



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency
P.O. Box 900
100 Hawk Avenue
Banff, Alberta T1L 1K2
Bid Fax: (403) 762-5057

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Parks Canada Agency

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 therefore.

Proposition aux: l'Agence Parcs 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 at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaries

Issuing Office - Bureau de distribution

Parks Canada Agency
 Banff Field Unit
 P.O. Box 900
 Banff Alberta T1L 1K2

Title-Sujet Grounds Maintenance and Landscaping		Date August 8, 2013
Solicitation No. - No. de l'invitation 5P421-14-0014		Client Ref. No. - No. de réf du client.
Solicitation Closes L'invitation prend fin at - á 02:00 PM on - le September 30, 2013		Time Zone Fuseau horaire - Mountain Time
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Rose Marino		
Telephone No. - No de téléphone (403) 760-1319		Fax No. - No de FAX: (403) 762-5057
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: Banff National Park Banff, Alberta		
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur		
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A Statement of Work of the resulting contract clauses.

3. Optional Site Visit

An optional site visit is scheduled **on August 29, 2013 at 11:00 AM (MST)**. Bidders must communicate with the Contracting Authority, Rose Marino, no later than **one day** before the scheduled visit to confirm attendance and provide the name of the person(s) who will attend. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

4. 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 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 (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 Parks Canada Agency by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Parks Canada Agency will not be accepted.

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 Alberta.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid four (4) hard copies

Section II: Financial Bid one (1) hard copies

Section III: Certifications one (1) hard copies

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 should:

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should also demonstrate how they propose to meet the Point Rated Technical Criteria at Annex "E".

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex "B" Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) 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 at Bid Closing

Failure to meet any of the following **mandatory** criteria at bid closing will render Contractor submission non-responsive and it will be given no further consideration.

- a) Documentation verifying meeting minimum years in business and minimum years of administration and management experience by assigned contract administrator.

1.1.2 Mandatory Criteria Prior to Contract Award

These criteria must be met **prior** to award of a contract. Failure to meet any of the following **mandatory** criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within ten (10) calendar days of the request by the Contracting Authority.

- a) Compliance with certification requirements as per Part 5, Certifications Precedent to Contract Award:
 - i. Federal Contractors Program for Employment Equity- Bid Certification
 - ii. Business License
- b) Compliance with Insurance Requirements

1.1.3 Point Rated Technical Criteria

Bids will be evaluated per the Point Rated Technical Criteria at Annex "E".

1.2 Financial Evaluation

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

2. Basis of Selection

2.1 Basis of Selection – Minimum Point Rating

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 50% in the technical evaluation criteria (Annex "E") of section B – "Contractor Personnel Experience" and 75% in the technical evaluation criteria of section D - "Comprehension/ Understanding of Work".
 - d. Obtain the required minimum of 60% overall of the points for the technical evaluation criteria (Annex "E") which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

1.2 Former Public Servant - Competitive Requirements

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, 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 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.

2. Additional 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.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



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

3.1 General Conditions

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

3.2 Supplemental General Conditions

LAB-180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour, apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1, 2014 to September 30, 2014 inclusive.

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 additional one year periods** 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 60 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:

Rose Marino
Contracting Officer
P.O. Box 900
Banff, Alberta T1L 1K2

Telephone: 403-760-1319 Facsimile: 403-762-5057 E-mail address: rose.marino@pc.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 Project Authority

The Project Authority for the Contract is: **To Be Announced**

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

5.3 Contractor's Representative

Name: _____

Telephone: _____

Email: _____

6. Payment

6.1 Basis of Payment

For items 1-5 as detailed in Annex "B" Basis of Payment

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

For the firm price portion of the Work only, 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.

For Item 2.2 as detailed in Annex "B" Basis of Payment:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ **(to be inserted at contract award)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 SACC Manual clause

H1008C (2008-05-12) Monthly Payment

7. 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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) LAB-180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour;
- (c) 2010C (2011-05-16) General Conditions – Services, (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Insurance
- (h) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (i) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11. SACC Manual Clauses

B6802C (2007-11-30) Government Property



12. Insurance requirements

The Contractor must comply with the insurance requirements specified in Appendix 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.

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.



ANNEX "A" STATEMENT OF WORK

1.0 GENERAL REQUIREMENTS AND INFORMATION

- 1.0.1 Parks Canada is the federal organization responsible for the operation and management of Canada's system of national parks, national historic sites and marine conservation areas per the *Canadian National Parks Act* (CNPA). Its mandate is "*on behalf of the people of Canada we protect and present nationally significant examples of Canada's national and cultural heritage and foster public understanding, appreciation and enjoyment in ways that ensure the ecological and commemorative integrity of these places for present and future generations.*"
- 1.0.2 Many of the facilities and their associated grounds are national historic sites and or cultural and historic buildings and/or landscapes of national significance that will require special attention and protection in their maintenance.
- 1.0.3 Grounds maintenance staff are often the most visible and approached by park users. It is Parks Canada's expectation that the Contractor's staff be courteous and helpful; have a neat appearance and be identifiable as a Contractor as per section 1.10. They must be capable of directing visitors to the appropriate source and location for answers to their questions. To this end, Parks Canada will provide appropriate orientation to Contractor staff as per section 1.12.2.

1.1 Objective

- 1.1.1 The intention of this Contract is for seasonal grounds maintenance and landscaping at Banff National Park, Alberta for the locations as listed below. This includes both scheduled and periodic Work. Prior to entering into optional services, the contractor must receive written approval from the Project Authority.

Banff Administration Building and Cascade Gardens – Banff Ave, Banff Townsite
[241,850 sq ft of turf and 20,900 sq ft of flowerbeds]

Banff Park Museum – Banff Ave, Banff Townsite
[14,150 sq ft of turf and 2,400 sq ft of bark mulch beds]

Banff Information Center – Banff Ave, Banff Townsite
[930 sq ft of turf and 475 sq ft of flowerbeds]

Banff Avenue Square/Park – Banff Ave, Banff Townsite
[5,450 sq ft of flowerbeds]

Cave and Basin – Cave Ave, Banff Townsite
[10,000sq ft of turf and 100 sq ft of flowerbeds]

East Gate – Trans Canada Highway, Banff National Park
[24,330 sq ft of turf and several flowerbeds]

Note: Areas are approximate only and intended to provide an order of magnitude only.

