



CRC: IO-000CRC060430

Request for Proposal (RFP)

**FOR THE PROVISION OF:
GROUND MAINTENANCE & SNOW REMOVAL**

**3701 CARLING AVENUE,
OTTAWA ONTARIO
K2H 8S2**

COMMUNICATIONS RESEARCH CENTRE

FOR THE

**DEPARTMENT
OF
INDUSTRY CANADA**

**Tenders must be submitted and received by August 30, 2016 on or before 2:00pm
Eastern Daylight Saving Time.**



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- ANNEX D** Federal Contractors Program For Employment Equity – Certification



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection
- Part 5 Certifications: includes the certifications to be provided
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

List of Annexes:

- ANNEX A Grounds Maintenance Specifications
 - Annex A1: Statement of Work Grounds Maintenance
 - Annex A2: Statement of Work Snow and Ice Control
- ANNEX B Site Plan
 - IP11485 – site – C1
 - IP11485 – site – C2
 - IP11485 – Area 1 – C1
- ANNEX C Performance Bond (form PWGSC-TPSGC 505)
- ANNEX D Federal Contractors Program For Employment Equity – Certification

1.2 Summary

1.2.1 Requirement

To supply labour (including supervision of personnel), material, equipment, transportation and tools necessary to carry out Landscape Maintenance and Snow Clearing services at Industry Canada – Communications Research Centre and outlying areas (areas 2, 3, 4 & 8 - along roadway and around existing buildings) 3701 Carling Ave, Ottawa, Ontario, Canada. The services must be provided in accordance with the Specifications attached at Annex A (A1 and A2) and the Drawings (attached herein as Annex B will be supplied at Mandatory site visit).



1.2.2 Period of Contract

The period of any resulting Contract shall be for a period of one **(1) year with four (4) options** to extend the contract each for an additional consecutive twelve (12) month period. The estimated commencement date is November 1, 2016.

1.2.3 Option to Extend Contract

The Contractor hereby grants to Canada four (4) irrevocable options to extend the term of the Contract each for an ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIOD, under the same terms and conditions as contained in the Contract. It is to be noted that Canada is not obliged to exercise any of these four (4) years. The exercise of any option will be at Canada's sole discretion, by providing notification in writing through a formal Contract Amendment to the contractor prior to the contract expiry date.

1.2.4 Security Requirement

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

1.2.5 Trade Agreement

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.2.6 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.2.7 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within five (5) working days of receipt of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.



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** (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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, (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The bidder must be in compliance with the Code of Conduct for Procurement, Standard Instructions - Goods or Services - Competitive Requirements.

The text under Subsection 4 of Section 05 - Submission of Bids of 2003 referenced above is amended as follows:

Delete: sixty (60) days

Insert: *one hundred twenty (120) days*

The bidder must be in compliance with the Communications - Solicitation Period, Standard Instructions - Goods or Services - Competitive Requirements.

2.1.2 Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

2.2 Submission of Bids

1. Instructions for Submitting a Tender

OPTION 1

DELIVERY METHODS:

Tenders may be submitted by any of the following delivery methods:

1. By e-mail: ic.crc-procurement.ic@canada.ca



When using the e-mail method, bids must be submitted in one e-mail requests that bidders provide their bid in separately documents as follows:

Section I: Technical Bid
Section II: Financial Bid (See Annex B – Financial Bid – Pricing Basis)
Section III: Part 5 Certifications

All attachments must contain RFP number (CRC-IO-000CRC060430).

OR

2. Hard Copy to:

**Anne Nino or Gabrielle Pilon
Communications Research Centre
Procurement and Contracting Unit
Building 2D, Room 138
3701 Carling Avenue
Ottawa, Ontario K2H 8S2**

When using this Hard Copy delivery address method, bids must be submitted in two separate sealed envelopes/parcels as follows:

Section I: Technical Bid
Section II: Financial Bid (See Annex B – Financial Bid – Pricing Basis)
Section III: Part 5 Certifications

Bidders must ensure that the RFP number (CRC-IO-000CRC060430) is clearly marked on all envelopes/parcels when tenders are delivered to the above mentioned address.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

IMPORTANT NOTICE TO BIDDERS

Tenders submitted to any e-mail address or mailing address other than that stated herein will not be considered. The CRC will not assume responsibility for misdirected tenders. Tenders must be submitted before the specified tender closing date and time. The CRC will not assume responsibility for tenders received after the tender closing date and time.

