



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving

Box/Boîte de Réception des Soumissions

Bid Receiving Box/Boîte de Récepti

1st Floor/1<sup>ère</sup> étage, Suite 1212

100-1045 Main Street

Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

## 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

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

<b>Title - Sujet</b> Grass Cutting #4 - Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W6898-200489/A	<b>Date</b> 2020-02-26
<b>Client Reference No. - N° de référence du client</b> W6898-200489	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-041-5714
<b>File No. - N° de dossier</b> MCT-9-42147 (041)	<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 2020-04-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<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> Owens (MCT), Shannon	<b>Buyer Id - Id de l'acheteur</b> mct041
<b>Telephone No. - N° de téléphone</b> (506) 962-5402 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN Bldg 18 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT - BID .....	2
1.2 DEBRIEFINGS .....	2
1.3 TRADE AGREEMENTS .....	2
1.4 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	2
2.2 SUBMISSION OF BIDS .....	3
2.3 FORMER PUBLIC SERVANT - COMPETITIVE BID .....	4
2.4 ENQUIRIES - BID SOLICITATION .....	5
2.5 APPLICABLE LAWS .....	5
2.6 INSURANCE – PROOF OF AVAILABILITY PRIOR TO CONTRACT AWARD .....	5
2.7 WORKERS COMPENSATION CERTIFICATION – LETTER OF GOOD STANDING .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES AND BASIS OF SELECTION .....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 SECURITY REQUIREMENTS .....	8
6.2 REQUIREMENT - CONTRACT .....	9
6.3 STANDARD CLAUSES AND CONDITIONS .....	9
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	9
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	10
6.7 PAYMENT .....	10
6.8 INVOICING INSTRUCTIONS .....	11
6.9 CERTIFICATIONS - COMPLIANCE .....	11
6.10 APPLICABLE LAWS .....	11
6.11 PRIORITY OF DOCUMENTS .....	11
6.12 SACC MANUAL CLAUSES .....	12
6.13 INSURANCE - SPECIFIC REQUIREMENTS .....	12
6.14 COMMERCIAL GENERAL LIABILITY INSURANCE .....	12

## **LIST OF ANNEXES**

ANNEX "A" - REQUIREMENT  
ANNEX "B" - BASIS OF PAYMENT  
ANNEX "C" - EVALUATION CRITERIA AND BASIS OF SELECTION  
ANNEX "D" - to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS  
ANNEX "E" - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement - Bid

The work covered under this Service Contract comprises the furnishing of all labour, material, tools, supervision, and equipment required to cut grass or bush – as shown on drawings – for the following areas:

B. C and D Zones and Partial N Zone, Argonaut, Goan's Orchard and Swift Water Site

The service Contract will extend from Date of Award to March 31, 2021 with two (2) one-year option periods. The services must be provided in accordance with the specifications attached at Annex A.

### 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.

### 1.3 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### 1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 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](#) (2019/03/04) 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

SACC Reference	Section	Date
A0220T	Evaluation of Pricing	2014/06/26
C9000T	Pricing	2010/08/16

### 2.2 Submission of Bids

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

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

**NOTE: This is NOT a Public Opening.**

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 2.2.2 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 5 CDSB Gagetown, Oromocto, NB on 12 March 2020. The site visit will begin at 11:00 ADT, in 238 Champlain Avenue, Building B-18.

Bidders must communicate with the Contracting Authority no later than 10 March 2020 at 17:00 ADT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 2.3 Former Public Servant - Competitive Bid

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 Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) days 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 – Proof of Availability Prior to Contract Award**

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 below (Section 6.14).

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

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid  
Section II: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)  
Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **Section II: Certifications**

Bidders must submit the certifications and additional information 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 "C" 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 AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.



### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### 5.2.3 Additional Information

1. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.
2. The Contractor must have a minimum of three (3) years' experience as a grass contractor and must provide two (2) references from previous contracts upon request.

