



**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/1ière 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**

All enquiries are to be submitted in writing to the  
Contracting Authority, Darlene Reay, by e-mail at:  
darlene.reay@pwgsc.gc.ca.

**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 #1 - Small Arms Range GRASS CUTTING #1 SMALL ARMS RANGES, ASA, SW-11, CAMP PETERSVILLE, TI	
<b>Solicitation No. - N° de l'invitation</b> W6898-210513/A	<b>Date</b> 2021-03-18
<b>Client Reference No. - N° de référence du client</b> W6898-210513	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-034-5973
<b>File No. - N° de dossier</b> MCT-0-43079 (034)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2021-04-15</b> Heure Avancée de l'Atlantique HAA	
<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> Reay (MCT), Darlene	<b>Buyer Id - Id de l'acheteur</b> mct034
<b>Telephone No. - N° de téléphone</b> (902) 314-7957 ( )	<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 17000, B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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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W6898-210513/A  
Client Ref. No. - N° de réf. du client  
W6898-210513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mct-0-43079

Buyer ID - Id de l'acheteur  
mct034  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

See Instructions to Bidders Annex E.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses

### **1.3 Debriefings**

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

### **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>) 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 (2020/05/28) 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**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[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

### 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 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Former Public Servant

#### 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 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: 2019-01 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.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than (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 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **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: Technical Bid – Not applicable  
Section II: Financial Bid –Annex A Basis of Payment  
Section III: Certifications Bidders must submit the certifications and additional information required under Part 5  
Section IV: Additional Information

- 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: Technical Bid (\_\_\_0\_\_\_ hard copies)  
Section II: Financial Bid (\_\_\_1\_\_\_ hard copies)  
Section III: Certifications (\_\_\_1\_\_\_ hard copies)  
Section IV: Additional Information (\_\_\_1\_\_\_ hard copies)

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.

#### **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.

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

### **4.1 Evaluation Procedures**

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

### **4.2 Basis of Selection**

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.

## **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>), 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 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 Certifications Precedent to Contract Award**

See Annex B.

## **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** See Annex E.

### **6.2 Statement of Work**

#### **Statement of Work - Contract**

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>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010C (2020/05/28), 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 from May 1, 2021 to March 31, 2022.

#### **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 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: Darlene Reay  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: Sherwood Business Centre  
161 St. Peters Road  
2nd Floor, Suite 204  
Charlottetown, PE  
C1A 5P7  
Telephone: (902)314-7957  
Facsimile: (902) 566-7514  
E-mail address: darlene.reay@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation  
W6898-210513/A  
Client Ref. No. - N° de réf. du client  
W6898-210513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mct-0-43079

Buyer ID - Id de l'acheteur  
mct034  
CCC No./N° CCC - FMS No./N° VME

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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 -

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 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: 2019-01 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

#### Basis of Payment

For the Work described in Annex E.

### 6.7.2 Limitation of price

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

### 6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

### 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.

## 6.9 Certifications and Additional Information

### 6.9.1 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) 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- (c) Annex E, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_ as amended on \_\_\_\_\_.

### 6.12 SACC Manual Clauses

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

### 6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

### 6.14 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements. 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, 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.

## 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 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  
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.

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## **ANNEX "A"**

### **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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**W6898-210513 -The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.  
NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS.  
HOWEVER, ANY CONTRACT AWARD WILL BE FROM May 1, 2021 to March 31, 2022.**

Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	A - TERM May 1, 2021 to March 31, 2022		B - Option Year April 1, 2022 March 31, 2023		C - Option Year April 1, 2023 to March 31, 2024	
				Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
1	Unit Price to cut and trim to a height of 75mm as indicated on site plans for Vimy Range.	Per Cut	12						
2	Unit price to cut and trim to a height of 75mm as indicated on site plan for Amiens Range.	Per Cut	12						
3	Unit price to cut area to a height of 75mm as indicated on site plan for Mons Range.	Per Cut	12						
4	Unit price to cut and trim to a height of 75mm as indicated on site plan for identified areas in K and L Zones.	Per Cut	20						
5	Unit price to cut and trim to a height of 75mm as indicated on the site plan for Reichwald Range.	Per Cut	12						
6	Unit price to cut and trim to a height of 75mm as indicated on the site plan for 3 X 50 metre ranges.	Per Cut	12						
7	Unit price to cut and trim to a height of 75mm as indicated on the site plan for Batouche Range.	Per Cut	12						
8	Unit price to bush hog area outside fenced area at ASA. Some areas may require hand operated brush/trim saws to remove vegetation.	Per Cut	3						
9	Unit price to cut and trim to a height of 75mm as indicated on site plan for ASA area.	Per Cut	12						

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Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
10	Unit price to cut and trim to a height of 75mm as indicated on site plan for Camp Petersville.	Per Cut	12						
11	Unit price to cut and trim to a height of 75mm the SW-11 septic system.	Per Cut	12						
12	Mower including operator to cuts additional areas such as South Boundary Demolition Range, Small Charge Range, Bivouac sites, Airstrips, Weather Monitoring sites and other sites within 5 CDSB Gagetown.	Per Hour	100						
13	Trimmer/Brush Saw including operator to trim/cut additional areas.	Per Hour	150						
14	Tractor/Skid Steer equipped with Bush Hog including operator for areas not covered in .8 above.	Per Hour	100						
<b>Total For First Year &amp; Option Years</b>					\$		\$		\$
<b>GRAND TOTAL FOR FIRST YEAR AND OPTION YEARS</b>					A		B		C
					<b>A, B AND C</b>				\$

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## **ANNEX "B"**

### **MANDATORY REQUIREMENTS**

#### **EVALUATION CRITERIA AND BASIS OF SELECTION**

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

##### **Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.

##### Within three days of request from Contracting Authority and prior to award of the Service Contract

3. Provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Proof of \$2 Million General Liability Insurance (Part 6 – Resulting Contract Clauses, 6.14 Insurance – Specific Requirements).
5. The Contractor must have a minimum of 3 years proven experience as a grass contractor and shall provide references of previous contracts upon request.
6. Contractors shall provide to PWGSC a list equipment to include year, make and model.
7. Equipment shall be inspected and accepted by Engineer prior to issuance of this Service Contract.

##### **2. 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 recommended for award of a contract.



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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)

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## **ANNEX "E"**

### **STATEMENT OF WORK**