



National Research Council Canada  
Administrative Services and  
Property Management Branch

Conseil national de recherches Canada  
Direction des services administratifs et  
gestion de l'immobilier

**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

**RETURN BIDS TO :  
RETOURNER LES  
SOUMISSIONS A:**

National Research Council Canada (NRC)  
Procurement Services  
1200 Montreal Road, Building M-22  
Ottawa, Ontario  
K1A 0R6  
Bid Fax: (613) 991-3297

<b>Title/Sujet</b> <b>EXTERIOR GROUNDS MAINTENANCE MANAGEMENT</b>	
<b>Solicitation No./N. de l'invitation</b> <b>15-22058</b>	<b>Date</b> <b>July 23, 2015</b>
<b>Solicitation Closes/L'invitation prend fin</b> <b>at/à 2 :00 PM</b> <b>on/le September 10, 2015</b>	<b>Time Zone/Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> Alain Leroux Telephone No./N. de téléphone : <b>(613)991-9980</b> Facsimile No./N. de télécopieur : <b>(613) 998-5701</b> Email : <b>alain.leroux@nrc-cnrc.gc.ca</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Proposal To:

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:

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).



<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No./N. de telephone</b> <b>Facsimile No./N. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## EXTERIOR GROUNDS MAINTENANCE MANAGEMENT

### 1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit four copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

### 2.0 SCOPE OF WORK

- 2.1 To provide Professional Services for Exterior Grounds Maintenance Management Services for the National Research Council in accordance with the detailed Statement of Requirements attached as Appendix "A".

### 3.0 PERIOD OF CONTRACT

- 3.1 The period of this Contract will commence November 1, 2015 to October 31, 2017 with an option to renew at NRC's discretion for two additional one-year terms, subject to satisfactory performance. A further renewal option of two additional one-year terms may be exercised at NRC's discretion subject to satisfactory performance and agreement upon a satisfactory fee structure for the two one-year option periods.

### 4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

**Alain Leroux**

Contracting Authority, Procurement Services

National Research Council Canada

1200 Montreal Road, Bldg. M-22

Ottawa, Ontario K1A 0R6

Telephone: **613 991-9980**

Facsimile: **613 998-5701**

Email: [alain.leroux@nrc-cnrc.gc.ca](mailto:alain.leroux@nrc-cnrc.gc.ca)

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

#### **5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than 2:00 PM EST, **September 10, 2015**, to the following **Contracting Authority**:

**Alain Leroux**  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980

**Proposals must not be sent directly to the Project Authority**

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "D".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

#### **6.0 MANDATORY EVALUATION CRITERIA AND EVALUATION CRITERIA**

**A proposal will be considered non-responsive if it does not meet the mandatory criteria indicated below or if it is not supported by proper and adequate detail, particularly where supporting evidence is required. Bidders must meet all RFP mandatory requirements indicated by imperative words such as, but not limited to, "must", "shall", "will" and "essential" including compliance with the mandatory terms and conditions of the RFP. Furthermore, it is essential that the elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFP. Proposals will be evaluated solely on their content.**

- 6.1 See Section 4 "Submission Requirements and Evaluation" for the Mandatory Evaluation Criteria.
- 6.2 Pricing Matric attached as a separate document Appendix "B"

## 7.0 **MANDATORY PROPONENT'S MEETING**

- 7.1 NRC has scheduled a "Mandatory Proponent's Meeting" to discuss the RFP Proposal submission, site conditions and to respond to questions.

At least one representative (and a maximum of 2) from Proponents that intend to bid **MUST** attend one of the mandatory proponents meeting August 18<sup>th</sup>, 2015 or August 20<sup>th</sup>, 2015. Meet Mr. Don Seabrook at 9 a.m. in Building U-61, 1920 Research Road, Uplands Campus of the National Research Council. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternate appointment date to view the site and their tenders will be considered "Non-Responsive". No exceptions will be made.

As proof of attendance, at the Proponents meeting the Contracting Authority will have an attendance form which **MUST** be signed by the Proponent's representative. It is the responsibility of all bidders to ensure that they have signed the mandatory bidders conference attendance form prior to leaving the site.

Proposals submitted by bidders who have not attended the conference or failed to sign the attendance form will be deemed "Non-Responsive".

## 8.0 **COST PROPOSAL**

- 8.1 The cost proposal must be submitted on the Price Matrix attached as Appendix "B"
- 8.2 **GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST):** The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 8.3 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

## 9.0 **CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

- 9.2 The method of Selection will be the highest combined Technical rating (70%) and price (30%)
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 Your proposal should contain the following statement:  
  
"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions - Services 2010C (copy attached as Appendix "C") and any other special conditions that may apply.

#### **10.0 CONFIDENTIALITY**

10.1 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

#### **11.0 CRIMINAL CODE OF CANADA**

- 11.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

#### **12.0 DEBRIEFINGS**

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

### **ADDITIONAL CONTRACT CLAUSES**

**Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.**

**13.0 T4-A SUPPLEMENTARY SLIPS**

13.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

**14.0 GOVERNMENT SMOKING POLICY**

14.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

**15.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

**16.0 GENERAL CONDITIONS**

16.1 The General Conditions 2010C entitled General Conditions Services and attached as Appendix "C" form part of this Contract.

**17.0 PROGRESS REPORT**

17.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

**18.0 ADDITIONAL WORK**

18.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

**19.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

19.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

**20.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)**

20.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

**21.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

21.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

**22.0 FORMER PUBLIC SERVANT**

22.1 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.

**22.2 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.

### 22.3 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.

22.4 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.

### 22.5 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.

22.6 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.

23.0 **SECURITY LEVEL**

23.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.

24.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

24.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

25.0 **ATTACHMENTS (DELETE ALL APPENDICES WHICH DO NOT APPLY)**

Appendix "A" - Detailed Statement of Work

Appendix "B" – Pricing Matrix

Appendix "C" - General Conditions 2010C

Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation)  
dated 2007/06/01

APPENDIX A

**STATEMENT OF REQUIREMENTS**

***Exterior Grounds Maintenance Management***

**1. Scope of work**

1. The work under this contract covers the complete grounds maintenance management requirements for the National Research Council of Canada at the following sites;
  - Uplands Drive Campus
  - Center for Surface Transportation and Technology, 2320 Lester Road
  - Building U-99, 709 Greenbank Road north of Fallowfield Road
2. The contractor shall be required to provide at his sole expense all services included in this RFP. These costs include, but are not limited to, all vehicles and equipment including any associated repair costs, materials, products, tools and labour as well as any sub-contracting costs which are to be performed in accordance with the terms and conditions of this contract.
3. The grounds maintenance management requirements shall include but not be limited to the following:
  - Spring clean up
  - Turf maintenance
  - Vegetation control
  - Sweeping and Flushing of Parking lots and Roadways
  - Sweeping of Pedestrian walkways
  - Tree maintenance
  - Shrub and Hedge maintenance
  - Planting and maintenance of flowers (annuals & perennials)
  - Litter/Waste Operation
  - Snow Cleaning/Removal
  - Snow and ice control

**2. Work Plan and Scheduling**

1. The contractor, 15 days after award of contract, shall submit a draft schedule for the grounds maintenance management (both summer & winter operations) requirements to the ASPM Project Authority for approval indicating the following:
  - Approximate start-up time for each item, duration of time
  - Number of staff and equipment
  - Proposed items of work
2. The contractor shall execute the grounds maintenance management requirements as described in this specification in a timely manner.

3. The ASPM Project Authority reserves the right to modify the schedule and dictate the specific order in which the activities are carried out and may prioritize them by activity and by site.
4. **The contractor shall attend monthly site meetings with the ASPM Project Authority for the duration of this contract.**

**3. Permitted  
Use of NRC  
Facilities**

1. The Contractor, **shall not** without written approval by the ASPM Project Authority use any part or parts of a facility or grounds for storage of equipment, materials or personal use.

**4. Staffing**

1. Demonstrate competence, experience, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.
2. Identify on the organization chart the senior person of the Contractor's Management Team who will act as the prime point of contact with the ASPM Project Authority.
3. Identify a Site Supervisor who has the relevant experience in projects of similar size, scope and complexity to meet the day to day requirements as described in the RFP.
4. Identify all key on-site personnel reporting directly to the Site Supervisor including a back-up for the position of the Site Supervisor.
5. Contractors must provide all necessary personnel information for key positions identified and provide the required CV's and certifications.

**NOTE:** Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

6. The Contractor must ensure that the following requirements are met and maintained by their employees for the duration of the term of the Contract.
  1. Site Supervisor – at least five (5) years experience in the following; landscape and civil maintenance, snow and ice control, and waste operations.

