE
SAINT JOHN NB BARRACK GREEN ARMOURY – HMCS BRUNSWICKER**

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The work covered under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to provide grass cutting services and landscape maintenance at the Barrack Green Armoury and HMCS Brunswicker Naval Reserve located in Saint John, NB when requested and as specified herein. This Service Contract will extend from April 1, 2015 to March 31, 2016.

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

A0220T - Evaluation of Price (2014-06-26)

2.2 Submission of Bids

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

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
E2L 2B9

NOTE: THIS IS NOT A PUBLIC OPENING

2.3 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 FPSs, 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 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 FPSs 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.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.5 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.

2.6 Insurance Requirements – G1007T (2011-05-16)

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.

2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)

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

3.1 Bid Preparation Instructions

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

4.1 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 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.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

5.1.1 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.

5.1.2 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) 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.

5.1.3 Additional Certifications Precedent to Contract Award

- 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 to PWGSC prior to award of this Service Contract
- Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Service Contract.
- All equipment and trimmer operators must be qualified and experienced in the proper operation of the Contractors grass cutting machinery and equipment.
- All employees must be trained in proper fueling methods, spill control and mandatory use of personal protective equipment.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

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

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

6.3.1 General Conditions

[2010C](#) (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of April 1, 2015 to March 31, 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Lomax
Title: Supply Officer
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) 636-4362
Facsimile: (506) 636-4376
E-mail address: sandra.lomax@pwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is: *Will be made available at time of award*

Name:
Title:
Organization:
Address:

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Telephone :
Facsimile:
E-mail address:

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

6.5.3 Contractor's Representative

Name:
Title:
Organization:
Address:

Telephone :
Facsimile:
E-mail address:

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Monthly Payment

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

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing 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.

6.10 Applicable Laws

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

6.11 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 (2014-09-25)
- (c) Annex E, Requirement;
- (d) the Contractor's bid dated _____

6.12 Defence Contract

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

6.13 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.

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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.

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. A duly completed and signed Invitation to Tender including all Addenda. accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.
5. Contract will be an established Lawn Maintenance Company with a minimum of (3) years experience in grass cutting and lawn maintenance. Proof of such must be provided to PWGSC prior to award of this Service Contract.
6. Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Service Contract.
7. All equipment and trimmer operators must be qualified and experienced in the proper operation of the Contractors grass cutting machinery and equipment.
8. All employees must be trained in proper fueling methods, spill control and mandatory use of personal protective equipment.

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

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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 TERM OF THE CONTRACT.

Item	Class of Service	Unit of Measure	Estimated Quantity	Price Per Unit	Total
1.	Unit rate for Grass Cutting Services on all areas at Barrack Green Armoury as shown in Annex A for the months of May to September.	Per	5		
2.	Unit rate for Grass Cutting Services on all areas at HMCS Brunswicker as shown in Annex B for the months of May to September.	Per	5		
3.	Unit rate for Cut and Trim Grass at Barrack Green Armoury as shown in Annex A as and when requested by the Engineer	Per	6		
4.	Unit rate for Cut and Trim Grass at HMCS Brunswicker as shown in Annex B as and when requested by the Engineer	Per	6		
5.	Unit rate for landscaping maintenance services as and when requested by the Engineer	Hour	80		
6.	Unit rate for two (2) meter rotary field mowers with operator as and when requested by the Engineer	Hour	60		
7.	All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage of mark-up. The contractor is to submit a percent of mark-up on materials for tendering purposes.	Allowance	10,000		
<u>TOTAL Estimated Amount Used for Evaluation</u>					

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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 Department of National Defence
 - 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.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

Solicitation No. - N° de l'invitation
W0105-15E032/A
Client Ref. No. - N° de réf. du client
W0105-15E032

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-4-37157

Buyer ID - Id de l'acheteur
PWB 101
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

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
W0105-15E032/A
Client Ref. No. - N° de réf. du client
W0105-15E032

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-4-37157

Buyer ID - Id de l'acheteur
PWB 101
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

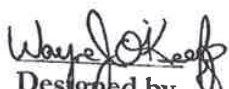
SPECIFICATION




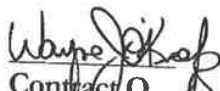
**DEPARTMENT OF NATIONAL DEFENCE
5 ENGINEER SERVICES SQUADRON
5 ENGINEER SERVICES UNIT
5 CDSB GAGETOWN**


