

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Landscape Maintenance	
Solicitation No. - N° de l'invitation ET025-122172/A	Date 2012-03-16
Client Reference No. - N° de référence du client ET025-122172	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-101-7964	
File No. - N° de dossier WPG-1-34368 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-03	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tetrault, Renata	Buyer Id - Id de l'acheteur wpg206
Telephone No. - N° de téléphone (204) 983-1512 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PUBLIC WORKS AND GOVERNMENT SERVICES CANADA "SEE HEREIN"	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Mandatory Site Visit

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance Requirements
12. SACC Manual Clauses

List of Annexes:

- Annex A Statement of Work
Annex B Basis of Payment
Annex C Insurance Requirements

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Summary

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held **on March 26, 2012 at 13:30 at Department of Fisheries and Oceans, 501 University Crescent**. Bidders must communicate with the Contracting Authority no later than two (2) working day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1. Mandatory Criteria

- 1. Ability to perform the full scope of work as detailed in Annex A.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

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

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible

contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **YES** (☐) **NO** (☐)

If so, the Bidder must provide the following information:

- (a) name of former public servant;

(b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Canadian Content Certification

1.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

1.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract from 1 May 2012 to 30 April 2013.

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 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 fifteen (15) 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.

5. Authorities**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Renata Tetrault
Supply Specialist
Public Works and Government Services Canada
Western Region, Acquisitions
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1
Telephone: (204) 983-1512
Facsimile: (204) 983-7796
E-mail address: renata.tetrault@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.

5.2 Technical Authority

The Technical Authority for the Contract is: to be determined

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Phone: _____

Fax: _____

Email: _____

6. Payment**6.1 Basis of Payment****6.1.1 Basis of Payment - Firm Lot Price**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$_____ (*insert at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Price

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

6.3 Monthly Payment

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

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7. Invoicing Instructions

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

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

SACC Manual clause A3060C(2008-05-12) Canadian Content Certification

9. Applicable Laws

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

10. 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 (2011-05-16), General Conditions - Services (Medium Complexity),
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____ (*insert date of bid*).

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

Solicitation No. - N° de l'invitation

ET025-122172/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg101

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

ET025-122172

File No. - N° du dossier

WPG-1-34368

CCC No./N° CCC - FMS No/ N° VME

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 ten (10) 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

ANNEX A**STATEMENT OF WORK**

**GROUNDS MAINTENANCE
FISHERIES AND OCEANS CANADA
501 University Crescent
Winnipeg**

SECTION 1 - GENERAL PROVISIONS**A. General**

1. Unless otherwise specified, all instruction herein specifies the duties and obligations of the Contractor.

B. Work Description and Schedule

1. Scope of Work under this contract includes the provision of all labour, material and equipment necessary to complete the work and provide services as listed herein.
2. All work undertaken in accordance with the specification of this contract shall take place at the Fresh Water Institute located at 501 University Crescent, Winnipeg, Manitoba.

C. Security

1. The contractor's staff shall cooperate fully with PWGSC and other authorities employed by the Government of Canada on matters of security. Such cooperation shall include answering all questions and submitting to search of the contractor's materiel and equipment.
2. Do not leave containers, packages or cases unattended.
3. Do not leave any materials or tools on the grounds overnight
4. Schedule all work occurring after regular working hours with the PWGSC representative before starting.

D. Safety

1. Follow and apply to work practice, all standards respecting personnel safety and fire hazards as recommended by applicable codes and by authorities having jurisdiction concerning equipment and work procedures and practices.
2. Ensure all equipment used to perform the work is in good repair and safe operating condition. PWGSC reserves the right to stop the work on the site where equipment and work practice is judged to be unsafe, unsuitable, or otherwise defective.
3. Report all accidents causing personal injury or damage to property, to PWGSC.
4. Report any accidental spills involving hazardous or controlled substances immediately.
5. When working in those areas bounded by the chain link fence and the building structure, hard hats must be worn.

E. Supplies and Equipment

1. Supply all material and equipment required to carry out the terms of the contract.
2. PWGSC reserves the right to disallow use of equipment that is unsafe, damaged or in poor operating condition.

3. Do not store any equipment on the site without prior arrangement with PWGSC.
4. Do not store any chemicals on the site.

F. Materials & WHMIS Compliance

1. PWGSC reserves the right to sample and test any product used on site for CGSB compliance.

G. Damage to Property

1. Report any damaged site features or equipment encountered, to PWGSC on site as soon as possible.
2. Repair all damage caused by contractor's personnel and equipment as a result of activities or presence on the site.
 - i. Report damage immediately to PWGSC.
 - ii. Obtain approval from PWGSC for repairs and replacements and complete repairs within seven days of that approval.
 - iii. Return landscaping, features, fixtures and building elements to their original condition before damage. Scalping of turf and mechanical damage to trees including tearing of bark shall be considered as damage.