2. Field Employees – at least three (3) years in summer and winter maintenance and qualifications to operate various equipment.
3. Seasonal workers must be supervised at all times by experienced employees.
4. The Contractor must ensure that he is able to demonstrate at any time to the ASPM Project Authority that he is in compliance with the experience and competence requirements as indicated above by providing any and/or all proof of certification or work experience for all his employees.

**5. Experience & Competency or Similar Work**

1. Demonstrate skill and experience on similar contracts where the Contractor was regularly involved in the management of contracts of similar scope and size within the past seven years which are relevant to this requirement
2. Provide three (3) relevant business references which you previously have or are presently working for.
3. Complete the Table – Relevant Contract Information, found in Section 4, to provide basic information for each relevant contract/assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.
4. Demonstrate that the contracts offered as examples are linked to as many of the key personnel proposed as part of the Contractor's Management Team. Contractors must describe the nature of the contributions of the proposed personnel.
5. Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?
6. A minimum of three contracts of similar scope and nature shall be described. However, Contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience and qualifications of the Contractor and of the proposed team. References may be contacted.

**6. Vehicles/Equipment**

1. All vehicles and/or equipment shall be kept in a clean and presentable condition and meet provincial safety standards.
2. All vehicles and/or equipment shall be identified with suitable markings.
3. Equipment and tools identified to be employed for the execution of this contract shall upon request be made available to the ASPM Project Authority for inspection. Missing, unsuitable or broken tools and equipment may result in stoppage of work or a cancellation of this contract.
4. Equipment repairs shall be performed at the contractor's own time and expense.
5. The Contractor must submit along with his tender a list of equipment he owns and is available to fulfill the Contract. Only equipment that is owned by the bidder and appropriate for the work will be acceptable as determined by the ASPM Project Authority.

**7. Hours of Work**

1. Normal working hours shall be from 7:00 AM to 4:00 PM daily, Monday to Friday, excluding Statutory Holidays.
2. Obtain the ASPM Project Authority's approval to do grounds maintenance work outside or regular working hours.

**8. Grounds Maintenance  
Log and Key Activity  
Schedule**

1. Keep a daily maintenance log for each site/area throughout this contract. Maintenance log shall be reviewed with the ASPM Project Authority at monthly site inspection meeting or when requested.
2. Maintenance log and/or the Key Activity Schedule should include in detail activities carried-out; date and approximate time for start-up to completion of each activity.
3. Record locations of pest and weed infestation problems. Inform the ASPM Project Authority at the earliest convenience.
4. The Grounds Maintenance log sheet must be signed weekly by the ASPM Project Authority and/or his designate.

**9. Performance**

1. The contractor shall work expediently, so as not to

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encumber the site with excess materials, equipment or manpower.

2. The contractor must notify the ASPM Project Authority twenty-four (24) hours in advance prior to commencing with work during any phase of the maintenance work.
3. Should the contractor not perform to the standards outlined in this specification and/or as directed by the ASPM Project Authority, a warning will be issued by the Manager in writing. Should the contractor receive 3 warnings he will be asked to attend a performance review meeting.
4. All work shall be done in accordance with existing Municipal, Provincial and Federal regulations and by-laws. The contractor and his staff shall have knowledge of applicable codes, regulations and by-laws including WHMIS, the Occupational Health and Safety Act, the Canadian Labor Code and the Pesticides Act, latest editions.

#### **10. Safety and Protection**

1. The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by Federal and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.
2. In the event that any system or equipment appears to be unsafe, take interim remedial action and immediately notify the ASPM Project Authority and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.
3. The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The ASPM Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to supply suitable replacement equipment.
4. **Protection Equipment:** appropriate personal protective equipment must be provided by the Contractor and used while executing the required work. Such equipment shall conform to the latest industry standards and be in good repair. Any personal protective equipment not in good repair must be replaced immediately. Safety cones or safety barriers must be used as required to identify obstructions or other unsafe conditions at the work site. The Contractor is responsible for the supply

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and installation of all signage, protection and barriers required to execute their work in a safe and secure manner.

5. **Accident Reporting:** All accidents or injuries occurring on the NRC work site must be reported and documented to the ASPM Project Authority.
6. **Other Safety Issues:** The Contractor is requested to immediately report to the ASPM Project Authority any safety issue that may affect his staff in the performance of their work. The Contractor will be responsible for the health and safety of his workers, sub-contractors and vendors as regulated by Federal, Provincial and Municipal Act and Regulations.

### **11. WORKPLACE SAFETY INSURANCE**

1. The successful Contractor shall submit to ASPM at the time of entering into the Contract, within seven days after so being notified, and every sixty days thereafter, a certificate of clearance from the Workplace Safety and Insurance Board of Ontario (WSIB). Such clearance certificates shall indicate that the Proponent and any prior approved sub-contractor(s) have complied with the requirements of the WSIB and are in good standing in the books of the Board. WSIB coverage must be maintained throughout the contract period.
2. ASPM may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.
3. Please identify your WSIB account number # \_\_\_\_\_.

### **12. OCCUPATIONAL HEALTH AND SAFETY ACT**

1. Contractors shall note that should the provisions of the "Ontario's Occupational Health and Safety Act" apply to the services to be provided under a contract resulting from the RFP, all of the responsibilities and obligations imposed upon the "Owner" under this Act must be assumed by the Proponent and/or sub-contractor(s). All costs for services/materials required to fulfill these obligations shall be assumed to be included in the contract price. Should NRC become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities where so warranted, work could be suspended or indeed terminated without cost to NRC.

### **13. INSPECTION AND VERIFICATION OF THE WORK**

1. Inspections of all or part of the Contractor's activities will be performed by the ASPM Project Authority on a regular basis.



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2. The inspections will focus on the effectiveness, the quality and the reliability of the service provided as well as on the adherence to applicable regulations, specifications, standards and procedures.
  3. Should the inspection reveal any deficiency or abnormal condition of the work or service, the Contractor and if needed, the Sub-Contractor shall attend the site to demonstrate the quality of the work and/or performance of the equipment or system to the satisfaction of the ASPM Project Authority.
  4. Any work or service that has been rejected as failing to conform to the Contract requirements shall be promptly replaced, repaired, or re-executed by the Contractor to the satisfaction of the ASPM Project Authority.
  5. Monthly meetings will be scheduled, and will be used to discuss work status and performance related issues, provide feedback to the Contractor, review work schedules, suggest remedial action and monitor the overall performance of the contract so as to meet ASPM's standards and expectations.

**14. SECURITY*****Security Screening***

1. The Contractor shall carry out criminal background checks on all his in-house personnel that will work on NRC premises prior to putting forth the individuals name to NRC for security screening purposes. The Contractor must provide proof of this check as requested by NRC.
2. The Contractor must provide a list of all personnel to be employed to execute work to be provided under this Contract with personal data for security screening purposes. Such security could include finger printing (when required) and will be security cleared to "reliability level".
3. Only the employees who are security cleared will be permitted to work on the NRC premises.
4. The Contractor must provide to the ASPM Project Authority on a quarterly basis, updated and accurate lists of its employees and sub-contractors requiring access to the work sites. In the event the Contractor fails to comply with this subsection, the ASPM Project Authority may withhold payment from the Contractor until there is such compliance.
5. The ASPM Project Authority shall have the right to have any of the Contractor's employees or sub-contractors removed from any of the sites for security reasons, notwithstanding the results or status of any security screening with respect to such employee(s).
6. NRC shall not be responsible for any costs to the Contractor of any kind or nature which may arise from the exercise mentioned in

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Section 4 – Security inclusive of all sub-section 1 under this heading.

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**Security Requirements**

1. Only those employees identified by the Contractor and meet the conditions specified in this contract will be allowed access to NRC facilities. No other persons accompanying employees will be allowed into a building.
2. The Contractor's staff must report abnormalities to the NRC Security Building M1 by calling 613-993-2428.
3. All personnel will be photographed and issued an identification card which they must wear in a visible manner at all times.
4. All "ID" or access cards entrusted to the Contractor must be protected and returned to the ASPM Project Authority upon completion or termination of this Contract or upon termination of employment. Stolen, broken or lost "ID" or access cards must be reported immediately to the ASPM Project Authority.

**15. KEYS**

1. Keys can be issued to the Site Supervisor as required and must be signed out. All keys must be stored in a designated location satisfactory to the ASPM Project Authority.
2. The Site Supervisor shall ensure all keys issued are protected from loss and/or copying.
3. The Contractor shall not duplicate keys supplied by NRC.