1.2 General Conditions

- 1.2.1 The Contractor shall provide all machinery, labour, supervision, materials, supplies, tools, fees, equipment and fuelling required for Grounds Maintenance Services. All materials and equipment used to carry out the Work must be used in accordance to the manufacturer's recommendations and shall adhere to municipal bylaws, and provincial and federal regulations. The Contractor shall have current and appropriate insurance and an appropriate park business license. The Contractor shall abide by current legislation pertaining to their industry and update or re-validate those areas



as required.

- 1.2.2 The Contractor shall take all reasonable precautions to protect from damage all property, facilities and equipment. The Contractor shall be liable for any and all damage caused due to any act or omission of the Contractor, including those arising out of negligence, wilful harm or criminal acts. This damage shall include damage to cars, fences, buildings, electrical outlets, signage, curbing, and the environment subject to prior inspection.

1.3 Safety

- 1.3.1 The Contractor shall adhere to Federal, Provincial and Municipal regulations, by-laws and codes concerning the equipment, materials, work habits and procedures.
- 1.3.2 The Contractor shall perform his work in accordance with the rules and regulations of the Canada Labour Code and the Worker's Compensation Board.
- 1.3.3 The Contractor shall securely store, dispense and use all solutions and products in accordance with the Workplace Hazardous Materials Information Systems (WHMIS) Program. All such products shall be securely stored and out of public reach.
- 1.3.4 The Contractor shall dispose of all empty or unneeded containers, solutions, etc. in accordance with applicable rules and regulations of the Province of Alberta, the National Parks Act and Town of Banff by-laws. All costs shall be borne by the Contractor.
- 1.3.5 The Contractor shall provide and ensure the use of personal protective clothing and equipment for its staff including protective shoes or boots, goggles, gloves and any other items deemed necessary, to be worn during the performance of their duties where applicable.
- 1.3.6 The Contractor shall be responsible for ensuring the training of its workers in the WHMIS Program. All staff shall be trained in WHMIS and in the safe handling and operation of all equipment and supplies and all appropriate safety precautions.
- 1.3.7 The proper procedures shall be used for each task. Materials shall be applied as per manufacturer's specifications and equipment shall be operated as per their respective operating manuals.
- 1.3.8 All Contractor staff undertaking grounds maintenance activities associated with the culturally significant buildings and historic sites of this Contract must undertake a one to two hour presentation delivered by Parks Canada concerning special care and considerations that must be taken in maintaining them.

1.4 Materials and Equipment

- 1.4.1 All materials used in the performance of this Contract shall be environmentally friendly and meet Industry Standards and WHMIS. A copy of all applicable Materials Safety Data Sheets (MSDS) shall be forwarded to the Project Authority and must be posted where the chemicals are being stored.
- 1.4.2 The Contractor is required to provide and maintain a supply list of products to be utilized under this Contract. The supply list is to include reference to meeting standard and certification requirements for products utilized under this Contract that are certified environmentally friendly. Parks Canada prefers products that have been certified by Environmental Choice Program Certification 'Eco-Logo' (Canada).
- 1.4.3 All equipment required to perform the work shall be of the type suited for the size of the facility and shall be in good working order. They shall be supplied and maintained by the Contractor.
- 1.4.4 Equipment shall be kept in good working condition and repairs shall be made immediately to any



device that poses a safety or fire hazard. Such equipment shall be removed from use immediately if defects have been observed.

1.5 Storage of Materials and Equipment

- 1.5.1 Parks Canada will not be responsible for damage or loss to the Contractor's supplies, materials or equipment in the buildings nor to the Contractor's employees' personal belongings brought into the buildings.
- 1.5.2 The Contractor shall unload and load equipment at designated areas as confirmed with the Project Authority. Vehicles and equipment may not be left on site but trailers and equipment may be parked temporarily in the designated parking area beside the grounds maintenance garage at the Administration Building.

1.6 Building Security

- 1.6.1 Only those employees identified as authorized personnel will be allowed access to the site of the work, No other persons accompanying employees will be allowed on site.

1.7 Found Articles and Property Damage

- 1.7.1 The Contractor will report to the Project Authority any circumstances, which suggest the contravention of good security measures, and will turn in any articles of value found to the Project Authority.
- 1.7.2 The Contractor will be responsible for and report to Parks Canada any defect in the construction of, or damage to, the property noticed by the Contractor or its staff or agents.

1.8 Quality of Service

- 1.8.1 The Contractor shall promptly and efficiently provide, or cause to be provided, the Work and shall carry out, or cause to be carried out, the Work in a careful and competent manner.
- 1.8.2 The Contractor shall superintend the Work at all times and shall provide, at its own expense, the labour, materials and equipment necessary to perform the Work to the satisfaction in all respects of Parks Canada.
- 1.8.3 Decisions as to quality, fitness, and workmanship in cases of dispute rest solely with Parks Canada. Parks Canada reserves the right to request the Contractor remove an employee from Parks Canada premises. The Contractor shall comply with the request immediately.

1.9 Staffing Requirements

- 1.9.1 The Contractor is responsible to provide appropriately trained and experienced personnel to carry out the requirements of the Work.
- 1.9.2 All Contractor staff members shall have a basic ability to communicate in the English language to ensure that they can read labels and instructions otherwise they shall work only with a person that meets these criteria.
- 1.9.3 The Contractor is required to hire and/or supply an adequate number of staff necessary to perform the grounds maintenance services as described in this scope of work at all contract locations.
- 1.9.4 The Contractor must plan and organize work far in advance and regulate and cross-utilize staff so that the needs of the facility are met and the most cost-effective operation and maintenance are attained.



- 1.9.5 The Contractor must make available back-up staff for immediate replacement in the event of any type of absence of any of the regular staff.