All submitted proposals become the property of Canada and will not be returned to the originator.

2.2.2 Revision of Bids

A bid submitted in accordance with these instructions may be revised by methods stated in Section 2.2.1 Submission of Bids provided the revision is received at the office designated for the reception of tenders, on or before the time and date set for the closing of tenders. A revision to a unit tender price must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.



2.3 Enquiries - Bid Solicitation

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP, from the issue date of the solicitation up to the closing date, are to be directed **ONLY** to the Contracting Authority named below. Enquiries and other communications are **NOT** to be directed to any other government official(s). Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the proposal.

Enquiries must be **IN WRITING**. Enquiries must be received no less than five (5) working days prior to the RFP closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the RFP closing date.

2.4 Applicable Laws

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

2.5 Mandatory Site Visit

A Mandatory Site Visit will be held at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on July 27, 2016 at 10:00 AM, Eastern Standard Time.

Bidders who do not attend the mandatory site visit cannot submit a proposal.

Bidders that are planning to participate in the Mandatory Site Visit must email ic.crc-procurement.ic@canada.ca to confirm Company and name of representative; no later than two (2) working days prior to the Site Visit. Photo identification is required for access onto campus grounds.

Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

A maximum of two (2) representatives per bidder will be permitted to examine the sites

2.6 Scope of Work

It shall be the Contractor's responsibility to ascertain the entire Scope of Work and conditions affecting the work before submission of a bid for this requirement. No allowance shall be made for any extra expense incurred through failure to do so.



PART 3 - BID PREPARATION INSTRUCTIONS

Section I: Technical Bid

Bidders must prepare and submit their formal Tenders as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

CRC 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 (**if applicable**);
- (b) use a numbering system that corresponds to the bid solicitation;
- (c) include the certifications as a separate section of the bid.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

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

3.1 Submission of Evidence

Submission of Evidence as described in 3.2 and 3.5 Contractor's Experience and Past Performance below **MUST** be included with the bidder's proposal at time of bid closing. 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.

It is the sole responsibility of the Bidder to ensure that it provides a contact that is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. The technical evaluation team will attempt to contact the Bidders customer reference by telephone and/or email a maximum of three (3) times during the days of the technical evaluation between 8:00 am - 4:00 pm local time. If the customer reference does not provide a reference the Bidders proposal will be deemed non-responsive and receive no further evaluation.



The evidence provided by the bidder may be verified by the Crown. CRC has the right to verify information for completeness and accuracy and to confirm reference client satisfaction with the services provided. In the event, the information cannot be reasonably verified or the services found to be unsatisfactory, this will result in the proposal being considered non-responsive and no further consideration will be given to the Bidder.

3.2 (Mandatory) Full Time Supervisor's Qualifications

- 1. The bidder **MUST** have one full time supervisor available May 1 to October 31.

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.

The evidence provided by the bidder may be verified by the Crown. CRC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event where the information cannot be reasonably verified or the service is found to be unsatisfactory, the proposal will be considered non-responsive and no further consideration will be given to the Bidder.

3.2.1 Full time Supervisor Duties (Landscape Maintenance)

The Supervisor will be the Technical Authority's main contact person for issues related to the terms and conditions in the **Specifications Annex A1** of the contract. The Supervisor is authorized by the firm to provide requested quotes to the Technical Authority **within 48 hours from the receipt of the request**. The Supervisor will be the person inspecting the site on an as required basis but minimally once a week to ensure the work is being conducted in accordance with the specification. The Supervisor will sign off on the Horticulture Log book that the work has been completed satisfactorily. The Supervisor will be the person who will meet with the Technical Authority on site as required. **The Supervisor would have to be available to meet the Technical Authority during the hours 07:00 hrs to 17:00 hrs**. The Technical Authority will forward the weekly inspection reports to the Supervisor who will ensure that all the deficiencies are corrected. The Supervisor will advise the Technical Authority of any issues on site which may impact service delivery or which require action from the Technical Authority.