**16. COMMUNICATIONS**

1. The successful Contractor shall establish an open line of communication that is effective in keeping a good rapport with all involved in this Contract.
2. The Site Supervisor, along with some key personnel must either be equipped with a pager or a cell phone (c/w voicemail) so they may be contacted immediately at anytime.
3. The Contractor (s) and Site Supervisor (s) must meet monthly with the ASPM Project Authority to discuss performance related issues, work schedules and submit the required reports. All reports, records and log sheets submitted must be signed and approved by the ASPM Project Authority and Site Supervisor for the up-coming month's invoice.
4. The Contractor must identify a contact number (accessible 24 hours a day) which must be available after normal hours of work and ensure a quick response to emergency and/or urgent calls.

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**17. UNIFORMS/DRESS**

1. All of the Contractor's personnel working under this Contract on NRC premises shall be suitably uniformed.
2. All personnel shall wear a clean uniform as follows:
  - Industrial type matching shirt and trousers, coveralls or smocks. The company name, logo or crest must be clearly visible on the uniform.
3. It is mandatory that all on-site personnel be visibly identifiable.
4. All personnel must wear their Photo Identification Card in a visible manner.

**18. Taxes and Licences**

1. The successful Contactor will be solely responsible for the payment of insurance premiums, licenses, taxes and all other charges imposed by the federal, provincial or municipal authorities.

**19. Insurance Requirements**

1. The successful Contract must provide and maintain during the term of the Contract Commercial General Liability insurance in a form acceptable to NRC and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof.

As well, the successful Contractor must provide and maintain during the term of the Contract liability insurance in respect to either owned and/or leased vehicles and equipment not less than \$2,000,000 inclusive per occurrence. Liability insurance coverage shall not be subject to a deductible.

**20. Regulatory Standards**

1. The Contractor shall adhere to all applicable codes and regulations including but not limited to Environmental Regulations and Occupational Health and Safety Regulations. NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, NRC abides by the more stringent of either Provincial or Federal Codes and Regulations.

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**21. Changes to Scope**

1. ASPM requires the flexibility to respond to changes in its operation. During the term of the Contract, the ASPM Project Authority may adjust the scope of the Contract. Such adjustments will be mutually agreed upon with the Contractor that there will be a change to the Contract and confirmed in writing from the ASPM Contract Authority.
2. Should the Contractor not wish to undertake any additional work resulting from a change in scope, ASPM reserves the right to tender this portion of the new work, as well as other work being done by the Contractor and deemed appropriate to combine with the additional work.
3. Should the price of the work so removed from the Contract be clearly delineated in the proposal, the Contract amount shall be adjusted accordingly, otherwise any changes in contract price will be by mutual agreement.

## SUMMER GROUNDS MAINTENANCE SCHEDULE

SITE: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_ WEEK OF: \_\_\_\_\_

*This is to verify that the following operations have been performed as per specifications*

TASK LIST	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	REMARKS
Raking								
Aerating and flushing								
Sweeping Parking Lots								
Sweeping and flushing roadways								
Cultivating Beds								
Mulching								
Top-Dressing								
Over seeding								
Garbage pick-up								
Sweeping Walkways								
Mowing Turf								
Trimming								
Fertilizing Turf								
Weed control and Vegetation control								
Pruning Trees & Shrubs								
Watering								

DATE: \_\_\_\_\_ NAME OF SUPERVISOR \_\_\_\_\_ CONTRACTOR'S SIGNATURE \_\_\_\_\_

ASPM PROJECT AUTHORITY SIGNATURE \_\_\_\_\_

## SNOW AND ICE CONTROL MAINTENANCE SCHEDULE

SITE: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_ WEEK OF: \_\_\_\_\_

*This is to verify that the following areas are clear of fallen or drifting snow and ice, and/or have been salted(s) or sanded(sn)*

LOCATION	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	REMARKS
Handicap Ramps								
Roadways								
Parking lots								
Fire routes								
Sidewalks								
Doorways								
Gates and fence lines								
Ramps								
Loading Docks								
Emergency Exits								
Filler Pipes								
Fire Hydrants								
Refuse Bins								
Litter Picked Up								
Supervisor's Initials								

DATE: \_\_\_\_\_ NAME OF SUPERVISOR \_\_\_\_\_ CONTRACTOR'S SIGNATURE \_\_\_\_\_

ASPM PROJECT AUTHORITY SIGNATURE

\_\_\_\_\_

**KEY ACTIVITY SCHEDULE (sample)**

<b>Date Required</b>	<b>Activities</b>	<b>Location</b>	<b>Date completed</b>	<b>Comments</b>
March – Week 1	<ul style="list-style-type: none"> <li>Litter pick-up, removal and waste basket emptying</li> <li>Flood control plan completed</li> <li>Spring clean-up plan completed</li> </ul>	<ul style="list-style-type: none"> <li>All sites</li> <li>All sites</li> <li>All sites</li> </ul>		
March – Week 1,2,3 and 4	<ul style="list-style-type: none"> <li>Flood Control Measures fully implemented (Catch Basins, etc.)</li> <li>Start spring clean-up as snow melts</li> </ul>	<ul style="list-style-type: none"> <li>All sites where required</li> <li>All sites</li> </ul>		
April – Week 1 & 2	<ul style="list-style-type: none"> <li>Removal of winter protections completed</li> </ul>	<ul style="list-style-type: none"> <li>Where required</li> </ul>		
April – Week 3 & 4	<ul style="list-style-type: none"> <li>Turf clean-up and repair completed</li> <li>Maintenance of summer furniture completed</li> <li>Spring clean-up of hard surfaces completed (e.g. flushing and/or sweeping)</li> <li>Removal of salt boxes completed</li> </ul>	<ul style="list-style-type: none"> <li>All sites</li> <li>All sites</li> <li>All sites</li> <li>All sites</li> </ul>		
May – Week 1 & 2	<ul style="list-style-type: none"> <li>Spring clean-up on all surfaces completed</li> <li>First turf fertilization completed</li> <li>First turf aeration completed</li> <li>Waste receptacle emptying a minimum of once a day</li> <li>Turf overseeding completed</li> </ul>	<ul style="list-style-type: none"> <li>All sites</li> <li>All sites</li> <li>All sites</li> <li>All Sites</li> <li>All Sites</li> </ul>		
May – Week 3 & 4	<ul style="list-style-type: none"> <li>First grass cutting</li> <li>First weed control completed</li> <li>Edging around Specimen Trees, shrubs and hedges completed</li> <li>First weed operation completed (tree, shrub, flowers)</li> <li>Flower beds should have annual flowers planted completed</li> </ul>	<ul style="list-style-type: none"> <li>All sites</li> <li>All sites</li> <li>All Sites</li> <li>All Sites</li> <li>Where required</li> </ul>		



**1. General**

1. The objective of this section is to provide the Contractor with operational service requirements for the landscape, snow and ice control; and waste operations for the Grounds Maintenance Management Contract. The Contractor shall be solely responsible for providing at his own cost all operational services on all Lands/Campuses within the scope of this Contract. The Contractor will be responsible for any rehabilitation, damages, or replacement costs resulting from the absence or lack of service and maintenance on the part of the Contractor.
2. Site Plans for the respective Lands within the scope of this Contract have been included as general information **ONLY**. Contractors are responsible to note service requirements and any changes to the site plans, any discrepancies between the actual site and drawing should be brought to the attention of the ASPM Project Authority at the time of the site showing and an Addendum will be issued.
3. The Contractor shall employ staff, vehicles, equipment and methods as to ensure a satisfactory quality and rate of progress.
4. Vehicles and equipment shall be in good condition and present a good appearance.
5. The Contractor must furnish with his bid submission, a complete listing of all equipment available/required to successfully complete the scope of work detailed in the RFP. Tenders missing this information will be disqualified. The NRC-ASPM reserves the right to inspect the bidder's equipment prior to the award of this contract.
6. The Contractor shall maintain good order and discipline amongst their employees engaged under this contract, and shall **not** employ anyone not skilled in the task assigned under this contract.
7. Sub-contracting of any portion of the work detailed in this RFP will **not** be permitted without the prior authorization of the ASPM Project Authority. Any work undertaken by a sub-contractor shall in no way relieve the Contractor of their responsibilities to NRC under the terms and conditions of this contract.
8. All work shall be done in accordance with existing Municipal, Provincial and Federal regulations and by-laws. The Contractor and his staff shall have knowledge of the applicable codes, regulations and by-laws including WHIMS, the Occupational Health and Safety Act, the Canada Labour Code and the Pesticides Act, latest editions to perform all work required to fulfill the obligations of this Contract in accordance with industry standards.

