



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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Landscaping	
<b>Solicitation No. - N° de l'invitation</b> EQ706-160073/A	<b>Date</b> 2016-01-19
<b>Client Reference No. - N° de référence du client</b> EQ706-160073	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-202-7046	
<b>File No. - N° de dossier</b> TOR-5-38030 (202)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-02-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Marshall, Cindy	<b>Buyer Id - Id de l'acheteur</b> tor202
<b>Telephone No. - N° de téléphone</b> (905) 615-2077 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 4900 YONGE ST 10TH FL. NORTH YORK Ontario M2N6A6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Work

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

### 1.2 Debriefings

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

### 1.3 Canadian Content

The requirement is limited to Canadian goods and/or services.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSa).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

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

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

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

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment, Annex B. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- (a) The Bidder must meet the following mandatory technical criteria in order to be considered responsive.

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate that they meet every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address each of the criteria in the order in which they appear.

Bidders must submit all documentation in their bid by the bid closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive. Bids which fail to meet the mandatory criteria will be deemed non-responsive.

	Mandatory Technical Criteria	Pg.
M1	<p>The bidder <b>MUST</b> provide evidence of its experience and past performance as a contractor by submitting with their proposal two (2) written customer reference(s) for work completed from two (2) Site Locations for Landscaping Services that clearly meet the definition of *similar size and scope below. The referenced projects/contracts must be for a commercial/industrial building for a minimum duration of two (2) years with in the last five (5) years from the bid closing date.</p> <p>The written reference template provided below must be completed by the customer reference and submitted with your proposal at time of bid closing:</p> <p>Customer Reference Name: _____</p> <p>Complete Address for Location or Site of the Performed Services:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Start and end date when the bidder performed the services:</p> <p>From: Day____ Month____ Year____</p> <p>To: Day____ Month____ Year____</p>	

	<p>Estimated Size or Area of the Location for the Service performed, measured in sq.m, acre, hectare, or sq. ft.: _____</p> <p>Description of the Scope and type of Services provided:</p> <p>_____</p> <p>_____</p> <p>Definition: For the purpose of evaluation <i>*Similar Size and Scope</i> means the following:</p> <ul style="list-style-type: none"> <li>- <i>Grounds Maintenance: property limits and surrounding area at least 6,000 square meters in total for Landscape maintenance services. References to be no less than 70% of the total area.</i></li> <li>- <i>Provided services for a commercial/industrial building on a continuous basis for a minimum of two years.</i></li> </ul> <p>It is the Bidder's responsibility to ensure that any information divulged has the permission of the references provided. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive.</p> <p>The evidence provided by the bidder may be verified by the Crown. PWGSC reserves the right to verify information for completeness and accuracy. In the event where the information cannot be verified the proposal will be considered non-responsive and no further consideration will be given to the Bidder.</p>	
M-2	The Bidder must submit a completed Canadian Content Certification with their bid at time of bid closing. Failure to provide this certification completed with the bid will render the bid non-responsive.	
M-3	<p>The Bidder must demonstrate the proposed Supervisor/Foreman who will be performing the on-site work described in Annex A , Statement of Work has a valid Canadian Horticultural Technician Certification at bid closing.</p> <p>If the proposed resource's certificate is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.</p>	

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- It is **MANDATORY** that the bidders submit firm lot prices excluding GST/HST for the Firm requirement and option years listed in the Basis of Payment at Annex B.

- The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.in Canadian Funds.



**4.1.2.3** The price used in the evaluation will be the Total Evaluated Cost for the aggregate of the Bidder's Firm Lot Price for the Firm Requirement for Contract Year 1, 2, and 3 and aggregate of the Bidder's Lot Price for the Bidder's Firm Lot Price for Option Year 1, and 2 as provided in Annex B.

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

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

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

### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.1.2 Additional Certifications Required with the Bid**

#### **5.1.2.1 Canadian Content Certification**

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

#### **5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition**

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

### 6.3.2 Supplemental General Conditions

4009 (2013-06-27), Supplemental General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The Work is to be performed during the period of 01 April 2016 to March 31, 2019.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1- year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Marshall  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region  
33 City Centre Drive, Suite 480C  
Mississauga, ON L5B 2N5  
Telephone: (905)615-2077  
Facsimile: (905)615-2060  
E-mail address: [cindy.marshall@tpsgc-pwgsc.gc.ca](mailto:cindy.marshall@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EQ706-160073/A  
Client Ref. No. - N° de réf. du client  
EQ706-160073

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38030

Buyer ID - Id de l'acheteur  
tor202  
CCC No./N° CCC - FMS No./N° VME

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

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

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

### 6.5.3 Contractor's Representative

*Fill in*

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

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

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment – Firm Requirement

For the Work described in the Statement of Work in Annex "A":

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$ \_\_\_\_\_ (TBD). Customs duties are included and Applicable Taxes are extra.