1.10 Contractor Identification

- 1.10.1 All Contractor's employees, vehicles and equipment shall be clearly identified at all times while on or in Parks Canada premises and facilities.
- 1.10.2 Personal identification shall consist at minimum of a shirt or blouse that has the Contractor's name or logo neatly affixed thereon. Coveralls or jackets and hats with Contractor name or logo may be worn when performing tasks that require such additional attire. These additional items must be complementary to the Contractor's uniform. The overall appearance of Contractor's staff must be appropriate for a National Park and National Historic Site setting, and must appear professional.
- 1.10.3 Contractor identification clothing shall be worn at all times and Contractor's employees shall be dress neatly, commensurate with Parks Canada's staff and facility appearance.
- 1.10.4 Contractor's employees shall not wear hats, caps, sweatshirts, T-shirts, sports teams clothing or other garments that depict such things as cartoon characters, professional sports team logos, social comments, "catch phrases", etc. Contractor's employees shall not wear apparel that has logos or advertising other than the Contractor's logo, nor may they wear dark glasses while inside the building. Lapel-pins or badges are to be limited to one (1) and for Contractor identification purposes only.
- 1.10.5 Parks Canada reserves the right to reject the Contractor's uniform if deemed inappropriate by the Agency.
- 1.10.6 The Contractor shall ensure vehicles and equipment used in relation to grounds maintenance services have Contractor identification on vehicle; have all necessary provincial vehicle registrations and permitting; are appropriately insured for all risks, accidental loss or damage per contract general conditions and requirements; and are maintained in a clean and mechanically sound state.
- 1.10.7 All Contractor vehicles and equipment shall be clearly identified by means of decals with the Contractor's name or logo placed on their doors or by means of a 250 mm x 400 mm placard placed on the dashboard and clearly visible.

1.11 Site Supervision

- 1.11.1 The Contractor shall provide consistent on-site supervision to the Contractor's personnel at each site and shall be available at such times as supervisory requirements demand. Parks Canada will not direct, supervise or assess individual staff performance under the Contract.

1.12 Worker Conduct and Interaction with Park Visitors

- 1.12.1 The Contractor's staff will come in contact frequently with park visitors and may be asked questions and for information about the park and its facilities and offerings. It is not Parks Canada's expectation that the Contractor's staff be qualified to answer questions but at minimum, be courteous and be capable of directing visitors to the appropriate source and location for answers to their questions.
- 1.12.2 Due to the complexity of the sites, the Contractor's personnel must attend a one-day orientation prior to commencement of the Work, to gain an understanding of the facilities, work standards and Parks Canada Quality Visitor Experience (QVE) key messages. The Contractor is expected to ensure that any of his personnel not attending this orientation are advised of the information and messages presented prior to their commencement of the Work.



- 1.12.3 If any worker or agent of the Contractor is intemperate, disorderly, incompetent; negligent or dishonest in the performance of their duties or otherwise creates a hazard on the property, they shall be forthwith removed from the property by the Contractor and not be permitted to return to the property.
- 1.12.4 The Contractor's employees shall be of good character and shall conduct themselves in a professional and businesslike manner at all times.

1.13 Project Authority

- 1.13.1 For the purposes of this Contract, the designated Project Authority will be identified once the Contract has been executed. Parks Canada may at any time unilaterally change the designated Project Authority.

1.14 Contractor's Administrator

- 1.14.1 The Contractor shall assign a Contract Administrator to this account. The Contract Administrator shall be available during Parks Canada normal business hours and all correspondence and telephone calls shall be forwarded to the assigned Contract Administrator for all purposes relating to the performance of this Contract.

1.15 Communication

- 1.15.1 The Contractor shall provide Parks Canada with contact names and numbers of the Contract Administrator as well as personnel that will have responsibility for grounds maintenance services and/or foreperson on site.
- 1.15.2 The Contractor shall provide feedback to Parks Canada of any concerns or comments for each location as necessary during the Contract term.
- 1.15.3 Contractor staff shall promptly report any defects, broken or damaged surfaces or devices, burnt out bulbs, leaks and plumbing problems and vandalism detected during grounds maintenance services immediately to the Project Authority.
- 1.15.4 The Contractor shall ensure that deficiencies and/or concerns raised by Parks Canada are responded to and acted upon in the shortest reasonable manner (within 24 hours); and/or immediately should, in Parks Canada's opinion, the site conditions deemed unsafe. Failure to respond to Parks Canada's concerns may result in remedial work performed by third parties at Contractor's expense.

1.16 Inspections

- 1.16.1 All work shall be done to meet or exceed the set standard for the industry and to satisfy the section 2.0 Level of Service and Section 3.0 Specifications of this document.
- 1.16.2 The Project Authority shall conduct inspection tours of all facilities at his discretion. The Contractor or his authorized representative can be asked to accompany the Project Authority on each inspection.
- 1.16.3 The Contractor will first receive verbal notice of any services and/or materials failing to conform to the requirements of the Contract. Deficiencies will be documented and written notice will be communicated to the Contractor's Administrator. Parks Canada will be the sole judge in determining deficiencies.

1.17 Changes to the Work

- 1.17.1 During the term of the Contract, Parks Canada may in consultation with the Contractor and by way of a contract amendment:



- Make additions, deletions, or changes to the Statement of Work;
- Request special or emergency grounds maintenance services over and above those specified in this Contract;
- Amend the completion dates; or
- Incorporate additional grounds within Banff National Park.

1.17.2 It is expected that the Contractor will facilitate any required work. Where the work has substantially changed, the rates are to be negotiated with the Parks Canada and confirmed in writing by an amendment to the Contract.

1.18 Flower Purchase

1.18.1 In the first year of this Contract, Parks Canada will purchase flowers. The Contractor shall pick up and plant these flowers as per the planting plan provided by the Project Authority.

1.18.2 In subsequent optional years of this Contract, if exercised, the Contractor shall review with Parks Canada the planting plan as provided by Parks Canada regarding the type, number and maturity of flowers to be purchased and planted. Upon agreement by Parks Canada, the Contractor shall seek a minimum of three competitive bids from suppliers and recommend a supplier to Parks Canada. Upon agreement from Parks Canada, the Contractor shall order and invoice Parks Canada upon receipt of the flowers including GST but excluding any mark up by the Contractor.