3.2.2 Full time Supervisor

Provide the name of the bidder's Full Time Supervisor for Landscape Maintenance who will be assigned to the Contract (one name in box)

Name of Supervisor For Landscape Maintenance	
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3.2.3 Full time Supervisor Duties (Snowfall Removal Service)

The Supervisor (in addition to what is described in the Scope of Work) will be responsible for checking the site (s) and signing the logbook (s). The Supervisor will be the Technical



Authority's main contact person for issues related to the terms and conditions in the **Specifications Annex A2** of the contract. The Supervisor is authorized by the firm to provide requested quotes to the Technical Authority **within 48 hours from the receipt of the request**. The Supervisor will be the person who will meet with the Technical Authority on site as required. **The Supervisor would have to be available to meet the Technical Authority during the hours 07:00 hrs to 17:00 hrs.** The Technical Authority will forward the inspection reports to the Supervisor who will ensure that all the deficiencies are corrected. The Supervisor will advise the Technical Authority of any issues on site which may impact service delivery or which require action from the Technical Authority.

Note that the Supervisor that is identified at the Landscape Maintenance Requirement can be the same for the Snowfall Removal Service.

If the Supervisor is not the same please provide the name below.

3.2.4 Full time Supervisor

Provide the name of the bidder's Full Time Supervisor for Snow removal services who will be assigned to the Contract (one name in box)

Name of Supervisor For Snowfall Removal Services	
---	--

3.3 Full time Employee

Provide the name of the bidder's **Full Time Employee** who will be assigned to the Contract

Name of Full time Employee	
-----------------------------------	--

3.4 Full time employee Duties

The full time employee is required on the site to ensure that the litter, including cigarette butts, is being picked up on a continuous basis and emptying the cigarette butt cans quarterly. The full time employee is also required to ensure that the snow removal tasks are being completed as per the scope of work to ensure that the area remains safe for pedestrians at all times. The full time employee is also required to work towards completing all the other tasks listed in the Specifications at Annex A (A1 & A2) , in association with the other staff the contractor assigns to the site, to ensure that the work is being conducted in accordance with the specification.

3.5 (MANDATORY) Contractor's Experience and Past Performance

The Bidder **must** have **three (3) years' experience within the last five (5) years** wherein the **performance of two separate contracts for sites of similar size and scope of those described in the Request for Proposal have been satisfactorily completed** which involved Landscape Maintenance and Snow Removal Services.



References: The “Reference Charts” that follow must be completed, for each contract and demonstrate that the Bidder has the required three (3) years’ experience in Landscape Maintenance and Snow Removal Services within the past five (5) years:

The bidder must provide **valid** evidence of its experience and past performance by referencing:

Item 1) a minimum of two (2) separate contracts **showing three (3) years’ experience within the past five (5) years satisfactorily rendered which include LANDSCAPE MAINTENANCE** for the growing season of at least six (6) months each covering the landscape period of all of May to all of October of the same season. The reference information indicated in Item 1) must be provided and submitted with the bidders proposal, failure to do so shall result in the proposal being considered non-responsive and no further consideration will be given to the Bidder.

AND

Item 2) a minimum of two (2) separate contracts **showing three (3) years’ experience within the past five (5) years satisfactorily rendered which include SNOW REMOVAL SERVICES** for the winter season of at least **six (6) months** each covering the period of all of November to all of April of the same season. The reference information indicated in Item 2) must be provided and submitted with the bidders’ proposal, failure to do so shall result in the proposal being considered non-responsive and no further consideration will be given to the Bidder.

The bidder may reference the same contract for landscape maintenance as for Snow Removal services provided the contract includes both services and provided that the bidder references a minimum of two distinct contracts and demonstrates the three years’ experience within the past five (5) years.

Industry Canada reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. The evidence provided by the bidder may be verified by the Crown. Failure by the bidder to provide the required evidence or in the event where the evidence cannot be verified or the service found to be unsatisfactory, the proposal shall be considered non-responsive and no further consideration will be given to the Bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

The mandatory information required in the charts that follows must be completed in their entirety for each **Site Location** referenced. If the mandatory information is not provided in the “**Site Location Chart at bid closing, the proposal will be deemed non-responsive and no further consideration will be given**”

Reference Charts

1 a) References for contracts which include Landscape Maintenance

REFERENCE NO. 1: CONTRACTS WHICH INCLUDE LANDSCAPE MAINTENANCE



Name & Phone Number of Client Contact	Name: Phone Number:
Location/site of the contract:	
Size of contract: No.of bldgs (estimate) and /or square meters (estimate) :	
Scope of contract: Provide a brief description that summarizes how this referenced contract is similar to the work described in the Specifications	
Value of the Contract	\$
Performance Period of contract: (indicate day, month and year)	From: Day ____ Month ____ Year ____ To: Day ____ Month ____ Year ____