**2. Initial Spring Clean-up**

1. Initial clean up is to be carried out immediately and as quickly as possible when the area is suitable to enter in the spring and **completed by May 1<sup>st</sup> of each year.**

2. Remove winter fixtures and store in locations indicated by the ASPM Project Authority. Winter fixtures are identified to be items such as snow fence and posts, sandboxes, and site service equipment markers. (Snow fencing at Uplands Campus and U-99 Greenbank Road.)
3. Pick-up and remove from the area all debris resulting from the winter period.
4. Remove from all turf areas adjacent to hard surfaces surplus sand, crushed stone and/or grit.

### **3. Removal of Debris**

1. The contractor will be informed by the ASPM Project Authority the location of a refuse containers for the contractor's use.
2. Monthly, Pick-up and remove from all sites foreign materials or debris, such as glass, metal or paper objects, dead wood, dead vegetation, and dead carcasses.
3. Clean flowerbeds, shrub beds, and fence borders of debris and dead vegetation material. Rake lawn areas and remove debris, leaves, and surplus sand and dead vegetation.
4. Accumulated piles of debris shall be removed from the sites after each day's work.
5. The contractor shall be responsible for all fees related to the disposal of all waste, leaves and snow required to be removed from the NRC lands included in this Contract. All waste is to be disposed of according to applicable federal, provincial and municipal regulations.

### **4. Turf Repairs**

1. **Repairs to the turf due to winter damage must be completed by May 15 of each year.**
2. The turf shall be top-dressed with up to 1 cm of good quality topsoil and the area over seeded with a mechanical seeder. If the turf density is not optimum by June 30<sup>th</sup> the contractor will be required to repeat the procedure in September of that year.
  - Overseed at a rate of 2.5 lbs per 1000 sq. ft.
3. Recently refurbished grass areas must be watered to maintain adequate soil moisture to ensure good root development.

- ### **5. Hard Surface Areas**
1. Mechanical flushing and sweeping of all parking lots, roadways, main building entrance walkways shall be **done two (2) times a year, in the month of April and August.**

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2. **From April 1<sup>st</sup> to November 30<sup>th</sup> each year** weekly sweep all walkways, steps, ramps and entrances to ensure they are free of any dirt and debris. The work must be completed by 10:00 AM.

#### 6. Water

1. The contractor will be allowed to utilize existing hose bibs on the exterior of each building as and when required.
2. The use of fire hydrants on NRC lands will not be allowed.
3. The contractor is responsible to provide all necessary hoses, pumps and sprinklers to water the grass areas within 40' from all buildings (fields excluded) and all flower arrangements.

#### 7. Fertilizers

1. Fertilizing of all fields and turf areas shall be performed two (2) times per growing season, Mid-May to June and September to October.  
Exclude Building U99.
2. Specify the proposed brand name of fertilizer to be used with the bid submission and Provide a technical Analysis Data sheet and Material Safety Data Sheet.

#### 8. Pruning

1. Fertilize the front and sides of Buildings once per year, months of May and June. Exclude Building U-99 Green Bank Road.
2. The contractor is responsible for the watering, cultivating, weeding, edging, and mulch placement. The contractor shall **not** cut, trim, destroy or remove any tree without written approval from the ASPM Project Authority.
3. Pruning shall include the removal of all dead diseased, interfering and objectionable limbs and branches. The ASPM Project Authority shall direct the contractor as to which limbs/branches are deemed objectionable. The contractor shall follow acceptable horticultural practices. He shall also comply with Agriculture Canada Publications 1507-1977 "The Pruning Manual" and relevant updates.

4. **Trees:** The following items shall also apply. Pruning shall occur at the following times for the various species:

**Deciduous Trees** – Flowering, after the spring flowering period is completed.

**Deciduous Trees** – Non-flowering early spring, prior to budding of the leaves.

**Coniferous Trees** – Early spring, prior to new growth.

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- Ensure all cuts are vertical, smooth and there are no locations for moisture accumulation.

**9. Mulching**

1. Mulch shall be maintained to a dept of 6 cm.
2. All mulch material shall be supplied by the contractor. Submit a sample prior to commencing this operation.
3. Mulch shall not be mixed with soil.

**10. Moving, Trimming, Edging**

1. Equipment used to mow turf areas shall be designed for this purpose and have turf tires only.
2. All turf areas shall be mowed when grass or other plant material reach 1/3 above the recommended height as follows:
  - **Turf/Lawn areas around buildings**  
→ **2.5"– 3.5" not to exceed 4"**
  - **Turf areas 20'0"on either side of roadways and parking lots.**  
→ **2.5"- 3.5" not to exceed 4"**
  - **Fields**  
→ **6" not to exceed 8"**
3. Turf areas shall be **trimmed** where necessary around all obstacles such as trees, traffic markers, posts, fire hydrants, flower beds, building lines, fence lines, along concrete curbs, parking lots, driveways and walkways.
4. Grass around the buildings may be kept at the higher tolerances during mid June, July and August, and at the shorter tolerances during the remaining months.
5. Edge all flowerbeds, shrub beds and any other turf edge with the original layout or in accordance with the changes specified by the ASPM Project Authority.

**11. Winter Preparation**

1. Commence this work as soon as practical in the autumn season and **complete by mid November of each year.**
2. Rake and remove all leaves and debris from the specific areas. Leaf piles shall be removed from the sites after each day's work.
3. Obtain from ASPM all sandboxes and put in place as per the ASPM Project Authority's instructions.

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4. **Maintain and fill the sand/salt boxes with either grit, salt or a mixture as per instructions from the ASPM Project Authority**
  5. Remove all debris and vegetation from the flowerbeds, planters, roadways, parking lots and clean out the window wells and fresh air intake wells.
  6. Obtain from ASPM all snow fencing, posts and other materials necessary for the fence installation and install as per the ASPM Project Authority's instructions.
  7. Obtain from ASPM all markers for fire hydrants, water valves and other obstacles, and install as per the ASPM Project Authority's instructions.

**12. Weed and Vegetation Control**

1. Supply all labor, equipment and materials necessary for the application of vegetation control/retardation at the following sites:
  - Uplands Drive Campus
  - Center for Surface Transportation and Technology
2. Obtain all appropriate licenses and liability insurance for the use of and application of pesticides and herbicides. In the event that the contractor calls upon the services of specialized company (ies), the contractor shall provide the name of the company (ies) offering the services and his/their qualification(s). Pesticides and herbicides shall not be used on a routine basis but only for spot treatment. Cultural methods shall be used initially to treat problems. Follow provincial regulations including the use of signage.
3. Furnish a list of equipment that will be used for the weed and vegetation control work, including all applicable licenses and registration numbers/certificates, etc.
4. Vegetation Control/Retardation of Non-Turf Areas
  - Carry out spraying **prior to July 15** on a bright sunny, wind-still, day at temperatures between 70 to 80 degrees F. Apply herbicide in strict accordance with the manufacturer's recommendations.
  - Treat areas with a Glyphosate herbicide, "Round-Up", or another approved equivalent type herbicide. Submit details to the ASPM Project Authority prior to spraying.
  - Apply vegetation control/retardation to the following sites and areas, quantities shown are approximate only to be sprayed twice per year
    - Railway track and ramp behind building U-90, approximately 1 acre.
    - And building at top of ramp all around

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- All of the railway track and railway granular bed at the Railway Laboratories Test Facility Campus, approximately 1.3 acres.
  - **Transformer Yards:** Area within the fenced area and approximately 1'-0" outside the fence.
    - North side of building U-66.
    - South side of building U-89.
    - North side of building U-70A.
    - West side of U-70
    - U-84 Compound inside & outside
    - Spray around all storage containers
    - Sprung shelter
    - Spray around entire fault line inside & out AST campus twice per year
    - Hourly rate to spray round-up on campus.
  - Obtain permission and clearance from the ASPM Project Authority before proceeding with the work in these areas.

- The crushed stone granular area below the 30 ft. wind tunnel at building U-70, approximately ½ acre.

#### 5. Services

- Submit all necessary schedules, data, MSDS documentation required prior to commencement of any spraying application.
- Obtain permission and clearance to proceed with the spraying application.
- Provide services as outlined herein.
- All work will be examined and verified 2-3 days after the spraying application by the ASPM representative.  
**Effectiveness of the spraying application will be expected to be 90% of vegetation kill.**

### 13. Litter/Waste Operations

1. Be responsible for the pick-up, clean up and disposal of all organic and inorganic waste present within the boundaries of this Contract.
2. Be responsible for litter pick-up (ground), litter removal (waste receptacles), spring clean-up, foreign object removal, leaf raking, blowing and clean up. Be responsible to provide all necessary materials including plastic garbage bags for the waste receptacles to carry out the waste operations.
3. Perform the following tasks;
  - Remove debris and litter on any surface.
  - Empty waste receptacles 3 times per week before noon or when they are no more than 85% full which ever occurs first.