1.19 Plant Replacement

1.19.1 The Contractor shall, at its own expense, replace any plant material that has been damaged as direct result of the actions of their maintenance staff. Replacement plant shall be the same and be equal in value and in size to the existing plant materials.

1.19.2 The Contractor shall furnish a one (1) year written guarantee on the replacement all new trees and shrubs supplied and planted by the Contractor at each site location.

1.19.3 The Contractor is not responsible for replacement of plant material damaged as the result of 3rd party vandalism, wildlife and or any environmental condition beyond their control.

2.0 LEVEL OF SERVICE

2.1 General Landscaping Services

2.1.1 The Contractor is to maintain the locations using horticultural acceptable standards and guidelines to ensure the health and vigour of all plant species.

2.1.2 The Contractor shall examine the entire sites to which this Contract pertains and obtain all information regarding existing conditions affecting the proper execution and completion of the Work.

2.1.3 The guidelines presented within the scope of work define the minimum acceptable standards of professional workmanship for landscape maintenance.

2.1.4 The Contractor shall provide knowledgeable and qualified to oversee the maintenance of turf areas, trees, shrubs, and flowerbeds at all Parks Canada properties.

2.1.5 The requirements set forth are not to be considered static. Each maintenance site has its own specific requirements, which may demand a departure from the established method.

2.1.6 The Contractor agrees to abide by any water restrictions that may periodically be imposed by municipal and or federal governments.



- 2.1.7 No herbicides or pesticides are to be used in undertaking of the Work.
- 2.1.8 Fertilizers used for Parks Canada shall be environmentally friendly. Adequate precautions shall be taken to avoid fertilizer damage to turf areas and non-target plants. The Contractor shall be responsible for and shall make good any damage caused by its use of fertilizers.
- 2.1.9 The Contractor shall notify Parks Canada as soon as possible of any abnormal growth or the presence of pests and diseases.
- 2.1.10 Hose bibs on the exterior of Parks Canada owned buildings are available to the Contractor for the purpose of watering turf and annual flowerbeds

2.2 Onsite Litter and Debris

- 2.2.1 The Contractor agrees to keep all building areas clean and tidy at all times by removing and disposing of all litter, plant debris (i.e., leaves, seedpods, etc.), animal waste, and other unsightly material daily. All areas on the properties are to be addressed, including landscape areas, pavement, parking lots and sidewalk areas.
- 2.2.2 The garbage receptacles located on site are not to be used. The Contractor is to remove and dispose of litter and grounds maintenance cuttings etc. at an appropriate disposal site.

2.3 Maintenance Period

- 2.3.1 Landscape activities at each location will commence on or about May 1st weather permitting. The Contractor will maintain the Parks Canada properties until September 30th or until winter conditions prevail.

2.4 Service/Maintenance Logs

- 2.4.1 The Contractor shall maintain a daily log of all grounds maintenance and landscaping activities performed at each location. A copy of this log is to be submitted to Parks Canada with the Contractor's monthly invoice.
- 2.4.2 Service/Maintenance Logs shall contain, but not be limited to the:
 - Date and time of work; description of work completed;
 - Watering, weeding, grass cutting, fertilizing, pruning, etc.

2.5 Start of Season Landscape Services

2.5.1 *Start-Up*

- 2.5.1.1 Remove gravel, litter and debris as soon as possible after the snow melts from all landscaped and non-landscaped areas of property including sidewalks, driveways, parking lots, ponds and French drains and remove from and dispose of at a proper disposal site.
- 2.5.1.2 Remove any temporary seasonal traffic or pedestrian barriers and store at the Banff Park Operations Compound.
- 2.5.1.3 Turn on water at all hose bibs and check for leaks, reporting any problems.
- 2.5.1.4 Remove from storage and place 19 wood benches and 450 mm wood picket fences at their designated locations within the Administration Grounds as directed by the Project Authority.

2.5.2 *Turf Areas*



2.5.2.1 Power sweep winter accumulations of sand and rock chips from grass and remove from site; aerate turf areas; dethatch turf area, fertilize and overseed.

2.5.2.2 Inspect and advise Parks Canada of any areas requiring repair.

2.5.3 *Trees and Shrubs*

2.5.3.1 Fertilize all trees and shrubs; cultivate and edge existing tree wells and shrub beds, prune trees and shrubs; maintain adequate amounts of bark mulch used in shrub beds; and remove leaf litter and other debris, rock chips, etc. from winter operations in accordance with Section 3.0 – Specifications of this document.

2.5.4 *Flowers*

2.5.4.1 Clean planting beds of debris and dead plant material; prepare flowerbeds and planters to receive flowers; supply and plant flowers in accordance with Section 3.0 – Specifications of this document.

2.6 In-Season Landscape Services

2.6.1 *Grassed Area*

2.6.1.1 Mowing, trimming and edging of the turf areas must be done regularly to maintain a turf height of approximately two and one half inches (60mm) plus or minus one half inch in accordance with Section 3.0 – Specifications of this document.

2.6.1.2 Maintenance for newly seeded and sodded areas shall begin immediately after sod has been installed or seeding has been completed.

2.6.1.3 Maintenance shall include all measures necessary to establish and maintain the grass in a vigorous growing condition.

2.6.2 *Watering*

2.6.2.1 Water uniformly all turf areas to supplement any natural precipitation so as to ensure turf receive approximately 25 mm of water weekly throughout the growing season to ensure a lush uniform green.

2.6.2.2 There is no underground irrigation systems at any of the sites and therefore watering must be accomplished using hoses, hand nozzles and sprinklers that must be manually moved around the property.

2.6.2.3 Watering of newly seeded and sodded areas will be performed to maintain healthy turf conditions and germination.

2.6.2.4 Water uniformly all flowerbeds to supplement any natural precipitation so as to ensure flowerbeds receive sufficient water daily throughout the growing season to avoid plant die-off and to promote growth.

2.6.2.5 Monitor and ensure adequate watering of turf and flowers.

2.6.3 *Flowers*

2.6.3.1 Weed, water and fertilize and otherwise maintain flowers.

2.7 End of Season Landscape Services

2.7.1 *Shut Down*

2.7.1.1 Remove from storage and place any temporary seasonal traffic or pedestrian barriers as directed



by the Project Authority.