## 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 the Contract.

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## 6.2 Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

## 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 (2018/06/21), 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 Date of Award to March 31, 2021

### 6.4.2 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) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon Owens  
Title: A/Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 962-5402  
Facsimile: (506) 851-6759  
E-mail address: shannon.owens@pwgsc-tpsgc.gc.ca

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

## 6.5.2 Project Authority

### Details will be provided in any resulting contract

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 (Offeror please complete)

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

## 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 - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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#### **6.7.2 Limitation of price**

SACC Manual clause C6000C (2017/08/17) Limitation of price

#### **6.7.3 Monthly Payment**

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

#### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.8 Invoicing Instructions**

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

#### **6.9 Certifications - Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **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 (2018/06/21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement (Specifications);
- (d) Annex B, Basis of Payment
- (e) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) the Contractor's bid dated \_\_\_\_\_

#### 6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

#### 6.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below (Section 6.14). The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within seven (7) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 6.14 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) **Notice of Cancellation:** The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) **Non-Owned Automobile Liability - Coverage** for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) **Sudden and Accidental Pollution Liability** (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) **Litigation Rights:** Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice

Solicitation No. - N° de l'invitation  
W6898-200488/A  
Client Ref. No. - N° de réf. du client  
W6898-200488

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-9-42148

Buyer ID - Id de l'acheteur  
mct041  
CCC No./N° CCC - FMS No./N° VME

---

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  
W6898-200488/A  
Client Ref. No. - N° de réf. du client  
W6898-200488

Amd. No. - N° de la modif.  
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MCT-9-42148

Buyer ID - Id de l'acheteur  
mct041  
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---

ANNEX "A" – REQUIREMENT  
(*See Attached*)

ANNEX "B" – BASIS OF PAYMENT  
(*See Attached*)

ANNEX "C" - EVALUATION CRITERIA AND BASIS OF SELECTION  
(*See Attached*)

ANNEX "D" - to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS  
(*See Attached*)

ANNEX "E" - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR  
OWNERS OF THE BIDDER  
(*See Attached*)






**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION  
SERVICE CONTRACT**

**GRASS CUTTING BASE # 4  
B, C AND D ZONES AND PARTIAL M ZONE,  
ARGONAUT, GOAN'S ORCHARD AND SWIFT WATER SITE  
01 MAY 2020 TO 31 MARCH 2021  
WITH OPTION TO RENEW  
FOR TWO-ONE YEAR PERIODS**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9301/250

Date: 2019-05-15

<b>NATIONAL DEFENCE</b>	<b>LIST OF CONTENTS</b>	<b>SECTION 00000</b>
<b>JOB NO.L-G2-9301/250</b>		<b>PAGE 1</b>
<b>5 CDSB GAGETOWN, N.B.</b>		<b>2019-05-15</b>

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	4
<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>Division 02 - Existing Conditions</u>		
02 97 00	Grass Cutting	3
<u>List of Drawings</u>		
L-G2-9301/250-101	Site Plan - Base	1

**END OF SECTION**

#### 1.01 DESCRIPTION OF WORK

- .1 The work covered under this Service Contract comprises the furnishing of all labour, material, tools, supervision and equipment required to cut grass or bush, as shown on drawings for the following areas:
  - .1 Base B, C, D zones and partial M zone Argonaut, Goan's Orchard and Swift Water Site.

#### 1.02 DURATION OF CONTRACT

- .1 The duration of this Contract will be from 01 May 2020 to 31 March 2021 with an option to renew two - one year periods.

#### 1.03 QUALIFICATIONS

- .1 All operators and trimmers must be qualified and experienced in the proper operation of machinery and equipment. All employees must be trained in proper fueling methods, spill control and mandatory use of personnel protective equipment.

#### 1.04 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
  - Contracts Office
  - Real Property Operations Det Gagetown
  - Building B-18
  - 238 Champlain Avenue
  - P.O. Box 7000 Stn Forces
  - Oromocto, NB E2V 4J5
  - Tel: (506) 422-2677
  - Fax: (506) 422-1248

#### 1.05 DOCUMENTS REQUIRED

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

#### 1.06 CONTRACTOR'S USE OF SITE

- .1 There will be **NO** storage of equipment, materials or fuel storage area as part of this contract.
- .2 Access to the site of the work to be as directed by the Engineer.
- .3 Movement around the site is subject to restrictions laid down by the Engineer and Military requirements.
- .4 Do not unreasonably encumber the site with materials or equipment.

#### 1.07 GUARANTEE

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

#### 1.08 CODES AND STANDARDS

- .1 Perform all work in accordance with Canada Labour Code Part 2. Employer must provide PP&E to workers and ensure safety standards are met.
- .2 Contractor must be registered with WorkSafeNB and provide a current copy of this to the Engineer.
- .3 Comply with the requirements of Workplace Hazardous Material Information System (WHMIS) regarding use, handling, storage and disposal of hazardous material, labeling and provision of MSDS acceptable to Human Resources and Skills Development Canada and Health Canada.