SPECIFICATION

**SERVICE CONTRACT
GRASS CUTTING-LANDSCAPE MAINTENANCE
BARRACK GREEN ARMOURY & HMCS BRUNSWICKER
SAINT JOHN, N.B.
FROM 01 APRIL 2015 TO 31 MARCH 2016**


Designed by


Fire Inspector


Contract O


Engineering O

PF No:

Job No: L-S255/1-0301/220

Date: 2014-06-10

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	7
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Annexes</u>		
Annex A	Site Plan Barrack Green Armoury	1
Annex B	Site Plan HMCS Brunswicker	1
Annex C	Basis of Payment	2

PART 1 - GENERAL

- | | | |
|--------------------------|----|--|
| 1.1 Description of Work | .1 | The work covered under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to provide grass cutting services and landscape maintenance at the Barrack Green Armoury and HMCS Brunswicker Naval Reserve located in Saint John, NB when requested and as specified herein. |
| | .2 | The Barrack Green Armoury is located at 60 Broadview Avenue Saint John, New Brunswick. |
| | .3 | The HMCS Brunswicker is located at 160 Chesley Drive Saint John, New Brunswick. |
| 1.2 Duration of Contract | .1 | This Service Contract will extend from 01 April 2015 to 31 March 2016. |
| 1.3 References | .1 | Canada Labour Code Part II. |
| | .2 | The New Brunswick Occupational Health and Safety Act, 1991. |
| | .3 | The Canadian Electrical Code, CSA C22.1-12. |
| 1.4 Qualifications | .1 | The Contractor will be an established Lawn Maintenance Company with a minimum of three (3) years experience in grass cutting and lawn maintenance. Proof of such must be provided to PWGSC prior to award of this Service Contract. |
| | .2 | Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Service Contract. |
| | .3 | All equipment and trimmer operators must be qualified and experienced in the proper operation of the Contractors grass cutting machinery and equipment. |

1.4 Qualifications .4 All employees must be trained in proper
(Cont'd) fueling methods, spill control and mandatory
use of personal protective equipment.

1.5 Engineer .1 The Engineer as defined and stated in this
specification will be the Commanding Officer
5 Engineer Services Unit or a designated
representative. The address of the Engineer
is:

Contracts Office
5 Engineer Services Unit
Building B18
5 CDSB Gagetown
PO BOX 17000 Station Forces
Oromocto, N.B. E2V 4J5

Tel. (506) 422-2677
Fax (506) 422-1248

1.6 Documents .1 Maintain at the job site one copy each of
Required the following:
.1 Specifications;
.2 Addenda; and
.3 Log of fuel and equipment.

1.7 Contractor's .1 Work site access will be as directed by the
use of Site Engineer.
.2 Movement around the site is subject to
restrictions laid down by the Engineer.
.3 Do not unreasonably encumber the site with
materials or equipment.

1.8 Power and Water .1 DND can provide, free of charge, temporary
electric power and water for the purposes of
this agreement.
.2 Engineer will determine delivery points and
quantitative limits. Engineer's written
permission is required before any connection
is made. Connect to existing power supply in
accordance with Canadian Electrical Code,
CSA C22.1-12.

1.8 Power and Water .3
(Cont'd)

Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.9 Codes and
Standards

.1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.

.2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.

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

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

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

1.10 Temporary
Structures

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

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

- 1.11 Clean Up .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.
- 1.12 Scope of Work .1 The Grass Cutting Services will include:
- .1 mowing to 75mm;
 - .2 trimming to 75mm;
 - .3 removal of clippings from sidewalks and paved areas; and
 - .4 clean up of all areas shown inside the gray shaded boundary area as shown on Annex A and Annex B.
- .2 The Contractor will be responsible to:
- .1 cut grass at bi-weekly intervals between mid May and the end of September within the gray shaded boundary area as shown on Annex A and Annex B; and
 - .2 trim grass and weeds growing in or around the base off all buildings, fences (both sides), hydrants, poles, car heater posts, signs, flower beds, hedges, trees, and any physical obstruction within the gray shaded boundary area as shown on Annex A and Annex B.
- .3 Trimming/grass cutting is to be completed within 4 hours of each other.
- .4 Remove and dispose of, in the dumpster located on site, any debris on the grass before cutting or trimming.
- .5 The Contractor is to ensure that grass clippings are not directed onto roadways, sidewalks, and planting beds.
- .6 Ditch bottoms and slopes are included in the Service Contract and must be cut to 75mm.
- .7 The Grass Cutting/Landscape Maintenance Service will be performed to the complete satisfaction of the Engineer.
-