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- Pick-up all leaves **by November 15, each year.**

**14. Shrub and Hedges  
Maintenance**

1. Maintain all existing shrubs and hedges located within the boundaries of this Contract.
  - Cedar Hedge at U61
2. Perform the following tasks;
  - Supply all material and product, fertilizing, watering, trimming, cultivating, weeding, edging, pruning and trimming, mulch placement and removal, removal and installation of winter protection.

**15. Fixtures and Furniture**

1. Be responsible to maintain and place all fixtures and furniture in the designated areas as instructed by the ASPM Project Authority. The Contractor is responsible to supply all required supplies and materials.
2. The fixtures and furniture include all NRC planters, benches, picnic tables, waste receptacles, bicycle racks located within the boundaries of this Contract. Perform the following tasks;
  - In spring, placement on site.
  - Ensure the fixtures and furniture are clean and free of hazards.
  - Perform general repairs to maintain the functionality of exterior fixtures and furniture supplied by ASPM.
  - Annually, by mid- May, stain the 12 picnic tables.
  - Removal and placement into winter storage.

**16. Snow and ice control**

1. Provide all snow and ice control services on all roadways, parking lots, sidewalks and building access points such as, entrances, exits, doorways, steps, stairs, ramps, fire lanes, loading docks, access to garbage or recycling containers, bus shelters; access to fire hydrants, supply pipes intakes/exhaust vents and waste receptacles that are present within the boundaries of this Contract. This includes, but is not limited, to snow and ice removal by hand clearing, sweeping, mechanical snow blowing, plowing, piling, transporting, shoveling, removing and de-icing (salting and sanding), etc.

The Contractor shall:

- Provide all snow and ice removal Equipment (vehicles, machinery, shovels, etc.) and all supplies (grit, salt, sand, De-icing material, etc.) required to deliver all Snow and Ice Control services;
- Remove all snow and ice from all assets to ensure continuous, safe use and passage on all designated Lands and assets. Ensure that all parking spaces remain clean of any snow or ice at all times (loss of any parking space for

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any reason whatsoever is unacceptable). Drifting snow to be removed twice daily (before 7 am and before 4 pm). In general, grit and salt are used as de-icing agents for this Contract. However, de-icing agent as described in Section 3.7 is to be used on all building entrances (covering the full width of the entrance and for a distance of 4 meters of doorways), steps and stairs;

- Remove all snow banks in front of any pedestrian access to buildings, in front of any roadway access points, in front of any roadway intersections, in front of any parking lot entrances, bus shelters, and/or fence gates;
  - Clear all roadways, walkways, fence gates, drainage systems (surfaces, drains, grates, manhole covers, etc.) of any snow and ice;
  - Provide continuous accessibility to all designated Lands for fire, police and medical emergencies;
  - Stockpile snow only at designated areas determined each year by the ASPM Project Authority (snow and ice disposal fees and damages due to stockpiling are to be assumed by the Contractor). Delineate with a snow fence areas where stockpiling is permitted as determined by the ASPM Project Authority.
  - Dispose all snow and ice according to applicable federal, provincial and municipal regulations;
  - Replenish salt-boxes/containers used for storing de-icing materials;
  - Clean up in spring;
  - Ensure that sites are safe for public use;
2. Provide the following services;
- Installation of all winter fixtures and snow fencing as supplied by NRC.
  - All snow/ice removal equipment (vehicles, snow plows, machinery, shovels, etc.) and all supplies (grit, sand, salt, calcium chloride, etc.) required to deliver **all** snow and ice control services.
  - Continuous safe accessibility on all roadways and main access points into each building for fire, medical or police emergencies.
  - Snow and ice disposal fees and repairs of all damages due to stock piling.
  - Spring clean up and repair of turf areas due to winter kill.
3. In general, clear the full width of any surface roadway, parking lot, walkway, fire lane of any snow and/or ice at all times. All roadways shall be maintained to bare asphalt.



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4. Clear & remove all snow and ice around non-critical or non-emergency items such as the garbage or recycling containers within 24 hours of the storm.
  5. Clear snow and ice by 7am each day and must be maintained in a clear condition during the day if the conditions persist. Snow and ice operations can only terminate after all snow and ice has been completely cleared. The maximum allowable accumulation at any given time, from beginning to end of a storm shall not exceed 4cm.
    - The complete CSTT compound must have snow cleaned before 6 am. This includes all roadways and parking lots around all buildings within this compound.
    - The U-84 compound must not have any excess snow piles at any time. All snow must be completely cleared and removed from the compound by 8 am.
    - Complete snow clean up after a snow storm to be completed within 24 hours of the storm.
    - Any de-icing material (grit, sand, salt) shall be applied on a continuous basis during slippery/icy conditions and until the surfaces are clean and remain clean of any snow or ice.
    - Clear all sidewalks, stairs, ramps, staircase full width; sand and/or salt roadways, ramps and entrances to loading docks when necessary to ensure surfaces are safe for vehicle traffic and pedestrian. Apply additional material (when requested).
    - Any excess material must be removed immediately upon instructions from the ASPM Project Authority.
  6. Special Instructions
    - Any work not satisfactorily completed will be identified to the contractor and shall be carried out immediately. Should the work **not** be complete in 2 hours NRC will, after notifying the contractor, take the appropriate action to satisfactorily complete the work and will deduct from the next invoice from the contractor an appropriate amount to cover the costs of the work.
    - Take special care to:
      - Not plow, blow or place snow against buildings, trees or shrubbery adjacent to areas of this contact.

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- **Not pile or blow snow against fences or gates adjacent to areas of this Contract. All gates must operational and serviceable at all times.**
  - Leave at least 15 cm of snow on turf areas when cleaning snow piled on turf during plowing operations.
- Make available a telephone number and contact list where he can be contacted on a 24 hour/7 day basis.

**1. Topsoil**

Friable soil consisting of 45% sand, 30% silt, 20% clay, 5% organic matter and pH value of 6 to 7, free of subsoil, roots, vegetation, toxic materials, and stones over 10mm in diameter.

**2. Peatmoss**

Decomposed plant material containing a minimum of 60% organic matter by weight and moisture content not exceeding 15%, pH value between 4.5 and 6.0.

**3. Fertilizer****Organic**

Organic based lawn fertilizer with 50% of the total nitrogen derived from organic matter and no less than 25% organic matter in the total mix. The general fertilizer formulation and rate of application shall be as follows: 18-14-18, 75% SCN at 2.5 Kg/100m<sup>2</sup>.

Note: Fall fertilization to be 1-2-3 ratio (i.e. 4-8-12) with 50% SCN.

**4. Grass Seed**

Canada No. 1 grade in accordance with government of Canada Seeds Act and regulations. A seed analysis certificate and date of harvest may be required. All turfgrass seed varieties should be improved varieties and winter hardy for the National Capital Region:

- i) 40 % Kentucky bluegrass
- 40% Fine leaf fescue, creeping red  
Fescue and chewing  
Fescue in equal proportions
- 20% Perennial ryegrass (endophyte enhanced)

**5. Herbicide**

Herbicide products used shall be registered for such use by Agriculture Canada under the Pest Control Products Act.

Acceptable product for broad leaf weeds in lawns and turf: 2, 4-D, mecoprop, dicamba combined in liquid formation.

Acceptable material for control of non-specific vegetation in areas designated: non-selective herbicide (e.g. Roundup).

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**6. Mulch****Cedar Bark chip (classes A and B)**

From coniferous trees varying in size from 25 to 50mm in diameter and brown in colour.

**7. De-Icing Materials (entrances and stairs to buildings)**

De-icing agent consisting of a mixture of the following chemical ingredients: Magnesium Chloride, Calcium Chloride, Sodium Chloride, Potassium Chloride, Urea, Calcium Magnesium Acetate with an abrasive additive.

Composition: pellets or flakes

Container: 20 kg bags

Characteristics: The de-icing material shall meet or exceed the following:

- Anti-caking agent
- Corrosion inhibitor
- Freezing point (min -21°C)

**8. Winter Road Salt (Typical highway road salt)**

Coarse crushed rock salt to comply with O.P.S.S. 2502 material specifications and shall be 9.75mm (3/8") maximum and 2.36mm (1/8") minimum in size. Any other material used for ice control shall be approved before its use. There shall be no stock-piles of salt or sand on NRC Lands without prior approval.