2.7.1.2 Parks Canada will turn off water at all hose bibs and winterize as required.

2.7.1.3 Remove 19 wood benches and removable 450 mm high wood picket fence within the Administration Grounds and store at the Banff Park Operations Compound.

2.7.2 *Turf Areas*

2.7.2.1 Rake and pick up leaves and remove from site and dispose of at appropriate location.

2.7.2 *Flowers*

2.7.2.1 Removed annual flowers after the first killing frost and cultivate planting beds prior to freeze up.

3.0 SPECIFICATIONS

3.1 Turf Areas

3.1.1 *Recommended Mowing Equipment*

3.1.1.1 Equipment should be utilized in such a manner as to accomplish the task in accordance with horticultural practices.

3.1.1.2 Equipment shall be of appropriate size for the site in which grounds maintenance is being performed.

3.1.1.3 Equipment shall be maintained in top mechanical condition with safety guards in place and sharpened blades to as to maintain plant health and to protect the exterior of all buildings from property damage.

3.1.2 *Mowing Methods*

3.1.2.1 Perform a visual inspection of all turf areas prior to mowing operations to remove or eliminate potential hazards.

3.1.2.2 Remove all litter and debris prior to mowing.

3.1.2.3 General turf areas should be cut not less than 60 mm (mowing heights may vary with site conditions, grass species, and weather conditions).

3.1.2.4 At any one mowing, no more than one third (1/3) of the grass blade is to be removed.

3.1.2.5 Mowing heights and mowing directions shall be accomplished to prevent turf scalping and to maintain an upright growth pattern.

3.1.2.6 Mowing is not to be undertaken when grass is wet.

3.1.2.7 Grass clippings shall be removed from all hard surfaced areas and shall include but not be limited to building entrances, ramps, pavement, sidewalks, curbs, and gravel areas immediately after mowing.

3.1.2.8 Accumulations of grass clippings are to be picked up and bagged for disposal at appropriate disposal site for composting.

3.1.3 *Line Trimming*

3.1.3.1 Gas powered, monofilament trimmers are recommended.



- 3.1.3.2 Trimming is to be performed after each mowing.
- 3.1.3.3 All line trimmers are to be equipped with safety guards.
- 3.1.3.4 All extraneous grasses should be trimmed to a level in accordance with the mowing height, as should all grasses encircling turf obstacles.
- 3.1.3.5 Trimming is accomplished in conjunction with mowing at each site.
- 3.1.3.6 Trimming operations shall not damage the base of trees, shrubs and flowers.
- 3.1.3.7 Ensure trimming operations do not damage non-landscape items on property such as wood posts, planters etc.
- 3.1.4 *Edging***
- 3.1.4.1 Gas powered, vertical blade edgers are recommended.
- 3.1.4.2 Turf should be trimmed flush and at right angles to concrete.
- 3.1.4.3 Debris should be immediately removed from the site and the area swept clean upon completion.
- 3.1.5 *Dethatching***
- 3.1.5.1 Dethatching is to be completed as part of the spring start up.
- 3.1.5.2 Fixed-tine vertical de-thatcher is recommended although power brushes will be considered.
- 3.1.5.3 Blades and brushes are to be adjusted so as not to cause damage to turf.
- 3.1.5.4 All debris should be promptly removed from site for disposal at appropriate disposal site for composting.
- 3.1.6 *Aeration***
- 3.1.6.1 Aeration is to be completed as part of spring start up and as site conditions permit.
- 3.1.6.2 Aeration should be accomplished with a coring-type aerator.
- 3.1.6.3 A minimum 3/8 inch diameter (9.5 mm) tine is recommended.
- 3.1.6.4 Aeration of the turf shall be at a minimum rate of 20 holes per sq. foot (0.9 m).
- 3.1.6.5 Cores should be removed from landscape area for disposal at appropriate disposal site for composting.
- 3.1.7 *Fertilization***
- 3.1.7.1 A broadcast spreader is recommended for granular applications.
- 3.1.7.2 A minimum of two (2) fertilizer applications are to be made with the first early in spring and second in late summer/early fall.
- 3.1.7.3 Spring fertilizer to be an appropriate NKP slow release granular fertilizer to encourage turf growth while the fall mix is to be an appropriate NKP slow release granular fertilizer to encourage root growth.
- 3.1.7.4 Fertilizers must be of premium quality and applied at rates per manufacturer instructions and sound horticultural practices.



3.1.7.5 Regularly inspect and monitor trees, shrubs, flowerbeds, and turf areas and implement appropriate fertility program.

3.1.8 *Weed Control*

3.1.8.1 No herbicides are to be used.

3.1.8.2 All weeding is to be carried out by pulling and removing weeds by hand and hand tools.

3.2 Trees and Shrub Care

3.2.1 *Pruning*

3.2.1.1 Pruning shall be carried out at least once per year, usually during spring start up.

3.2.1.2 For spring flowering shrubs, prune shortly after flowers have faded and for summer flowering shrubs, prune in the fall.

3.2.1.3 Pruning shall be carried out in accordance with the Alberta Agriculture and Rural Development “Pruning in Alberta” book, Agdex No. 270/24-1.

3.2.1.4 Pruning shall be carried out to keep shrubs and trees maintained at optimum plant health.

3.2.1.5 Prune to maintain site security, unobstructed site lines and to allow pedestrian traffic movement to flow freely to and from the site and to ensure that entrances, regulatory and information signs are clear of obstructions.

3.2.1.6 Maintain the natural shape and form of plants.

3.2.1.7 Prune dead, diseased or broken branches from all trees and shrubs using industry approved pruning equipment.

3.2.1.8 Remove in-growing branches, crossovers etc. that will interfere with the proper development of the plant.

3.2.1.9 Remove shoots or suckers growing at the base of all trees.

3.2.2 *Guy Wires and Stakes*

3.2.2.1 Remove guy wires and stakes after plant material is established.

3.2.2.2 Where guy wires and collars remain; trunks should be regularly inspected to prevent girdling. Check all wires for tightness and assure they are neat and taunt.