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

- 1.14 Quantities and Basis of Payment
- .1 The work performed under this Service Contract will be paid for on a unit price and hourly rate basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
 - .2 The Contractor will submit unit prices and an hourly rate in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.
 - .3 Time charged and contract price of materials (if any) used may be verified by Government
-

- 1.14 Quantities and .3 (Cont'd)
Basis of Payment
(Cont'd)
- .4 The Contractor will provide service during normal working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive.
- .5 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .6 The Contractor, upon receipt of an authorized contract, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .7 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours. When extra service is required, the authorized person will notify the Contractor and detail the job to be performed.
- .8 The Contractor will report to the Engineer or authorized person prior to starting work and upon completion of work on a daily basis to sign in and out.
- .9 The Contractor will submit one invoice monthly covering all charges. The invoice will identify the type of service provided, location and the hourly rate. In addition, the invoice shall reference the Contract, work order and requisition numbers. Any invoices for extra work must itemize technicians' names, dates and hours worked, materials used (if any) complete with copies of the contractor's invoices verifying correct mark-up on materials.
- 1.15 Security Clearance .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, operators and labourers. This roster must be made available to the Engineer upon request.

1.15 Security
Clearance
(Cont'd)

- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.
- .3 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

PART 1 - GENERAL

- | | | |
|------------------------------------|----|---|
| <u>1.1 References</u> | .1 | Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations. |
| | .2 | Province of New Brunswick Occupational Health and Safety Act, 1991. |
| | .3 | National Building Code of Canada, 2010. |
| <u>1.2 Regulatory Requirements</u> | .1 | Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, 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. |
| <u>1.3 Responsibility</u> | .1 | Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these. |
| | .2 | Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan. |
| | .3 | As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer. |
| | .4 | 5 CDSB Gagetown 5 Engineer Services Unit employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not |

- 1.3 Responsibility (Cont'd) .4 (Cont'd)
forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.
- 1.4 Unforeseen Hazards .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of 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