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

#### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (TBD). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor

unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.3 Monthly Payment**

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

#### **6.7.4 SACC Manual Clauses**

SACC Manual clause A9117C (2008-05-12), T1204 - Direct Request by Customer Department

#### **6.7.5 Time Verification**

SACC Manual clause C0711C (2008-05-12), Time Verification

#### **6.8 Invoicing Instructions**

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

#### **6.9 Certifications**

##### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **6.10 Applicable Laws**

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

#### **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance;
- (f) the Contractor's bid dated \_\_\_\_\_.

#### **6.12 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## ANNEX "A"

### STATEMENT OF WORK

1. Description:

The Contractor must provide Landscape Maintenance services including labour, material, equipment, supervision and transportation for Public Works Government Services Canada (PWGSC), located at Public Health Agency of Canada, 110 Stone Road West, Guelph, Ontario N1G 3W4, Canada

The Contract covers:

- grounds at 110 Stone Road West, Guelph, Ontario N1G 3W4 (approximately 6,000 sq. meters);

2. Scope

The area of work shall include all lawn areas, shrub or evergreen shrub planting beds, planting beds.

3. Landscape Maintenance Spring Clean-up:

3.1 Spring Clean-up

Rake all lawn areas, loosening matted grass and remove dead vegetation, Leaves, stones, paper, salt and sand and other debris accumulated during the winter months. Immediately, ground conditions permitting, the Contractor must dethatch all grassed areas using an accepted dethatching and decoming machine and rake off all accumulation. Cultivate tree beds, shrubs, plants, and planting beds. Have lawn seeded with the right grass for this region as a dense lawn is more resistant to unwanted species.

3.2 Repairs

The Contractor shall make repairs to ruts, gouges scalped or worn patches in all lawn areas as required. Repairs shall be made with weed-free topsoil and sod.

3.3 Fertilizing – planting and shrubs

All planting and shrub beds shall be fertilized in late spring and late fall with a premium slow release Fertilizer appropriate for the application. Hawthorn trees and rose bushes with 15/7/6 fertilizer.

3.4 Fertilizing - grass

All grassed areas shall be fertilized in late spring and late Fall with a premium slow release Fertilizer appropriate for the application.

3.5 Aerating

All grassed areas shall be aerated in spring and fall prior to fertilizing. Equipment used must extract plugs of soil from the turf and the holes produced by aerating are to be left open.

3.6 Spraying

For more detailed information on pesticide use, please refer to 6.0 Pesticides. All grassed areas shall be monitored for crab grass and weeds, and shrubs and trees for insects and disease throughout the season. If it is determined that intervention is justified to control these pests, the contractor will ensure that the choice of pest management options are based on the following criteria:

- A. least disruptive of natural controls
- B. lowest risk to human health

- C. lowest risk to non-target organisms
- D. least damaging to the general environment
- E. most likely to produce long term reductions in the pest; and
- F. most cost effective over time
- G. most selective for the target pest
- H. compatible with pesticide resistance management tactics.

- 3.6.1 All spraying must be performed as per manufacturer's directions. Set a higher threshold for weed destruction and spot manage if possible. When it is determined that a pesticide must be used in order to obtain adequate control, preference is to be given to the use of formulations and treatment techniques which minimize the potential risk to people and the environment. Avoid using chemicals near a water source or allowing chemicals from entering the storm sewer. Spray application of pesticides should not occur on windy days (Winds in excess of 100km/hr.), during a Smog Advisory (issued by the Ontario Ministry of the Environment and Environment Canada) or in any conditions that would cause environmental damage. All controlled pesticide substances shall be applied by a licensed technician who will post and maintain signs where pesticides have been applied.

*NOTE:* At the Health Canada Laboratory in Guelph, the majority of the trees are of the hawthorn variety. It should be noted that there have been problems in the past with the prevalence of "CEDAR APPLE RUST". This disease requires the trees to be sprayed on a regular basis with approved fungicides to control the diseased trees.

- 3.7 Pruning  
All shrubs shall be pruned as required.

3.8 Mowing

- 3.8.1 The grass areas shall be cut and trimmed as often as required to maintain a neat and orderly appearance. The grass shall never be cut lower than 60 mm and never be allowed to grow longer than 90 mm high. Mow lawn less often using very sharp blades- this will keep lawn healthier and more resistant to disease and drought. Sharp blades will produce a clean cut which will heal quickly reducing the risk of disease and damage.