#### 1.09 WORK REQUISITION

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

#### 1.10 BASIS OF PAYMENT

- .1 The Contractor will submit prices for the following in accordance with the specification, such prices will include supervision, expenses, tools, equipment (including mobilization and demobilization of equipment), transportation and profit. Rates submitted will be for time on the job site. Travel time to and from the contractors base of operation will not be charged but will be included in the rates provided.
- .2
  - .1 Unit price to cut areas to a height of 75mm following the specification for B, C and D zones, and partial M zone.
  - .2 Unit price to cut areas to a height of 75mm as indicated on site plan for both side of road leading to and including Camp Argonaut.
  - .3 Unit price to cut areas to a height of 75mm as indicated on site plan for Waste Water Treatment Plant (WWTP) and Lindsay Valley Lodge (LV-9).
  - .4 Unit price to cut areas to height of 75mm the Swift Water Site and Goan's Orchards.
- .3 Trimmer/Brush saw including operator to trim additional areas.
- .4 Tractor/Skid Steer equipped with Bush Hog and operator to cut over grown areas.

#### 1.11 CONTRACTOR PASSES

- .1 All Contractor employees will carry an authorized Contractor pass while employed on DND property. Such passes will be produced when requested by the Military police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete a Contractor application form for each individual. The Contractor will accompany the employee to the Military Police Identification Section (F-19) for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer within 14 days of issue of contract, or as approved by the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section.

#### 1.12 SECURITY CLEARANCES

- .1 The Contractor shall maintain an up to date roster of all employees involved in this Contract including managers, supervisors, operators, labourers. This roster must be made available to the Engineer upon request.

#### 1.13 DAMAGE TO FACILITIES

- .1 The Contractor will take all necessary precautions to protect and prevent damage to all property and installations. Damage caused by the Contractor will be made good without undue delay, to the complete satisfaction of the Engineer.

#### 1.14 HOURS OF WORK

- .1 The Contractor will have enough manpower and equipment to complete work within normal hours of work Monday to Friday from 0730 to 1700 hours during the period of this contract. On site negotiations between the Contractor and the Engineer may **occasionally** extend the hours of work to take advantage of weather conditions, or for other reasons, as approved in writing by the Engineer.

#### 1.15 ON-SITE SUPERVISOR

- .1 The Contractor will provide at the job site, a non working supervisor with a vehicle and cell phone, capable of and having authority to speak on their behalf on day-to-day routine matters. He will direct all operations and ensure all work is fully completed as per the specification.
- .2 The non working supervisor is not to leave the zone during cutting operations unless authorized by the Engineer.

#### 1.16 SPECIAL INSTRUCTIONS

- .1 Regardless of existing ground conditions, all areas shown on the drawing or listed in the specification are to be mowed and trimmed. Where areas are inaccessible to operator mounted equipment, hand mowers, trimmers, or other equipment will be used to produce a satisfactory end result. The

Contractor's equipment must be capable of traversing rough or uneven terrain which exists within the area to be cut.

- .2 Company name to be identifiable on all equipment including Truck, Trailers and mowing equipment. Must be of size that is accepted to the satisfaction of the Engineer.

#### 1.17 SITE VISIT

- .1 A mandatory site visit to review areas of cuts and concerns will be scheduled by the Engineer.

END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 1991.
- .3 National Building Code of Canada, (Latest Edition).

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.
- .5 Personnel working in, on or around moving equipment or roadways shall wear highly visible clothing.

### **1.04 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.

#### 1.05 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.

#### 1.06 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.

END OF SECTION



## **1 GENERAL**

### **1.01 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.

### **1.02 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.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 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.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .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.

#### 1.07 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.

#### 1.08 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.
- .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.

#### 1.09 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.

**END OF SECTION**

## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

### **1.02 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

### **1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into wetlands, waterways, storm or sanitary sewers.

### **1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).
- .2 In case of fuel or hydraulic leaks and or spills all mowers will carry adequate cleanup/absorbent material for immediate response.
- .3 In the event of a spill the Contractor will immediately take corrective action to clean up the material and inform Engineer so the area can be checked.
- .4 In the event of a spill over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the Fire Hall(G3) at 442-2000 local 2106.
- .5 5 CDSG Gagetown Emergency Spill Response Procedures 2015 or latest version.
- .6 All equipment shall be in good working order, free of leaks with appropriate sound muffling devices.
- .7 Do not refuel self-propelled equipment within 100m of watercourses or wetlands.
- .8 Ensure employees are trained spill response procedures and the use of spill clean-up materials.
- .9 Feeding or harassing of wildlife is not permitted.