REFERENCE NO. 2: CONTRACTS WHICH INCLUDE LANDSCAPE MAINTENANCE

Name & Phone Number of Client Contact	Name: Phone Number:
Location/site of the contract:	
Size of contract: No.of bldgs (estimate) and /or square meters (estimate) :	
Scope of contract: Provide a brief description that summarizes how this referenced contract is similar to the work described in the Specifications	
Value of the Contract	\$
Performance Period of contract: (indicate day, month and year)	From: Day ____ Month ____ Year ____ To: Day ____ Month ____ Year ____

AND

1 a) References for contracts which include Snow Removal Services

REFERENCE NO. 1: CONTRACTS WHICH INCLUDE SNOW REMOVAL SERVICES

Name & Phone Number of Client Contact	Name: Phone Number:
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Location/site of the contract:	
Size of contract: No.of bldgs (estimate) and /or square meters (estimate) :	
Scope of contract: Provide a brief description that summarizes how this referenced contract is similar to the work described in the Specifications	
Value of the Contract	\$
Performance Period of contract: (indicate day, month and year)	From: Day _____ Month _____ Year _____ To: Day _____ Month _____ Year _____

REFERENCE NO. 2: CONTRACTS WHICH INCLUDE SNOW REMOVAL SERVICES

Name & Phone Number of Client Contact	Name: Phone Number:
Location/site of the contract:	
Size of contract: No.of bldgs (estimate) and /or square meters (estimate) :	
Scope of contract: Provide a brief description that summarizes how this referenced contract is similar to the work described in the Specifications	
Value of the Contract	\$



Section II: Financial Bid

1. Bidders must submit their financial bid in accordance with the Basis of Pricing detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

1.1 Basis of Pricing (MANDATORY)

The following requirement **MUST** be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is **MANDATORY** that the bidders submit firm prices/rates in Canadian Funds for the five (5) years for all items listed hereafter (Pricing Schedule 1, 2, 3, 4, and 5).

NAME AND ADDRESS OF THE BIDDER

- Name:
- Address:
- Telephone:
- Fax:
- PBN:
- GST Registration Number:

CONTACT PERSON FOR THE PURPOSE OF THE PROPOSAL (AN AUTHORIZED REPRESENTATIVE OF THE BIDDER)

- Name:
- Title:
- Telephone:
- Fax:
- Cell:
- Email address:

Pricing Schedule 1: Landscape Maintenance

Provide firm all-inclusive lot price per month including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excludes HST) for Landscape Maintenance in accordance with the **Specifications Grounds Maintenance Operations** attached at Annex A (A1). The prices proposed for each month shall reflect the volume of work anticipated for that Month.

1.1 Location: Communications Research Centre (CRC), Shirleys Bay	
YEAR 1 - MAY 1, 2017 TO OCTOBER 31, 2017	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____



August	\$ _____
September	\$ _____
October	\$ _____
SUB-TOTAL 1.1:	

1.2 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 1 - MAY 1, 2018 TO OCTOBER 31, 2018	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
SUB-TOTAL 1.2:	

1.3 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 2 - MAY 1, 2019 TO OCTOBER 31, 2019	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
SUB-TOTAL 1.3:	

1.4 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 4 - MAY 1, 2020 TO OCTOBER 31, 2020	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
SUB-TOTAL 1.4:	

1.5 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 4 - MAY 1, 2021 TO OCTOBER 31, 2021	
Period	Firm Monthly Rate
May	\$ _____
June	\$ _____
July	\$ _____



August	\$ _____
September	\$ _____
October	\$ _____
SUB-TOTAL 1.5:	

Pricing Schedule 2: Snow Removal Services up to 300cm

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all relates costs (excludes HST/GST) and shall include all Snow Removal requirements up to a total accumulation of 300 cm of snowfall per snow season as defined below in accordance with the **Specifications Snow and Ice Control Operations** attached at Annex A (A2).