**9. Roadway Granules (Winter Grit)**

The granules shall consist of clean, crushed, sharp particles of aggregate free of soft particles, loam, vegetable matter or any other foreign matter. The granules shall be sharp and angular in nature and be produced from crushed limestone. Crushed stone granules shall be 4.75mm (3/16") maximum and 2.38mm (1/8") minimum in size.

**10. Stakes**

- Wood, pointed on end, 38 x 38 x 2300mm.
- T-rail, steel 40 x 40 x 2400mm.

**11. Guying Wire**

Steel, 3mm wire.

**12. Anchors**

Drive-in type, 18 x 150mm aluminum “duckbill”.

**14. Garbage Bags**

Brown, black or green, 3mm thick, various length and width as required to fit garbage receptacles.

**15. Stain**

Good quality stain, Durable 100% Acrylic Latex. Colour to match existing picnic tables.

**1. GENERAL INFORMATION**

- a) This section describes the process and criteria ASPM will use to evaluate the proposals and determine the successful Contractor.
- b) The evaluation process will have three (3) phases, as described below. Proposals shall be structured such that each section and area of the proposal is complete and stands alone. The use of cross-referencing within each section to satisfy formal requirements is not acceptable and may render the Proposal non-compliant. Evaluators will only look at information offered under the applicable section to make their assessment.

Contractors are required to submit the following packages:

- Mandatory requirements
- Technical Proposal
- Financial Proposal

**NO FINANCIAL INFORMATION WHATSOEVER SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL. THE FINANCIAL PROPOSAL SHALL BE SEPARATED, SEALED AND ENCLOSED UNDER A SEPARATE COVER WITH THE CONTRACTOR'S PROPOSAL.**

- c) The proposal shall be complete, clear and concise.
- d) Each proposal will be evaluated solely on its own content.
- e) Prepare the proposal in conjunction with the stated "Evaluation Selection Criteria", which your proposal will be evaluated against.
- f) Your proposal shall become part of the Contract.
- g) The objective of the bid evaluation is to select a Contractor who has demonstrated the highest level of competence and capability to support ASPM's operations.
- h) Contractors are required to submit an original and four (4) paper copies of their Technical Proposal, two (2) copies of their Financial Proposal.

**2. MANDATORY REQUIREMENTS**

Failure to meet all the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

The mandatory requirements are:

1. Proposal Form, signed and sealed by duly authorized signing officers of the Contractor's company.
2. Provide copies of an independent Auditor's report and a copy of a financial statement from the last Auditor's report to November 1 2015. As well the Contractor must provide a clear statement setting out the nature of any pending litigation.
3. Evidence of Insurance.
4. Attendance sheet to be signed at the mandatory Contractor's Meeting and site tours indicating that the Contractor attended these events.
5. Contractors must provide a statement that they can and will provide services in both official languages.
6. The bidder must provide a statement identifying any or all proposed Sub-Contractor's and the relationship between the primary bidder and the Sub-Contractor(s) or potential franchise operator.

**3. DESCRIPTION OF PROPOSAL ELEMENTS****Corporate Background**

1. Provide a corporate and strategic organization chart.
2. Provide the corporate background and general company description for the prime Contractor and all proposed sub-contractors. This should illustrate the capability and capacity of the company to successfully undertake the Contract requirements. If the Contractor wishes to include corporate brochures and other supporting documentation with their proposal, then they shall be attached as an Appendix to this section.
3. Indicate what priority this Contract holds in the corporate business plan and why it is important that the company's proposal be selected.

**4. PREVIOUS EXPERIENCE ON SIMILAR WORK**

1. Demonstrate experience on similar contracts of similar scope and size by identifying contracts performed by the corporate organization where members of the Contractors proposed site organization were involved with similar contracts within the past seven (7) years which are relevant to this requirement.
  - o Provide three (3) references for the “Grounds Maintenance” of an industrial /institutional/commercial facility with numerous buildings and sites.
2. Complete the following Table – Relevant Contract Information to provide basic information for each relevant contract/ assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.
3. Demonstrate that the contracts offered as examples are linked to as many of the key personnel proposed as part of the Contractor’s Management Team. Contractors must describe the nature of the contributions of the proposed personnel.
4. Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?

Table – Relevant Contract Information

<b>Contract Name</b>	<b>Client</b>	<b>Client’s Point of Contact</b>	<b>Client’s Tel. No. and E-mail address</b>	<b>Proposed Resources who Worked on the Contract</b>	<b>Contract Value</b>	<b>Start/ End Dates</b>



- 
5. A minimum of three contracts of similar scope and nature shall be described. However, Contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience and qualifications of the Contractor and of the proposed team. References may be contacted.

#### **5. CONTRACTOR'S MANAGEMENT TEAM**

1. Demonstrate competence, experience, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.
2. Provide an organization chart of the team illustrating the individual team members and the relationship among the prime Contractor and any strategic partners or sub-contractors.
3. Identify on the organization chart the senior person of the Contractor's Management Team who will act as the prime point of contact with the ASPM Project Authority.
4. Identify the Site Supervisor who has the relevant experience in projects of similar size, scope and complexity to meet the day to day requirements as described in the RFP.
5. Identify all key on-site personnel reporting directly to the Site Supervisor including a back-up for the position of the Site Supervisor.
6. Contractors must provide all necessary personnel information for key positions identified and provide the required CV's and certifications.

**NOTE:** Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

#### **6. DRAFT HEALTH AND SAFETY PLAN**

1. Elaborate in detail the Contractor's Health and Safety Plan for its functions as it conforms to applicable legislation and policies including, but not limited to the following:
  - Safe workplace training
  - Specialized training of specific tasks, operations equipment
  - WHMIS training
  - Use of personal protective equipment
2. Describe in detail the Health and Safety Program or practices currently in place, including training and monitoring of staff performance and sub-contractor performance.

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**7. DRAFT COMMUNICATIONS PLAN**

1. Detail how the Communication Plan will address how the Contractor will report progress, coordinate deliverables, resolve problems and issues and interface/liaise with the ASPM Project Authority. The RFP describes regular reporting requirements in forms of reports and meetings. The Contractor is to describe how these significant reporting requirements will be managed.
2. The Contractor must put in place a reporting system to identify all achievements, slippage or changes to project schedules or major milestones during the term of this Contract. All progress reports must be reviewed by the ASPM Project Authority to ensure that the content satisfies ASPM's management.

**8. FINANCIAL PROPOSAL****1. General**

The Financial Proposal must be submitted separately in a sealed envelope and shall contain the following:

- Title Page
- Table of Contents
- Financial Capacity
- Disclosure Statement
- Insurance Certificates
- Pricing Schedules

**2. Description of Elements****1. Financial Capacity**

NRC requires assurance that Contractors have the corporate financial resources and financial stability necessary to meet the cash flow requirements of the resulting contract. In order to demonstrate its financial capacity, the Contractor must include the following with its proposal:

- a) Audited Financial Statements, if available, or Unaudited Financial Statements for the company's last three (3) years, Statement of Earnings and Income Statement as of November 1 2015.

- b) Confirmation letter from the Contractor's banking institution indicating the value of the total lines of credit granted and the amounts available and not drawn upon as of November 1 2015.
- c) All financial information provided with the Proposal must be certified by either the Chief Financial Officer or the signing officer of the Contractor's company.
- d) NRC, at its discretion, reserves the right to request additional financial information or conduct an on-site review of the Contractor's financial information as part of the evaluation process. Contractors must make their facilities and all appropriate supporting documentation and records available for such an on-site visit.

## **2. Disclosure Statement**

The Contractor must provide a clear statement setting out the nature and extent of any material litigation pending against the Contractor or any member of the Consortium.

## **3. Insurance Certificates**

Contractors must insert their Insurance Certificates as part of their Technical Proposal.

## **4. Pricing Schedules**

Contractors must submit as part of their Financial Proposal the pricing schedules, found in Schedules 1, 2 and 3, Appendix B, Pricing Matrix.

# **9. EVALUATION METHOD**

## **1. Evaluation Team**

ASPM's evaluation team will be composed of representatives from Facility Maintenance and from Procurement Services. They will be evaluating the proposals based on the needs of the various groups represented on the team as well as the overall needs of NRC and ASPM.

## **2. General**

ASPM will evaluate the proposals based on a weighted percentage system in accordance with the following guidelines:

Technical Proposal (Appendix A)	70 percent
Pricing Matrix (Appendix B)	<u>30 percent</u>
Total Score	100 percent

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The Contractor receiving the highest total score determining that their proposals offer the best overall value to NRC will be recommended to be approached in order to finalize the details of a contractual agreement for the provision of the required services requested in the RFP. In the event of a tie, the Contractor submitting the lower price for the services will be selected.