**END OF SECTION**

## **1 GENERAL**

### **1.01 WORK INCLUDED**

- .1 Work includes the following:
  - .1 Mowing;
  - .2 Trimming;
  - .3 Clean up;
  - .4 Bush Hogging; and
  - .5 Supervision.

### **1.02 FREQUENCY OF WORK AND CUT HEIGHT**

- .1 To be performed on an as and when required basis when requested by the Engineer. Frequency of cutting will depend on weather conditions and growth rates.
- .2 Contractor will cut grass at specified heights and frequencies as identified in this specification.

## **2 PRODUCTS**

### **2.01 EQUIPMENT**

- .1 Equipment required to cut all areas indicated on attached drawing to produce a satisfactory end result within given time line.
- .2 Contractors will present prior to award, a list of the equipment they propose to use for the Contract. The equipment list is to include the manufacturer's name, model, and capacity. Prior to award of contract, the Contractor will make arrangements with the Engineer for inspection of equipment. If the equipment does not meet the approval of the Engineer, the contract will not be awarded.
- .3 All grass cutting equipment will be maintained in first class condition. The equipment will be inspected frequently and will be to the satisfaction of the Engineer. Mowers which cause scalping and turf damage will not be used.
- .4 Should a tractor be used, a gauge on the tractor is required to indicate RPM of PTO drive to rotary finish mower. The RPM of PTO drive will be monitored during cutting operations to ensure compliance with mower requirements.
- .5 The Contractor will supply a service vehicle with a mechanic on staff at all times during grass cutting to expedite prompt equipment repair when necessary.

### 3 EXECUTION

#### 3.01 MOWING

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

#### 3.02 TRIMMING

- .1 Trim grass around buildings, fences, poles, signs, hedges, trees, propane tanks and all other physical obstructions within areas of grass mowing.
- .2 Ensure trimming/grass cutting is completed within 4 hours of each other.
- .3 Trim grass to same height as mowed grass in the applicable area.
- .4 Prevent damage to trees and other physical obstructions when using power operated trimmers.
- .5 In order to prevent damage to vehicles, scheduling of trimming may need to be carried out during silent hours when parked vehicles are not present. Damage to vehicles will be contractors responsibility.
- .6 Trimming to be completed in such a way to blow grass away from walkways, roads, parking areas, flower beds, buildings and vehicles.

#### 3.03 GRASS CLIPPINGS

- .1 All clippings from trimmers and or mowers left on sidewalks or building entrances are to be removed immediately after cutting. This is to reduce grass from being tracked into buildings. These areas will be sweep by hand or a power activated brush.