3.2.3 *Tree Wells*

3.2.3.1 Lightly cultivate on a regular basis to prevent the encroachment of weed and grass medium.

3.2.3.2 A minimum 150 mm radius grass strip in turf areas is to be removed from around the tree trunk to create a protective zone to reduce the probability of damage from mechanical equipment.

3.2.3.3 Sod shall not be allowed to establish at the base of the tree.

3.2.3.4 Tree wells must be maintained weed and grass free.

3.2.4 *Shrub Bed Maintenance*

3.2.4.1 All beds must be maintained weed free.



- 3.2.4.2 All turf edges around shrub beds shall be trimmed neatly to the original layout of the bed.
- 3.2.4.3 Shrubs shall be free of garbage and other debris on a daily basis.
- 3.2.4.4 Beds that are mulched either wood/bark chips or a form of gravel must be raked and topped off to cover bare earth and or filter cloth. Wooden mulch shall be maintained at 100 mm in depth.
- 3.2.4.5 All concrete curb edges surrounding beds in pavement areas shall be clean of gravel and other debris that may cause them to be unsightly.

3.2.5 *Pest Control*

- 3.2.5.1 No insecticides and/or fungicides shall be applied.
- 3.2.5.2 Regular monitoring of trees and shrubs shall be made for infestation. Report any occurrence of insect or fungal damage to Parks Canada.

3.2.6 *Fertilization*

- 3.2.6.1 Apply fertilizer to cultivated areas around trees, shrubs and ground covers in accordance to the manufacturer's rate and calliper size.
- 3.2.6.2 For Deep Root fertilizing, bore holes in soil using a soil probe or other approved tools; 350 mm deep and 450 mm apart inside the drip line.

3.2.7 *Tree Wounds*

- 3.2.7.1 Treat all torn branches by trimming loose bark around the wound to promote proper healing of the callus. The use of tree paint or other dressings are not to be used to treat wounds or pruning cuts.

3.3 Flower Care

3.3.1 *Planting Beds/Containers/Hanging Baskets*

- 3.3.1.1 Planting beds and containers shall be kept clean of debris and dead plant material.
- 3.3.1.2 Prepare flowerbeds and planters to receive flowers by digging soil to a depth of 100 - 150 mm in planters and 300 mm in beds.
- 3.3.1.3 Provide additional soil additives when and where necessary.
- 3.3.1.4 Supply annual flowers as approved by Parks Canada. This will be an added cost to Parks Canada based on a quoted price from the Contractor.
- 3.3.1.5 Monitor all annual plantings for optimum soil moisture conditions.
- 3.3.1.6 Hand weed and cultivate beds and planters to prevent weed growth and loosen soil to a depth of 50 mm to allow for good air circulation and to reduce soil compaction.
- 3.3.1.7 Remove spent flowers as they appear, to encourage new flower bud formation.
- 3.3.1.8 Apply a water soluble fertilizer once per month during the growing period as per the manufacturer's recommended application rate.

3.3.2 *Annual Flower Planting*

- 3.3.2.1 Flowers should be planted to a depth and spacing in accordance with the plant species and grower's recommendations.



- 3.3.2.2 Flowers shall be planted after the risk of frost has ended and typically by the beginning of June.
- 3.3.2.3 Plant material should be selected and planted to provide an aesthetically pleasing display of flowers for Parks Canada and its visitors.
- 3.3.2.4 Annual flowers shall be removed after the first killing frost and planting beds cultivated prior to freeze up.
- 3.3.2.5 Any perennial plants should be cut back after the first severe frost.



ANNEX A1

Planting Guide

ANNEX A2

Plant List



ANNEX "B" BASIS OF PAYMENT

1.0 Special Instructions to Bidders:

It is **MANDATORY** that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter.

This section, when completed, will be considered as the Bidder's financial proposal.

Bidders shall provide bids as per unit of issue requested.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

The quantities specified below are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Contract.

Rates **MUST** include **ALL** costs associated with providing the service in accordance with the Statement of Work, Appendix A and the Level of Service, attached herein.

GST, if applicable, is **not to be included** in the prices below, but is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.
(Note: no additional charges will be allowed for travel to the site)

2.0 Calculation of Bid Evaluation Total costs

- a) Firm Rate and Emergency Rate quoted for the contract period and optional years for line items 1, and 2.2 will be multiplied by the estimated usages to arrive at a price for the contract period and the option years.
- b) The total of the contract period and the option years will be added together to determine the Bid Evaluation Total Cost.

3.) Bid Price

The total amount bid for the one firm year and two option years is:

Line Item 1) Firm Year (1A+2.2A)	\$ _____
Line Item 2) Option Year 1 (1B+2.2B)	\$ _____
Line Item 3) Option Year 2 (1C+2.2C)	\$ _____

Total Bid Evaluation Cost Total of Line Item 1 + Line Item 2 + Line Item 3= \$ _____



Basis of Payment

First Year

Rate Schedule Grounds Maintenance Services:

1A Firm Year - May 1, 2014 to September 30, 2014

Item	Locations	Estimated Usage	Monthly rate	Firm yearly rate
1A	Banff summer grounds maintenance services as stated in the Statement of Work, Appendix "A "and associated annexes	5 months X	\$ _____/month=	\$ _____

2.2 Emergency Work and/or Extra Work Rates: (applies only if called in by a PCA and only if Contractor is not on the premises at time of call out.)

2.2A Firm Year - May 1, 2014 to September 30, 2014

Item	Locations	Estimated Usage	Weekly rate	Firm yearly rate
2.2A	Banff grounds as stated in the Statement of work and associated Annexes	4 hours X	\$ _____/hour=	\$ _____
Total of First Year (add 1A+2.2A) Transfer this amount to Bid Line item 1				\$ _____

Option Year 1

Basis of Payment

1B Option Year - May 1, 2015 to September 30, 2015

Item	Locations	Estimated Usage	Monthly rate	Firm yearly rate
1B	Banff summer grounds maintenance services as stated in the Statement of Work, Appendix "A "and associated annexes	5 months X	\$ _____/month=	\$ _____

2.2 Emergency Work and/or Extra Work Rates: (applies only if called in by a PCA and only if Contractor is not on the premises at time of call out.)