**3. Types of Evaluation Selection Criteria**

For the purposes of this RFP, there are two types of evaluation criteria: “Mandatory and Rated”. Failure to meet ALL Mandatory Criteria (MC) could result in the Proposal being non-compliant and will not be considered further in the Management and Technical Evaluation phase (MR and TR, rated criteria). Once the Mandatory Criteria has been met, the Proposal will be evaluated against the Rated Criteria. Contractor’s proposal must score a minimum of 75% of the total points allowed for the “Rated Requirements” for their proposal to be considered further.

Only those proposals that meet all Mandatory Requirements and meet or exceed the minimum total scoring of 75% of the points for the “Rated Requirements” (MR and TR) will then have their financial proposal evaluated.

**10. PROPOSAL EVALUATION****1. Mandatory Criteria (MC)**

To be compliant and to be considered further in the evaluation, Contractors **must** meet the following Mandatory Criteria:

Reference	Description	Achieved?	Cross Reference To Proposal
MC1	<b>Proposal Form:</b> Completed and signed Request for Proposal form. Statement provided certifying whether the bidder is a sole entity, partnership or corporate entity.	Yes/No	
MC2	<b>Certifications:</b> Certifications must be properly completed and submitted with the Proposal. Certifications required are: a) Proof of maximum insurance coverage currently carried as: 1. Comprehensive General Liability Insurance and Vehicle/Equipment Liability Insurance	Yes/No	
MC3	<b>Site Visit / Inspection Tour:</b> It is mandatory that the Proponent or a representative of the Proponent visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be signed at the Site Visit and briefing session.	Yes/No	
MC4	<b>Technical Proposals:</b> 4 copies of the Technical Proposal must be provided.	Yes/No	
MC5	<b>Separate Financial Proposal:</b> 2 copies of a Financial Proposal must be provided and submitted separately.  Copies of an independent Auditor's report and a financial statement from last Auditor's report to November 1 2015.  Disclosure of any pending litigation against the Contractor.	Yes/No	
MC6	Statement indicating that services can be provided in both official languages.	Yes/No	
MC7	Listing of Addenda	Yes/No	
MC8	Federal Contractors Program for Employment Equity Declaration Form.	Yes/No	

**2. Evaluation of the Technical Proposal (MR)**

The following description of criteria below illustrates some of the factors that will be applied to evaluate the criteria applied to the Technical Proposal.

Ref. #	Evaluation Criteria	Max. Points
MR1	<p><b>Corporate Background:</b> Has an adequate description of the corporate background been provided that is focused on the requirement of this Contract? Has the firm had experience in a multi-facility environment? Is ownership or corporate control clear? Does the firm have an Ottawa presence?</p>	10
MR2	<p><b>Contractor Previous Experience on Similar Work:</b> The Contractor should demonstrate that the contracts they have performed in the past are of similar scope and nature. The greater the relevant experience, the more points the Contractors will receive. Relevant experience will be assessed against factors such as size, complexity and nature of services managed.</p> <p>The Contractors should demonstrate that he has had a minimum of seven (7) years recent experience in providing services to large institutional and/or commercial sites with numerous multi-purpose facilities of various sizes as well as having experience in maintaining large laboratory facilities with specialized features and containing hazardous materials.</p> <p>Submission of 3 references clearly demonstrating the involvement in the management of operation and maintenance function and minor construction renovation projects described within the RFP.</p>	15
MR3	<p><b>Site Organization Plan:</b> The Site Organization Plan should address proposed positions, number of staffing, identify if the proposed staff will be on-site or off-site in the form of an organization chart to show the relationships between the Corporate Management, the Project Director, Project Manager(s), Site-Supervisor(s) and sub-contractors. The Proposal should provide a description of the roles, responsibilities and authority of key personnel regarding decision making, reporting and control framework. As well, describe the roles and terms of reference of key technical personnel. Submit detailed CV's describing the proposed site supervisor and field employees work history, role through this contract such as client interaction, reporting procedures, quality assurance, etc.</p> <p>Address the sub-contractors who will be utilized to support the delivery of services, who are they, what will be their roles and responsibilities and how will they be managed?</p>	25

MR4	<p><b>Health and Safety Plan:</b> Does the Contractor have a comprehensive Health and Safety policy and if so, what related information does it contain? Is adequate staff training planned and is it a corporate priority?</p> <p>Describe how workers are notified of job-specific hazards?</p> <p>Describe how sub-contractors' workers are incorporated into your health and safety training and other programs.</p> <p>Please identify your WSIB account # _____</p>	15
MR5	<p><b>Communication Plan:</b> The Proposal must describe in detail how the Contractor's on-site management team will report progress, coordinate deliverables, resolve work related problems or issues and communicate in general with the ASPM users and the ASPM Project Authority.</p> <p>Submission of sample reports, are they easy to understand?</p>	5
MR6	<p><b>Equipment:</b> Submit a list identifying the equipment which will be available to fulfill the Contract. Some services required for this contract rely in a fleet of specialized equipment which shall be transported in a compressed time frame.</p>	30
	<p><b>Total Points for Technical Proposal:</b></p> <p>Minimum Passing Points: (75%)</p>	<p><b>100</b></p> <p><b>(75)</b></p>

**APPENDIX B**

***EXTERIOR GROUNDS MAINTENANCE MANAGEMENT***

***PRICING MATRIX***



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## EXTERIOR GROUNDS MAINTENANCE MANAGEMENT PRICING MATRIX

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### 1. Period of Contract and Option to Extend Contract

The period of this Contract will commence November 1, 2015 to October 31, 2017 with an option to renew at NRC's discretion for two additional years, subject to satisfactory performance. A further renewal option of two additional one-year terms may be exercised at NRC's discretion subject to satisfactory performance and agreement upon a satisfactory fee structure for the final option years.

NRC is not obliged to exercise any of the option years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 60 days prior to the Contract expiry date or the expiry date of an exercised option year.

### 2. Costs

#### 1. Pricing

- Provide a cost breakdown on a year to year basis. The prices must be all inclusive of labour, salary burden and employee benefits, materials, equipment and tools, transportation and fuel, insurance, applicable taxes, fees and permits, mark-ups and profits.
- The tendered price must be all inclusive of all supervision, labour, material costs, tools and equipment, general repair or replacement costs and/or any other costs related to the performance to the summer and winter operations of the services under this Contract.
- Contractors **must** provide with their tender submission the calculation formula to determine a fuel surcharge, during the term of the Contract. Failure to provide this will forfeit the right to include this cost on the invoices.
- The GST shall be shown as a separate line item, if applicable.

### 3. Criteria for Payment

- Tenders shall be based on a fixed price for the summer and winter grounds maintenance operations, Years 1, plus option Year 1 to option Year 4.
- Tenders shall be based on snow and ice control of 250cm of snow per winter season.
- Additional payments for an accumulation of snow in excess of 250 cm shall be based as per "Pricing Schedule 2".

- The amount of snow accumulated shall be as recorded by Environment Canada at the Ottawa International Airport from the commencement to the completion of the snow storm for which the snow removal was carried out.
- Process of payments will be actioned monthly, in arrears, on receipt of the contractor official invoice supported by the signed log sheet by the ASPM Project Authority.

#### **4. Evaluation**

Evaluation of the pricing submission will be done using the data submitted in schedules 1 and 2 and carried to schedule 3 to calculate the “Total Estimated Proposal Amount”.

Once the total price proposal for the 5 years is determined, pricing then is given a rating value which is included in the total calculation of the point rated score. The evaluation methodology will calculate a “Best Value” 5-year proposal by balancing the score obtained in the Technical Proposal and the Financial Proposal.

For example:

- 70% of the points awarded to Technical Proposal
- 30% of the points awarded to the Cost Proposal.

The following illustrates the highest total score taking into consideration the technical merit and price will be considered the “Best Value” for NRC.

<b>Highest Technical Merit (70%) and Price (30%)</b>				
<b>Bidder</b>	<b>Proposal 1</b>	<b>Proposal 2</b>	<b>Proposal 3</b>	<b>Winner</b>
<b>Technical Score Price Quoted</b>	85 \$70,000	80 \$65,000	78 \$55,000	
<b>Calculation</b>	Technical Points	Price Points	Total Score	
<b>Proposal 1</b>	$\frac{85 \times 70}{100} = 59.5$	$\frac{*55 \times 30}{70} = 23.5$	83	
<b>Proposal 2</b>	$\frac{85 \times 70}{100} = 56$	$\frac{55 \times 30}{65} = 25.4$	81.4	
<b>Proposal 3</b>	$\frac{78 \times 70}{100} = 54.6$	$\frac{55 \times 30}{55} = 30$	84.6	XXX

Assuming three compliant bids have been received and the maximum technical score that can be obtained is 100 points. Estimated budget is \$70,000. Highest technical score is prorated against the stipulated 100 points while the lowest price proposal received full rated percentage and other proposals are prorated accordingly.