H. Regulations and Directives

1. Ensure all activities carried out under this contract conform to the following regulations:
 - i. All laws and regulations concerning environmental stewardship, safety, health and security as implemented by the Government of Canada, Province of Manitoba and any municipal authorities having jurisdiction.
 - ii. Respect in full, the directives from the Crown concerning entry and departure and security control of the building.
 - iii. Evacuate the building or otherwise cease operations at the site when required during an emergency or emergency evacuation drill, and follow all directions given by the authorized representatives of the Crown.
 - iv. In the event of an emergency evacuation, do not reenter the building without the express authorization of the Health Canada Representative and remain on the designated marshaling area until otherwise directed by PWGSC or Health Canada authorities.
 - v. Conform in full to the contract specifications and any modifications to those specifications implemented from time to time and agreed to by all parties to the contract.

I. Licenses Permits

1. Provide copies of all licenses and permits as required under Government of Manitoba Pesticides and Fertilizers Control Act for any activities governed under the Act prior to the start of any related work.

SECTION 2 - SCOPE OF WORK

A. General

1. Perform all work during regular working hours unless otherwise specified.
 - i. For the purpose of this contract, the term, 'regular working hours', refers to the period between 7:00 A.M. to 5:00 P.M., Monday to Friday.
 - ii. No work is to be performed outside of regular working hours without permission of the PWGSC representative.
2. Remove from the site, and dispose of any debris from landscape maintenance operations immediately.

3. Park all mobile equipment and vehicles in areas designated by PWGSC and in any event, away from fire lanes.
4. Do not leave equipment running while unattended.
5. Do not leave keys in unattended equipment
6. Do not block pedestrian or vehicular traffic lanes with material or equipment.
7. Do not use compressed or blown air for clean up tasks.
8. Do not exceed five miles per hour when operating tractors and riding mowers on lane ways and pedestrian traffic areas.

B. Spring Clean Up: General

1. Complete spring cleanup as soon as working conditions permit on or before May 15 of the current year of the contract.
2. Remove and dispose of protective covering and mulch used over winter.
3. Repairs
 - i. Identify any repairs as may be required.
 - ii. Provide cost estimates to repair as requested by PWGSC.
4. Maintained Turf Areas
 - i. Rake and remove dead vegetation, thatch, leaves, snow mold and debris.
 - ii. Dispose of all debris off site.
5. Planters and Plant Beds:
 - i. Clean Plant beds and planters of debris and dead plant material.

C. Routine Maintenance: General

1. Remove and dispose of all refuse and debris accumulated on landscape areas, parking areas and sidewalks on a weekly basis.
2. Due to sensitivities in the building and regulations from the University of Manitoba, all chemical use must be cleared by the Project Authority first. Sprayings of herbicides, if needed, would have to be done after hours (which requires Project Authority approval).

D. Routine Maintenance: All Shrub Beds and Quad Area

1. On a weekly basis:
 - i. Remove all weeds
 - ii. Control all weed growth throughout the growing season
 - iii. Remove debris as required.

E. Treatment and Identification of Diseased Woody Plant Species

1. Specific or targeted treatment of identified diseased plants are considered beyond the scope of this contract unless specifically noted herein.
2. Identify to PWGSC any diseased plants requiring treatment.
3. Upon identification of diseased plants, the contractor, at PWGSC's request, may supply a price to apply a program of treatment agreed upon by the contractor and PWGSC. PWGSC will award the work at it's discretion.

F. Routine Maintenance: Turf, Ditches and Roadside areas

1. Maintain grass height between two inches and four inches.
2. Use mowing equipment in good mechanical working order and with sharp blades.
3. Mow only when grass is dry.
4. When mowing with riding tractors, avoid skidding during mowing operations so as not to damage turf.
5. Do not remove grass clippings from lawn unless volume of clippings left on the lawn is harmful to the health of the turf. Rake to eliminate any clumps of grass clippings.
6. Trim grass at trees, curbs, borders, sidewalks, shrub beds, building structure and any other fixed feature adjacent to the turf areas on a weekly basis.

G. Weed Control

1. Maintain all sidewalks, stone beds, paved lanes and curbs clear of weeds.

H. Water Supply

1. Hose bibs are located throughout, including the main building and annex.

I. Fall Clean Up

1. Rake and assemble leaves after they have been shed by trees and remove from the site
2. Clean out flower beds and remove all dead plant material from the site.

J. Exclusions

1. Do not perform any work on the planting bed located north of the main building. This bed is maintained by others.

ANNEX B**BASIS OF PAYMENT****1. INSTRUCTIONS**

- 1.1. This Annex B, when completed, will be considered as the Financial Bid.
- 1.2. Should there be an error in the extended pricing of the Financial Bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities or weights of the Financial Bid will be changed to reflect the quantities or weights stated in the RFP.
- 1.3. GST, as applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

2. PRICING SCHEDULE

Basis of Payment - 501 University Crescent Firm All-Inclusive Price, GST Extra, FOB Destination		
Description	Period	Total Cost
Landscape Maintenance as detailed in Annex A	Contract Period: 1 May 2012 - 30 April 2013	\$
Landscape Maintenance as detailed in Annex A	Option Year 1: 1 May 2013 - 30 April 2014	\$
Landscape Maintenance as detailed in Annex A	Option Year 2: 1 May 2014 - 30 April 2015	\$
Total Evaluated Price		

Invoicing is to be done on a monthly basis, at 1/6th of the total cost for the given year. Services are anticipated to be required from May through October.

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.