- 3.8.2 If the grass cutting or mowing is delayed and is cut too long due to inclement weather conditions allowing the grass clippings to lie in windrows on top of the lawn, the Contractor shall remove all clippings.

- 3.8.3 Trimming of the grass in lawn areas around trees, planting beds, sidewalk, concrete curbs, etc., shall be done with hand push rotary mowers or single wheel reel-type trimming edging mowers.

- 3.8.4 If trimming cannot be done neatly by mechanical means, then final Trimming must be done by hand shears to give a neat appearance. Long grass clipping from trimming or mowing shall be raked up or swept from all sidewalks or paved areas.



3.8.5 The use of small engine equipment (lawn mowers, edgers, etc.) will be avoided during a Smog Advisory issued by the Ontario Ministry of Environment and Environment Canada and will be the contractor's responsibility to keep current with these advisory's.

3.8.6 It is the responsibility of the contractor to endeavour to incorporate The safe use of herbicides and an honest effort to reduce, reuse and recycle and to maintain and provide healthy plant material.

#### 4.0 Edging (once a week)

The Contractor shall edge the following locations once (1) per week or as required:

Where lawn areas run into hard surfaces at the same elevation i.e. concrete surfaces, asphalt surfaces, pavement, etc. Around shrubs or evergreen shrub planting beds within lawn areas.

#### 4.1 Edging (once a month)

The contractor shall edge the following locations once (1) each month or as required:

Around the base of all trees located within the area of the property.

#### 4.2 Cultivation (bi-weekly)

Cultivation and weeding of the soil in shrub or evergreen shrubs, planting beds shall be done twice (2) per month.

Cultivation and weeding of the top-soil around the base of all trees in lawn areas shall be done twice (2) per month or as required. Any top-soil required to build up the cultivated areas to protect the roots will be supplied and applied by the Contractor. Mulch beds below trees and around flowers as this helps to keep moisture in and reduces the need for watering.

#### 5.0 Winter Preparation

The Contractor shall prepare for winter season by performing the Following tasks

5.1 De-thatch all grassed areas and remove loose grass accumulation. Rake and assemble all leaves after they have been shed. Remove leaves, debris, etc., from site prior to the onset of winter.

5.2 Remove all waste material caused by the above work, as it accumulates. Lawns are to be kept free of debris.

5.3 Shrubs that require special winter protection from temperature, snow Or ice, shall be cared for.

#### 6. General Maintenance

Contractor to remove all waste materials caused by all of the above operations from the site as it accumulates.

6.1 Lawns are to be kept free of debris and maintained.

6.2 Weekly By hand weeding or herbicide application (to be used only when required) remove all weeds from exterior surfaces, the courtyards, stone walks, paved areas, and parking areas.

- 6.3 Power sweep entire paved areas during early spring. Arrange with Site Representative to remove parked vehicles.
- 6.4 Shrubs that die or are severely damaged, to the extent that they must be replaced, are to be reported to the Project Authority for authorization to replace.
- 6.5.1 Supply all peat moss, fertilizers, mulches, top dressing, grass seed and sod, as required.
- 7.0 Safety
- 7.1 The Contractor must provide a written report to the Project Authority of any damage, accident, or incident on the property during the performance of work. The Contractor must make good any damage at no expense or inconvenience to Canada.
- 7.2 The Contractor must provide a health and safety plan to the Project Authority prior to commencing work that clearly identifies any potential hazards and recommendation for preventive measures.

#### 8.0 Equipment

The Contractor must ensure that all equipment is in good repair. Canada reserves the right to have equipment it judges unsafe, not suitable or defective be replaced or repaired.

- 8.1 The Contractor shall not store his equipment at the site.

#### 9.0 Personnel

- 9.1 All Contractor grounds crew and landscape personnel working on site must be trained and experienced in horticultural care.
- 9.2 The Contractors Supervisor or Foreman with a valid designation as a Canadian Certified Horticultural Technician.
- 9.3 The Contractor must provide standardized protective and environmental clothing items that must be worn by all contracted staff, thus providing individual recognition and professional appearance.

#### 10. Pesticides

Please note that an Integrated Pest Management (IPM) system is in place at this facility.