2.2B Option Year 1 - May 1, 2015 to September 30, 2015

Item	Locations	Estimated Usage	Weekly rate	Firm yearly rate
2.2B	Banff grounds as stated in the Statement of work and associated Annexes	4 hours X	\$ _____/hour=	\$ _____
Total of Option Year 2 (add 1B+2.2B) Transfer this amount to Bid Line item 2				\$ _____



Option Year 2

Basis of Payment

1C Option Year - 2 May 1, 2016 to September 30, 2016

Item	Locations	Estimated Usage	Monthly rate	Firm yearly rate
1C	Banff summer grounds maintenance services as stated in the Statement of Work, Appendix "A" and associated annexes	5 months X	\$ _____/month=	\$ _____

2.2 Emergency Work and/or Extra Work Rates: (applies only if called in by a PCA and only if Contractor is not on the premises at time of call out.)

2.2C Option Year 2 - May 1, 2016 to September 30, 2016

Item	Locations	Estimated Usage	Weekly rate	Firm yearly rate
2.2C	Banff grounds as stated in the Statement of work and associated Annexes	8 hours X	\$ _____/hour=	\$ _____
Total of Option Year 2 (add 1C+2.2C) Transfer this amount to Bid Line item 3				\$ _____



ANNEX "C" INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 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.
 - 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



Parks Parcs
Canada Canada

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.



ANNEX "D"

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
--



Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: _____

Signature: _____

Date: _____



ANNEX E Evaluation Criteria and Contractor Selection Method

1. Basis of Selection – Minimum Point Rating

1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 50% in the technical evaluation criteria of section B – “Contractor Personnel Experience” and 75% in the technical evaluation criteria of section D - “Comprehension/ Understanding of Work”.
- d. Obtain the required minimum of 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

1.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

2. Mandatory Submission Criteria

2.1 Mandatory Criteria at Bid Closing

Failure to meet any of the following mandatory criteria at bid closing will render the bid non-responsive and it will be given no further consideration.

- a) **Documentation verifying meeting minimum years in business and minimum years of administration and management experience by assigned contract administrator.**

2.2 Mandatory Criteria Prior to Contract Award

These criteria must be met **prior** to award of a contract. Failure to meet any of the following **mandatory** criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within ten (10) calendar days of the request by the Contracting Authority.

- a) Compliance with certification requirements as per Part 5, Certifications Precedent to Contract Award:
 - iii. Federal Contractors Program for Employment Equity-Certification
 - iv. Business License
- b) Compliance with Insurance Requirements



3. Technical Rated Criteria

Bidders must insure that they have included sufficient documentation to prove compliance with the following technical criteria. Parks Canada Agency will only evaluate the documents included in the bid. No websites or electronic submissions will be evaluated.

A) CONTRACTOR EXPERIENCE (UP TO 12.5 POINTS)

i) Years in Business (5 points)

Years in business based on verifiable documentation as listed below

Provide appropriate documentation including certifiable corporate history and other verifiable documentation to prove years in business.

1> to <2 year	1 point
2> to < 5 years	2 points
5> to <8 years	3 points
8> to <10 years	4 points
10 years or more	5 points

ii) Company Relevant Experience (up to 7.5 points, 3.75 points per reference)

A demonstration that the Contractor has the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work – Appendix A as it relates to evidence that the Contractor has a good track record, has experience in grounds maintenance and landscaping, and has proven past performance in this field of work.

The Contractor should provide, but not be limited to, 2 project references.

Evidence of the Contractor's experience and past performance will be assessed on a submission of up to two (2) contracts or projects rendered, wherein the range of grounds maintenance and landscaping services provided are comparable to those described in this Request for Proposal (RFP). References may be a combination of Government contracts and/or other industry contracts. The references must be verifiable.

If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

For each reference provided, the Bidder should address the information contained in the following:

- _ Name of client organization or company
- _ Name, title, telephone number and/or email of contact
- _ Provide a detailed description of Project or Contract
- _ Approximate size in square meters of the area of the project/contract
- _ Location of the project or contract
- _ Dollar value of the project or contract
- _ Performance period of the project or contract



B) CONTRACTOR PERSONNEL (UP TO Maximum 20 POINTS, 50% minimum required)

i) Assigned Contract Administrator experience/qualifications (up to 5 points)

Minimum of one (1) years experience in contract administration and management based on verifiable documentation as listed below.

Submit resume of the administrator that will be responsible for client relations and administration/management of grounds maintenance contracts. Provide a complete list of past projects including nature of contract, scope and complexity including company name, reference name and contact number who can be contacted to confirm performance.

1 to<2 years	1 point
2 to<5 years	2 points
5 to<10 years	4 points
10 years or more	5 points

ii) Assigned Supervisor Experience/Qualifications (10 points)

Submit a resume of the experience and qualifications in providing grounds maintenance services by providing a complete list of past projects that are similar in scope and complexity including company name, reference name and contact number of who can be contacted to confirm.

0 years	commercial/public grounds maintenance supervisor	0 point
1 to<3 years	commercial/public grounds maintenance supervisor	3 points
3> to <5 years	commercial/public grounds maintenance supervisor	6 points
5 yrs or more	commercial/public grounds maintenance supervisor	10 points

iii) General Quality/Training of Staff (5 points)

Describe in detail staff recruitment and training philosophy and program by providing sample training manuals and/or programs (WHIMIS),

No written program, policies or training	0 points
Provided a detailed Safety training program or disciplinary/HR policies	3 points
Described an extensive Safety training program and disciplinary/HR policies including samples of all manuals and programs	5 points

C. Strategy for Maximizing Employment Opportunities for Parks Canada Indeterminate Staff

There are 2 unionized indeterminate Parks Canada employees involved in the grounds maintenance operations in the Banff Field Unit. Parks Canada recognizes the very positive contribution these employees have made. All employees are members of the Public Service Alliance of Canada (PSAC) and the terms and conditions of their employment are based upon a Collective Agreement between Parks Canada and PSAC. Under the terms of the Collective Agreement Parks Canada has an obligation to maximize employment opportunities for indeterminate employees affected by commercialization of a function previously administered by Parks Canada.