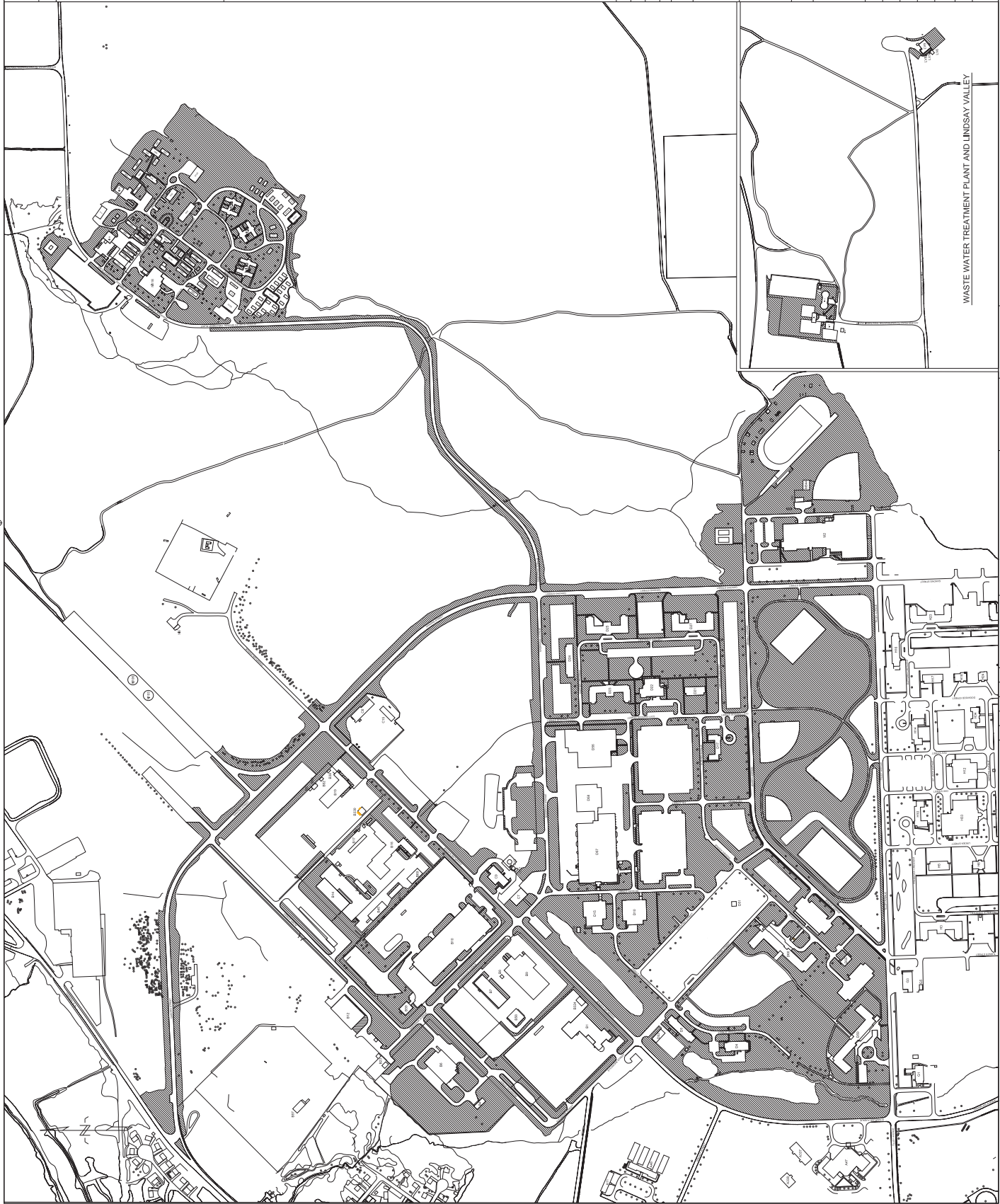
#### 3.04 SPECIAL NOTES


- .1 The grassed areas to be cut under this contract contain a high density of weed growth. Regardless of this problem, the cutting activity must be executed in such a manner and with the types of equipment which will provide an acceptable grounds appearance following the cutting operation. Failure to provide an acceptable finish appearance will be considered grounds for withholding payment for the area involved.
- .2 The growth rate varies in each area included in the contract depending upon soil conditions, moisture, turf condition, and type of grass and weed

present. The intent of the contract is to provide an acceptable standard of grounds appearance following each cut.

- .3 Ditch bottoms and slopes are included and must be cut using hand operated tools.
- .4 The Contractor must have sufficient personnel and equipment available to be able to cut all areas on the Contract as identified in Section 00 21 13 Subsection 1.14 Hours of Work. This is critical during May, June, and July, when cut frequency is at its highest rate.
- .5 The Contractor must have a minimum of 3 years proven experience as a grass cutting contractor and shall provide references of previous contracts upon request.
- .6 Contractor to provide monthly reports indicating litres of fuel consumed in specific makes and models of equipment. Type of fuel used (gas/diesel, mixed gas) to be indicated along with horsepower of equipment.