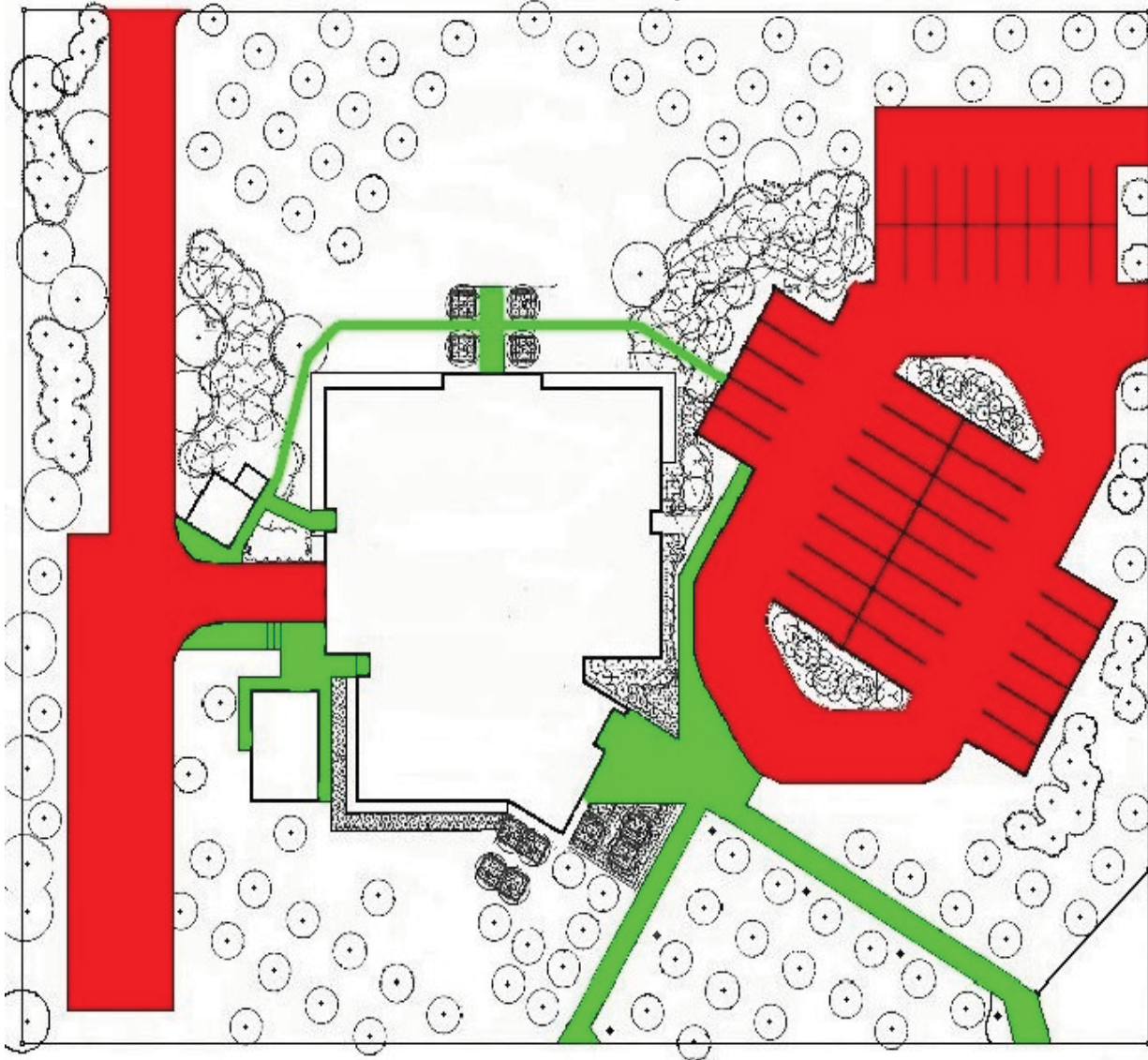
- 10.1 The goal of IPM is to deliver cost-effective pest control while at the same time minimizing reliance on pesticides. Contractor must find ways to minimize pesticide risk such as timing applications to target pests at the most susceptible life stage, treating only areas or plants that require treatment (spot spraying or precision applications), identifying sensitive sites, using buffer zones and by using equipment and products that reduce off target sprays.
- 10.2 CONTRACTOR MUST SUPPLE, HANDLE PESTICIDE, STORAGE USE, AND DISPOSAL IN ACCORDANCE WITH the Environment Canada Code of Good Practice for the Handling, Storage, Use and Disposal of Pesticides at Federal Facilities and Treasure Board Occupational Health and Safety Directives 2-15,Pesticides as well as other applicable legislation, regulation, and directives.
- 10.3 CONTRACTOR must include in their choice of pest management options the following criteria:
  - A. least disruptive of natural controls

- B. lowest risk to human health
- C. lowest risk to non-target organisms
- D. least damaging to the general environment
- E. most likely to produce long term reductions in the pest; and
- F. most cost effective over time
- G. most selective for the target pest
- H. compatible with pesticide resistance management tactics.