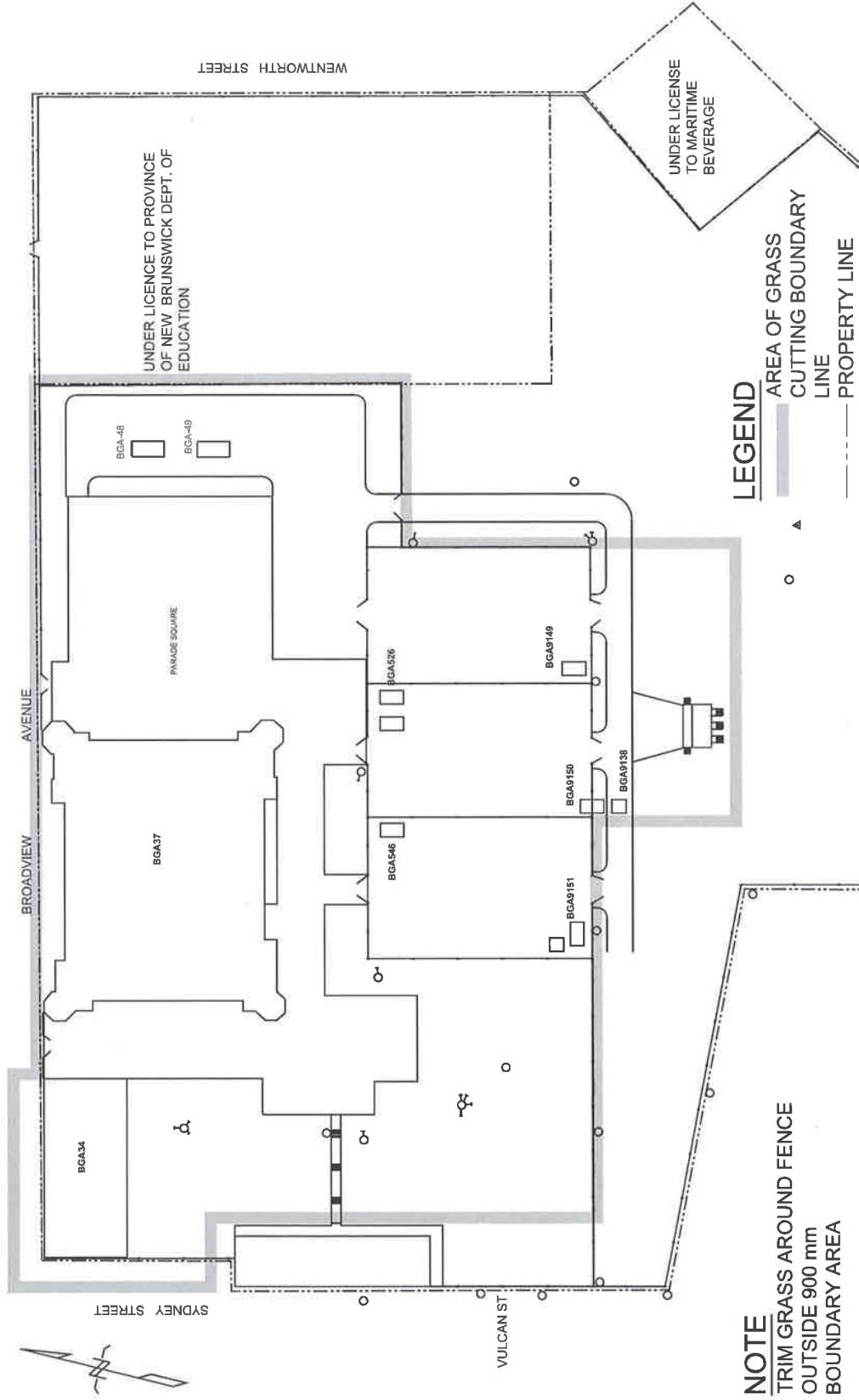
- | | | |
|-------------------------------|----|--|
| <u>1.1 General</u> | .1 | Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment. |
| <u>1.2 Fires</u> | .1 | Fires and burning of rubbish on site not permitted. |
| <u>1.3 Disposal of Wastes</u> | .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. |
| <u>1.4 Spill Protection</u> | .1 | The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc). |