\* Represents the lowest price proposal.

Winner is the bidder scoring the highest total points established by adding the rated management and technical score and the rated price proposal score. Based on the above calculations, a contract would be awarded to Bidder, which offers the highest total score taking into consideration the management technical merit and price of the bidder's proposal.

The Contractor receiving the highest “Total Score” is the entity that the Evaluation Board will recommend be approached in order to finalize the details of a contractual agreement for the provision of the required services. In the case of a tie, the Contractor submitting the lower price for the services will be selected.

**PRICING SCHEDULE 1**

<u>YEAR ONE</u>	<u>OPTION YEAR 1</u>	<u>OPTION YEAR 2</u>	<u>OPTION YEAR 3</u>	<u>OPTION YEAR 4</u>
Nov.1/15 to Oct. 31/16	Nov.1/16 to Oct. 31/17	Nov.1/17 to Oct. 31/18	Nov.1/18 to Oct. 31/19	Nov.1/19 to Oct. 31/20
Nov. \$ _____	Nov. \$ _____	Nov. \$ _____	Nov. \$ _____	Nov. \$ _____
Dec. \$ _____	Dec. \$ _____	Dec. \$ _____	Dec. \$ _____	Dec. \$ _____
Jan. \$ _____	Jan. \$ _____	Jan. \$ _____	Jan. \$ _____	Jan. \$ _____
Feb. \$ _____	Feb. \$ _____	Feb. \$ _____	Feb. \$ _____	Feb. \$ _____
Mar. \$ _____	Mar. \$ _____	Mar. \$ _____	Mar. \$ _____	Mar. \$ _____
Apr. \$ _____	Apr. \$ _____	Apr. \$ _____	Apr. \$ _____	Apr. \$ _____
May. \$ _____	May. \$ _____	May. \$ _____	May. \$ _____	May. \$ _____
June \$ _____	June \$ _____	June \$ _____	June \$ _____	June \$ _____
July \$ _____	July \$ _____	July \$ _____	July \$ _____	July \$ _____
Aug. \$ _____	Aug. \$ _____	Aug. \$ _____	Aug. \$ _____	Aug. \$ _____
Sept. \$ _____	Sept. \$ _____	Sept. \$ _____	Sept. \$ _____	Sept. \$ _____
Oct. \$ _____	Oct. \$ _____	Oct. \$ _____	Oct. \$ _____	Oct. \$ _____
<b>TOTAL \$</b> (YEAR ONE)	<b>TOTAL \$</b> (OPTION YEAR 1)	<b>TOTAL \$</b> (OPTION YEAR 2)	<b>TOTAL \$</b> (OPTION YEAR 3)	<b>TOTAL \$</b> (OPTION YEAR 4)

**Note:**

- a) The price proposal for each month shall reflect the volume of work anticipated for that month excluding snow clearing in excess of 250 cm.

**PRICING SCHEDULE 2**

<u>Price per cm</u>	<u>Estimated Excess Accumulation</u>	<u>Proposed Estimated Amount</u>
(A)	(B)	(A) x (B)
\$ _____ YEAR ONE	50 cm	\$ _____ (YEAR ONE)
\$ _____ OPTION YEAR 1	50 cm	\$ _____ (OPTION YEAR 1)
\$ _____ OPTION YEAR 2	50 cm	\$ _____ (OPTION YEAR 2)
\$ _____ OPTION YEAR 3	50 cm	\$ _____ (OPTION YEAR 3)
\$ _____ OPTION YEAR 4	50 cm	\$ _____ (OPTION YEAR 4)
TOTAL ESTIMATED AMOUNT FOR YEAR ONE TO OPTION YEAR 4 SNOW IN EXCESS OF 250 cm PER YEAR:		\$ _____

The total amount in Schedule 1 is all inclusive pricing for snow clearing for an accumulation of 250 cm of snow per winter season.

Submit a price per “cm of snow and ice control” for an amount of accumulation in excess of 250 cm. In the spaces below, calculate the estimated cost for any excess accumulation using the estimated amount of 50 cm.

**Payment will be made only if approval for such clearing is given by the ASPM Project Authority prior to commencement of work. The amount accumulated shall be as recorded by Environment Canada at the Ottawa International Airport from the commencement to the completion of the snow storm for which the snow removal was carried out.**

### PRICING SCHEDULE 3

- The total proposed pricing for all exterior grounds maintenance work specified herein are as follows:
- Evaluation of the Pricing submission will be done using the data submitted in schedules 1 and 2 and carried to schedule 3 to calculate the "Total Estimated Proposal Amount".

1	Year round grounds Maintenance	Schedule 1	Total Amount for Year 1 to Option Year 4	\$ _____
2	Estimated Excess and Snow Accumulation	Schedule 2	Total Estimated Amount for Year 1 to Option Year 4 for snow in excess of 250 cm per year	\$ _____
	<b>THE TOTAL ESTIMATED PROPOSAL AMOUNT</b>			<b>\$ _____</b>

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## HOURLY COST MAINTENANCE SERVICES

**Notes:**

1. Hourly rates are to be used for any services requested by the ASPM Project Authority on an “As and when need basis” or for an changes to the scope of the Contract.
2. Hourly rates indicated shall remain fixed for a period of one year and will be reviewed yearly thereafter
3. This form should be included in the pricing proposal.

**Description****Hourly Cost**

One general labourer

\_\_\_\_\_

One student labourer

\_\_\_\_\_

One general labourer with pick-up truck and various hand tools and small motorized tools (lawn mowers, chainsaws, gas powered trimming equipment or snow blower)

\_\_\_\_\_

Backhoe with operator (bucket size 2 cubic yard)

\_\_\_\_\_

Front-end loader with operator (bucket size 4 cubic yard)

\_\_\_\_\_

4x4 truck with snow plow and operator

\_\_\_\_\_

Tractor with 96” snow blower and operator

\_\_\_\_\_

Rotary motor, min. 46” cut (John Deere type or equivalent)

\_\_\_\_\_

<b>ID</b>	<b>2010C</b>
<b>Title</b>	<b>General Conditions Services (Medium Complexity)</b>
<b>Date</b>	<b>2010-08-16</b>
<b>Status</b>	<b>Active</b>

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Payment Period
- 12 Interest on Overdue Accounts
- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Harassment in the Workplace
- 27 Entire Agreement



**2010C 01 (2008-05-12) Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text or incorporated by reference to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**2010C 02 (2008-05-12) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**2010C 03 (2008-05-12) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**2010C 04 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - (d) select and employ a sufficient number of qualified people;
  - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

**2010C 05 (2008-05-12) Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

**2010C 06 (2008-05-12) Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

**2010C 07 (2008-05-12) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - (a) is beyond the reasonable control of the Contractor;
  - (b) could not reasonably have been foreseen;
  - (c) could not reasonably have been prevented by means reasonably available to the Contractor; and

(d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### **2010C 08 (2008-05-12) Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2010C 09 (2008-05-12) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN) or GST/HST #;
  - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;
  - (d) the extension of the totals, if applicable; and
  - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**2010C 10 (2010-08-16) Taxes**

1. Municipal Taxes  
Municipal Taxes do not apply.
2. Provincial Taxes
  - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
    - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
    - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
  - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
  - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
  - (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

**3. Changes to Taxes and Duties**

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

**4. GST or HST**

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**2010C 11 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 12.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2010C 12 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**2010C 13 (2008-05-12) Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

**2010C 14 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**2010C 15 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**2010C 16 (2008-05-12) Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

**2010C 17 (2008-05-12) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

**2010C 18 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**2010C 19 (2008-05-12) Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**2010C 20 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2010C 21 (2008-05-12) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately

to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2010C 22 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

**2010C 23 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**2010C 24 (2008-12-12) Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

**2010C 25 (2010-08-16) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

**2010C 26 (2010-08-16) Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.



2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**2010C 27 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**STANDARD INSTRUCTIONS AND CONDITIONS:  
(APPLICABLE TO BID SOLICITATION)**

**1. Submission of Bids**

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

**Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.**

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

## **2. Late Bids**

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

## **3. Delayed Bids**

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

## **4. Postage Meters**

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

## **5. Responses Transmitted by Facsimile or Commercial Telegram**

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

## **6. Customs Clearance**

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.

bid instructions\_rfp.doc