2.1 Location: Communications Research Centre (CRC), Shirleys Bay	
YEAR 1 - NOVEMBER 1, 2016 TO APRIL 31, 2017	
SNOWFALL UP TO 300CM	
Period	Firm Monthly Rate
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
SUB-TOTAL 2.1:	

2.2 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 1 - NOVEMBER 1, 2017 TO APRIL 31, 2018	
SNOWFALL UP TO 300CM	
Period	Firm Monthly Rate
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
SUB-TOTAL 2.2:	

2.3 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 2 - NOVEMBER 1, 2018 TO APRIL 31, 2019	
SNOWFALL UP TO 300CM	



Period	Firm Monthly Rate
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
SUB-TOTAL 2.3:	

2.4 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 3 - NOVEMBER 1, 2019 TO APRIL 31, 2020	
SNOWFALL UP TO 300CM	
Period	Firm Monthly Rate
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
SUB-TOTAL 2.4:	

2.5 Location: Communications Research Centre (CRC), Shirleys Bay	
OPTION YEAR 4 - NOVEMBER 1, 2020 TO APRIL 31, 2021	
SNOWFALL UP TO 300CM	
Period	Firm Monthly Rate
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
SUB-TOTAL 2.5:	

Pricing Schedule 3:

3.1 Snowfall in excess of 300 cm

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all related costs (excludes HST/GST) for Snow Removal in excess of 300 cm as recorded by Environment Canada at the MacDonald-Cartier Airport from 1 November to 30 April, on an "as and when requested" basis only in accordance with the **Specifications Snow & Ice Control Operations** attached at Annex A (A2).



3.1 Location: Communications Research Centre (CRC), Shirleys Bay SNOW SEASON NOVEMBER 1 TO APRIL 30 SNOWFALL IN EXCESS OF 300 CM					
PERIOD	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Rate per cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm
*Estimated Number of cm per year	50 cm	50 cm	50 cm	50 cm	50 cm
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 3.1					

*Estimated number of cm per period is for evaluation purpose only.

3.2 Snowfall outside the Snow Season

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all related costs (excludes HST/GST) for Snow Removal services required on an "as and when requested" basis only, in accordance with the **Specifications Snow & Ice Control Operations** attached at Annex A (A2), outside the snow season (1 November to 30 April) as recorded by Environment Canada at MacDonald Cartier Airport for each snowfall.

3.2 Location: Communications Research Centre (CRC), Shirleys Bay SNOW SEASON OUTSIDE THE SNOW SEASON					
PERIOD	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Rate per cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm	\$ _____ /cm
*Estimated Number of cm per year	50 cm	50 cm	50 cm	50 cm	50 cm
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sub-Total 3.2					

*Estimated number of cm per period is for evaluation purposes only.

Pricing Schedule 4: Special Operations

4.1 Landscape - Sod & Topsoil



The bidder shall submit firm all-inclusive prices on an 'as and when requested' basis for the order, purchase, delivery, and planting of sod and laying of topsoil in accordance with the **Specifications Grounds Maintenance Operations Annex A (A1)**.

Location: Communications Research Centre (CRC), Shirleys Bay					
4.1.1. Sod - Type Nursery #1					
PERIOD	YEAR 1 MAY – OCT 2017	OPTION YEAR 1 MAY – OCT 2018	OPTION YEAR 2 MAY – OCT 2019	OPTION YEAR 3 MAY – OCT 2020	OPTION YEAR 4 MAY – OCT 2021
Firm Price Per One Square Yard	\$ _____ /sq yd	\$ _____ /sq yd	\$ _____ /sq yd	\$ _____ /sq yd	\$ _____ /sq yd
*Estimated Quantity of Sod (Square Yards)	35	35	35	35	35
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sod Sub-Total 4.1.1					

*Estimated number of square yards per period is for evaluation purposes only.

Location: Communications Research Centre (CRC), Shirleys Bay					
4.1.2. Topsoil - High Quality Loam Type, Screened					
PERIOD	YEAR 1 MAY – OCT 2017	OPTION YEAR 1 MAY – OCT 2018	OPTION YEAR 2 MAY – OCT 2019	OPTION YEAR 3 MAY – OCT 2020	OPTION YEAR 4 MAY – OCT 2021
Firm Price Per one Cubic Yard	\$ _____ /cubic yd	\$ _____ /cubic yd	\$ _____ /cubic yd	\$ _____ /cubic yd	\$ _____ /cubic yd
*Estimated Quantity of Sod (Square Yards)	100	100	100	100	100
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Topsoil Sub-Total 4.1.2					

*Estimated number of Cubic Yards per period is for evaluation purposes only.