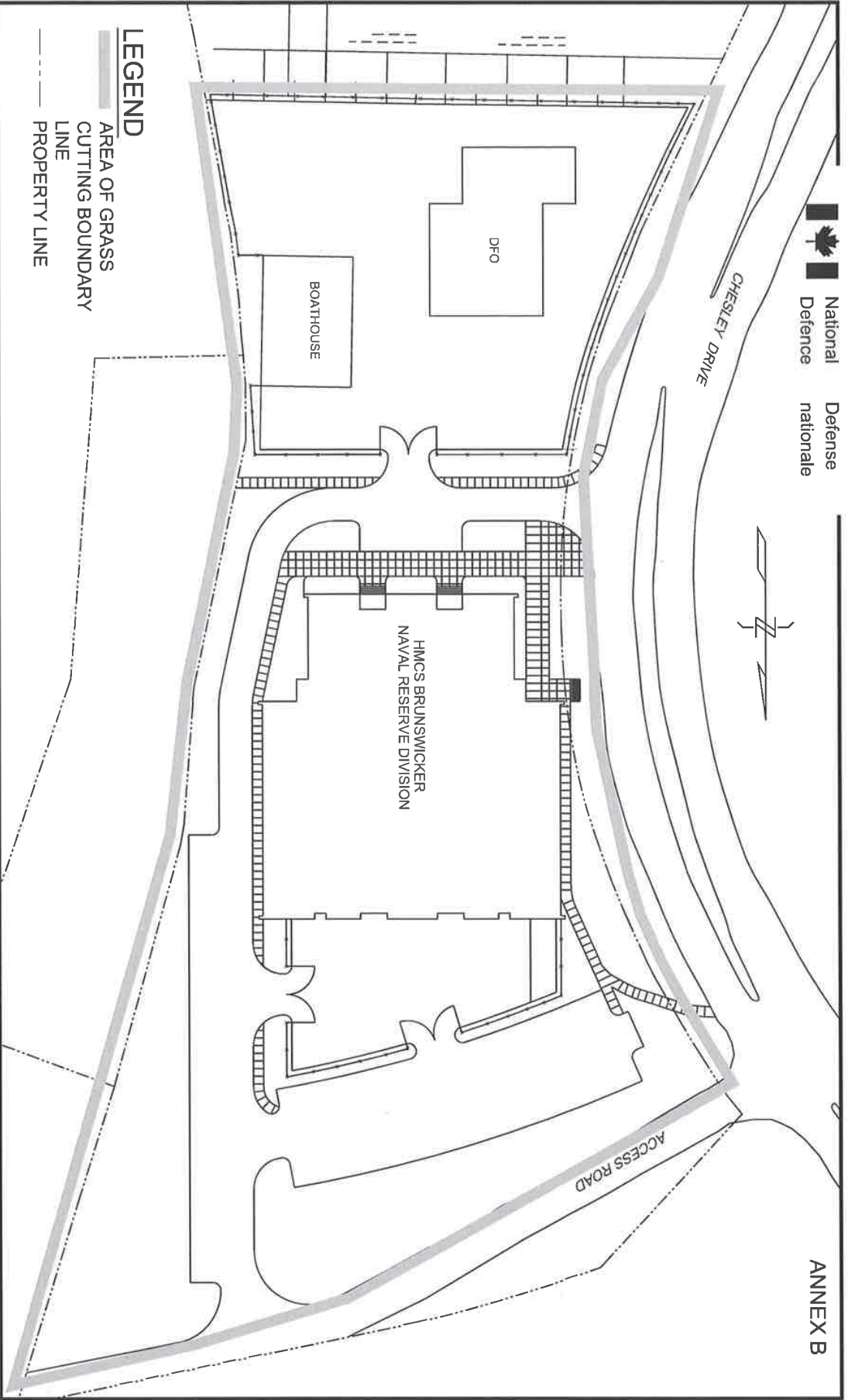
National
Defence

Defense
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ANNEX A



PROJECT:		APPROVED:	
SERVICE CONTRACT GRASS CUTTING SAINT JOHN ARMOURIES			
SUBJECT:		SCALE: N.T.S.	
BARRACK GREEN ARMOURY SITE PLAN		PROJECT NO.:	
DATE: 2014 / 06 / 10		DWG NO.: L - S255/1-0301/220	



LEGEND

- AREA OF GRASS CUTTING BOUNDARY
- LINE
- PROPERTY LINE

PROJECT:
SERVICE CONTRACT GRASS
CUTTING SAINT JOHN ARMOURIES

SUBJECT:
HMCS BRUNSWICKER SITE PLAN

DATE: 2014 / 06 / 10

APPROVED:			
SCALE:	N.T.S.		
PROJECT NO.:			

DWG NO.: L - S255/1-0301/220

Annex C

b No. L-S255/1-0301/220
2014-06-10

**BASIS OF PAYMENT
PRICING SCHEDULE
01 April 2015 to 31 March 2016**

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Total Price \$ ¢
1	Unit rate for Grass Cutting Services on all areas at Barrack Green Armoury as shown in Annex A for the months of May to September.	per	5		
2	Unit rate for Grass Cutting Services on all areas at HMCS Brunswick as shown in Annex B for the months of May to September.	per	5		
3	Unit rate for Cut and Trim Grass at Barrack Green Armoury as shown in Annex A as and when requested by the Engineer.	per	6		
4	Unit rate for Cut and Trim Grass at HMCS Brunswick as shown in Annex B as and when requested by the Engineer.	per	6		
5	Unit rate for landscaping maintenance services as and when requested by the Engineer.	hour	80		
6	Unit rate for two (2) meter rotary field mowers with operator as and when requested by the Engineer.	hour	60		
7	All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage of mark-up. The contractor is to submit a percent of mark-up on materials for tendering purposes	allowance	10,000.00		
<u>Total Estimated Amount used for Evaluation</u>					<u>\$0.00</u>

Annex C

h No. L-S255/1-0301/220
2014-06-10

Note: The estimated quantity entered in column four (4) for each items three (3), four (4) five (5), six (6) and seven (7) are an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.