**END OF SECTION**



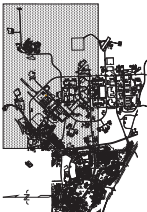


Gouvernement  
du Canada


Government  
of Canada

LEVEL OF SECURITY NIVEAU DE SÉCURITÉ

UNCLASS / NON CLASSIFIÉ



LEGEND

 AREA OF WORK

NOTE:

GRASS AREAS INDICATED ARE APPROXIMATE

#	MY/IM/DD	REVISION DESCRIPTION	J.C.J.
NO.	DATE	REVISION	APPR.
SCALE / ÉCHELLE			
1:5000			
LOCATION / POSITION			
100 BROAD ROAD			
OROMOCITO			
NEW BRUNSWICK			
PROJECT / PROJET			
SERVICE CONTRACT			
GRASS CUTTING #4			
BASE B AND D CONCRETE			
PAVING AND GRASS			
ORCHARD AND SWIFT WATER SITE			
SITING			
TRADE / MÉTIER	DATE		
SUBJECT / SUJET	2019/05/15		

SITE PLAN

PRODUCTION

DESIGNED / ÉLÉVÉ

DRAWN / DÉSSINÉ

CHECKED / VÉRIFIÉ

COORDINATION

WEB NO. / NO. CDP

DWG. NO. / NO. DESSIN

REVIEWED / REVU

DES. C / D DES

PROJ. MAN. / GÉST. PROJ.

DES. MAN. / GÉST. CONC.

FILE / DOSSIER

PC NO. / NO. CDP

SC

WASTE WATER TREATMENT PLANT AND LINDSAY VALLEY



### ANNEX “B” – BASIS OF PAYMENT

It is mandatory that bidders submit firm rates for all items for the Initial Period of the Service Contract and the two Option Periods. Failure to do so shall render the bidder's proposal non-responsive.

The estimated quantity entered in column four for each item is 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.

Prices below should be exclusive of taxes. Applicable taxes are extra.

Job No. L-G2-9301/250				Term A – Initial Period Date of Award to March 31, 2021		Term B – Option Period #1 May 1, 2021 to March 31, 2022		Term C – Option Period #2 May 1, 2022 to March 31, 2023	
Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Unit price to cut areas to a height of 75mm following the specification for B, C, D and partial M zone.	Per Cut	20	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Unit price to cut areas to a height of 75mm as indicated on site plan for both side of road leading to and including Camp Argonaut.	Per Cut	15	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Unit price to cut area to a height of 75mm as indicated in site plan for Waste Water Treatment Plant and Lindsay Valley Lodge	Per Cut	15	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Unit price to cut areas to a height of 75mm the Swift Water Site and Goan's Orchard	Per Cut	8	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation  
W/6898-200489/A  
Client Ref. No. - N° de réf. du client  
W/6898-200489

Amd. No. - N° de la modif.  
mct041  
File No. - N° du dossier  
MCT-9-42147

Buyer ID - Id de l'acheteur  
mct041  
CCC No./N° CCC - FMS No./N° VME

Job No. L-G2-9301/250				Term A – Initial Period Date of Award to March 31, 2021		Term B – Option Period #1 May 1, 2021 to March 31, 2022		Term C – Option Period #2 May 1, 2022 to March 31, 2023	
Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
5	Trimmer/Brush saw including operator to trim additional areas	Per Hour	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Tractor/Skid Steer equipped with Bush Hog and operator to cut over grown areas.	Per Hour	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Totals =				A =	\$ _____	B =	\$ _____	C =	\$ _____
TOTAL (A + B + C) = \$ _____									

## **ANNEX "C" - EVALUATION CRITERIA AND BASIS OF SELECTION**

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

### **A. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) initial period including two (2) option periods in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Bidders (or their representatives) must attend a mandatory site visit during the bid solicitation period. The Certification of Mandatory Site Visit form must be included with your bid document.
4. 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.
5. 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.
6. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.
7. The Contractor must have a minimum of three (3) years' experience as a grass contractor and must provide two (2) references from previous contracts upon request.

### **B. 2007/05/25 A0069T Basis of Selection (Mandatory Requirements Only)**

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

Solicitation No. - N° de l'invitation  
W6898-200489/A  
Client Ref. No. - N° de réf. du client  
W6898-200489

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-9-42147

Buyer ID - Id de l'acheteur  
mct041  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W6898-200489/A  
Client Ref. No. - N° de réf. du client  
W6898-200489

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-9-42147

Buyer ID - Id de l'acheteur  
mct041  
CCC No./N° CCC - FMS No./N° VME

**ANNEX “E” - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS  
AND/OR OWNERS OF THE BIDDER**

Complete Legal Name of Supplier: \_\_\_\_\_

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

Supplier Procurement Business Number (PBN): \_\_\_\_\_

**NOTE TO BIDDERS: WRITE DIRECTORS’ AND/OR OWNERS’ SURNAMES AND GIVEN NAMES**

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.