For this Rated Requirement the point score is calculated on the points as determined by the “type” of job offer for each full time equivalent (FTE) job offer. Appendix K, Part 7 of Parks Canada’s Collective Agreement with PSAC describes each Type of job offer in detail; refer to Appendix “K”.

The maximum number of points (17.5) for this Rated Requirement is only achievable through a Type 1 (Full Continuity) job offer to both seasonal (summer) indeterminate staff. Together, the 2 employees are equivalent to 0.84 FTE with each having a different length of season.

Proponents will describe in their Proposal their approach and strategy for maximizing employment opportunities for Parks Canada indeterminate staff by number of FTE job offers by Type 1 (Full Continuity) job offer, Type 2 (Substantial Continuity) job offer or Type 3 (Lesser Continuity) job offer.

Note: For this Rated Requirement the point score is calculated on the points as determined by the Type of Job Offer for each full time equivalent job offer to be made by the Proponent.



Points will be awarded as follows:

Type 1 (Full Continuity) Job Offer: 5 points for each full-time equivalent job offer	Maximum Points for this Rated Requirement = 17.5 points
Type 2 Job Offer (Substantial Continuity): 3 points for each full time equivalent job offer	
Type 3 (Lesser Continuity) Job Offer: 1 point for each fill-time equivalent job offer	

The following three tables demonstrate the point scores that will be awarded for each Type of job offer. For demonstration purposes only the table provides a range of FTEs, point values and how the points are calculated based on the number of FTEs and the Type of job offer.

A	B	C	D	E
		$C = A \times B$	% Proposed Job Offers in FTEs vs. Total Indeterminate FTEs (0.84) $D = C / 4.2$	$E = D \times 17.5$
5.4.5.1 Type 1 Job Offer: 5 points for each full-time equivalent job offer	Points by Type of Job Offer	Total Points	% of Maximum Point Value	Total Points
0.84	5	4.2	100.0%	17.5
0.45	5	2.25	53.6%	9.4
0.39	5	1.95	46.4%	8.1
0	5	0	0%	0.0

A	B	C	D	E
		$C = A \times B$	% Proposed Job Offers in FTEs vs. Total Indeterminate FTEs (0.84) $D = C / 4.2$	$E = D \times 17.5$
5.4.5.2 Type 2 Job Offer: 3 points for each full time equivalent job offer	Points by Type of Job Offer	Total Points	% of Maximum Point Value	Total Points
0.84	3	2.52	60.0%	10.5
0.45	3	1.4	32.1%	5.6
0.39	3	1.2	27.9%	4.9
0	3	0	0.0%	0.0



A	B	C	D	E
		$C = A \times B$	% Proposed Job Offers in FTEs vs. Total Indeterminate FTEs (0.84) $D = C / 4.2$	$E = D \times 17.5$
5.4.5.3 Type 3 Job Offer: 1 point for each full-time equivalent job offer	Points by Type of Job Offer	Total Points	% of Maximum Point Value	Total Points
0.84	1	0.84	20.0%	3.5
0.45	1	0.45	10.7%	1.9
0.39	1	0.39	9.3%	1.6
0	1	0	0.0%	0.0

D) COMPREHENSION/UNDERSTANDING OF WORK (maximum 50 POINTS, Minimum 75% required)

Points for Comprehension and Understanding of Work components/categories will be allocated on a percentage basis as follows:

- a) If response is deficient; 0% of available points awarded
- b) If response includes some information but is missing substantial amount of critical information or is poorly described; then 50% of available points awarded
- c) If response includes most of information required to meet the established requirements; then 75% of available points awarded
- d) If response includes substantive information and exhibits a thorough understanding of the requirement; then 85 to 100% of available points awarded

i) Work Plan (up to 25 points)

The work plan should be provided in sufficient detail to clearly understand how the contractor intends on carrying out the statement of work by briefly stating how tasks will be undertaken, specific methods/procedures to be used and resources/equipment to be used including Contractor's environmental philosophy and greening initiatives. In addition, a transition plan in taking over the work from Parks Canada should be provided.

ii) Schedule (up to 15 points)

A draft schedule of operations should be provided clearly outlining months of operation, grounds maintenance frequency/routes and people resources to meet the requirements and levels of service as outlined in the Statement of work and associated annexes.

iii) Management of Services (up to 5 points)

Procedures and processes to verify/monitor staff performance and absences and ways/means of dispatching replacement staff if required as well as details to provide additional manpower when required

iv) Quality Assurance (up to 5 points)

Methods and procedures for confirming tasks are completed and meet contract specifications.



TECHNICAL COMPONENT SCORING SUMMARY

Point Rated Requirement	Maximum Points	Points Attained
A) CONTRACTOR EXPERIENCE (max 12.5 points)		
i) Years in Business	5	
ii) Company Relevant experience	7.5	
Total maximum marks this section	12.5	
B) CONTRACTOR PERSONNEL EXPERIENCE(max 20 points)		
i) Assigned Contract Administrator Experience	5	
ii) Assigned Supervisor Experience	10	
iii) General Quality/Training of Staff	5	
Total maximum marks this section (Minimum points acceptable = 50% / 10 points)	20	
C) PLAN FOR PARKS CANADA STAFF (MAX 17.5 POINTS)		
Type 1 Job Offer: 5 points for each full-time equivalent job offer	17.5	
Type 2 Job Offer: 2 points for each full-time equivalent job offer;		
Type 3 Job Offer: 1 point for each full-time equivalent job offer		
Total maximum marks this section	17.5	
D) COMPREHENSION/UNDERSTANDING OF WORK (MAX 50 POINTS)		
i) Work Plan/Methodology	25	
ii) Draft Schedule of Operations	15	
iii) Management of Services	5	
iv) Quality Assurance	5	
Total maximum marks this section Minimum points acceptable = 75% / 37.5 points	50	
TOTAL POINTS AVAILABLE	100	
Overall Minimum Points Acceptable (60%)	60	

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- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 50% in the technical evaluation criteria of section B – “Contractor Personnel Experience” and 75% in the technical evaluation criteria of section D - “Comprehension/ Understanding of Work”.
- d. Obtain the required minimum of 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.