- 10.4 CONTRACTOR must design their landscape pest management programs to:
- 10.5 Take advantage of opportunities for new landscape designs or renovations to introduce sustainable designs that promote healthy landscapes and pest resistant plants including Naturalization. Phase out plans or designs that require repeated treatments with pesticides.
- 10.6 Focus lawn pest management programs on the promotion and implementation of cultural practices that maintain healthy landscapes and prevent pest problems, such as using optimum soil depth and quality, proper mowing heights, watering, fertilizing, aeration, de-thatching, over-seeding with suitable turf varieties and prompt repairs to damage turf.
- 10.7 Remain aware of changes in community standards and preferences in determining the requirements for pesticide applications.
- 10.8 When it is determined that a pesticide must be used in order to obtain adequate control, preference is to be given to the use of formulations and treatment techniques which minimize the potential risk to people and the environment.
- 10.9 Contractor to maintain a log of pesticide usage for the facility on site, location to be determined with sites representative. The log will document the pesticide product, the application rate or amount of pesticides used, and the locations where applications are made during each visit, monitoring results before and after a treatment and any non-pesticide control measures to reduce future pest populations such as renovations to prevent access or re-entry of pests. The log will also document the rationale for the decision to use pesticides, and the type and amount of pesticide used. These records should be maintained in accordance with the Treasury Board Occupational Health and Safety Directives 2-15, Pesticides.

## Attachment 1 to Annex A

Site Diagram



**Attachment 2 to Annex A**

**Landscape Calendar**

<b><u>Guelph Laboratory - Landscape Calendar</u></b>												
<b>Services</b>	<b>J a n</b>	<b>F e b</b>	<b>M a r c h</b>	<b>A p r i l</b>	<b>M a y</b>	<b>Ju n e</b>	<b>J u l y</b>	<b>Au g u s t</b>	<b>Sept emb er</b>	<b>Oct ob er</b>	<b>Nov emb er</b>	<b>Dec emb er</b>
Winter Pruning												
Spring Cleanup												
Crabgrass Control Application												
Fertilizer 1st Application												
Pruning Trimming												
Aerating												
Grass and Plant Maintenance												
Weed Control												
Fertilizer 2nd Application												
Fall Cleanup / Winter Preparation												

## ANNEX "B" BASIS OF PAYMENT

Firm all-inclusive lot price per season in Canadian Dollars includes the supply of everything necessary for the provision of landscape services in accordance with Annex A - Statement of Work for each of the specified periods listed below.

### **Contract Period Year 1** – from April 01, 2016 – March 31, 2017

<b>A. Firm Requirement – Year 1</b>		<b>FIRM LOT PRICE</b>
1.	Landscape Services – Firm all-inclusive Lot Price in Canadian Dollars for the provision of landscaping services in accordance with Annex A, Statement of Work.	\$ _____

### **Contract Period Year 2** – from April 01, 2017 – March 31, 2018

<b>A. Firm Requirement – Year 2</b>		<b>FIRM LOT PRICE</b>
1.	Landscape Services – Firm all-inclusive Lot Price in Canadian Dollars for the provision of landscaping services in accordance with Annex A, Statement of Work.	\$ _____

### **Contract Period Year 3** – from April 01, 2018 – March 31, 2019

<b>A. Firm Requirement – Year 3</b>		<b>FIRM LOT PRICE</b>
1.	Landscape Services – Firm all-inclusive Lot Price in Canadian Dollars for the provision of landscaping services in accordance with Annex A, Statement of Work.	\$ _____

### **Option Period Year 1** – from April 01, 2019 – March 31, 2020

<b>A. Firm Requirement – Year 4</b>		<b>FIRM LOT PRICE</b>
1.	Landscape Services – Firm all-inclusive Lot Price in Canadian Dollars for the provision of landscaping services in accordance with Annex A, Statement of Work.	\$ _____

### **Option Period Year 2** – from April 01, 2020 – March 31, 2021

<b>A. Firm Requirement – Year 5</b>		<b>FIRM LOT PRICE</b>
1.	Landscape Services – Firm all-inclusive Lot Price in Canadian Dollars for the provision of landscaping services in accordance with Annex A, Statement of Work.	\$ _____

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

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



- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection



- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**3. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Type 2: "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2: "Contractors Pollution Liability" policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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

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

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

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

Solicitation No. - N° de l'invitation  
EQ706-160073/A  
Client Ref. No. - N° de réf. du client  
EQ706-160073

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38030

Buyer ID - Id de l'acheteur  
tor202  
CCC No./N° CCC - FMS No./N° VME

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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.