4.2 Snow and Ice Clearing - Roof Tops

The Bidder shall submit an hourly rate for clearing snow and ice from the roofs of buildings at Communications Research Center (CRC), in accordance with the **Specifications Snow and Ice Control Operations Annex A (A2, article 3.10)**.

3.1 Location: Communications Research Centre (CRC), Shirleys Bay					
4.2 Snow and Ice Clearing - Roof Tops Hourly Rate(\$/hour)					
PERIOD	YEAR 1	OPTION	OPTION	OPTION	OPTION



	2016/2017	YEAR 1 2017/2018	YEAR 2 2018/2019	YEAR 3 2019/2020	YEAR 4 2020/2021
Rate per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Number of hours	30	30	30	30	30
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Snow and Ice Clearing - Roof Tops Sub-Total 4.2:					

In case of error in the calculation of prices, the hourly rate will govern.

* Estimated number of hours per year is 30 hours (for evaluation purposes only): Calculate the estimated cost for clearing snow from the roofs of buildings using the estimated amount of 30 hours as shown above.

4.3 Other Special Operations

Provide firm all-inclusive rates including labour, supervision, material, equipment, transportation, overhead, profit and all related costs (excludes HST/GST) for Special Operations on an “as and when requested” basis only. The Special Operations are to be performed in accordance with the **Specifications Grounds Maintenance Operations** attached at Annex A (A1).

Location: Communications Research Centre (CRC), Shirleys Bay			
4.3.1 YEAR ONE (1): MAY 1, 2017 TO OCTOBER 31, 2017			
Operation	Price per Operation	x Estimated Frequency =	Extended Price
a) Aerating Turf	\$ _____	X 1 =	\$ _____
b) Fertilizing Turf	\$ _____	X 4 =	\$ _____
c) Top Dress & Seeding	\$ _____	X 1 =	\$ _____
d) Supply & Install Annuals - 60 flats of alyssum (white)	\$ _____	X 1 =	\$ _____
e) Supply & Install Annuals - 90 flats of red petunias	\$ _____	X 1 =	\$ _____
f) Supply & Install Annuals - 200 (4½”)geraniums - Various colours (ie red, pink & white - pinched once & ready to bloom)	\$ _____	X 1 =	\$ _____
g) Supply and install 600 tulip bulbs - various colours (ie red, white, pink & yellow) 12+ bulb size	\$ _____	X 1 =	\$ _____
h) Additional mowing outside the growing season	\$ _____	X 2 =	\$ _____
i) Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority	\$ _____	X 2 =	\$ _____



4.3.1 SUB-TOTAL:	
-------------------------	--



Location: Communications Research Centre (CRC), Shirleys Bay 4.3.2 OPTION YEAR ONE (1): MAY 1, 2018 TO OCTOBER 31, 2018			
Operation	Price per Operation	x Estimated Frequency =	Extended Price
a) Aerating Turf	\$ _____	X 1 =	\$ _____
b) Fertilizing Turf	\$ _____	X 4 =	\$ _____
c) Top Dress & Seeding	\$ _____	X 1 =	\$ _____
d) Supply & Install Annuals - 60 flats of alyssum (white)	\$ _____	X 1 =	\$ _____
e) Supply & Install Annuals - 90 flats of red petunias	\$ _____	X 1 =	\$ _____
f) Supply & Install Annuals - 200 (4½")geraniums - Various colours (ie red, pink & white - pinched once & ready to bloom)	\$ _____	X 1 =	\$ _____
g) Supply and install 600 tulip bulbs - various colours (ie red, white, pink & yellow) 12+ bulb size	\$ _____	X 1 =	\$ _____
h) Additional mowing outside the growing season	\$ _____	X 2 =	\$ _____
i) Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority	\$ _____	X 2 =	\$ _____
4.3.2 SUB-TOTAL:			

Location: Communications Research Centre (CRC), Shirleys Bay 4.3.3 OPTION YEAR TWO (2): MAY 1, 2019 TO OCTOBER 31, 2019			
Operation	Price per Operation	x Estimated Frequency =	Extended Price
a) Aerating Turf	\$ _____	X 1 =	\$ _____
b) Fertilizing Turf	\$ _____	X 4 =	\$ _____
c) Top Dress & Seeding	\$ _____	X 1 =	\$ _____
d) Supply & Install Annuals - 60 flats of alyssum (white)	\$ _____	X 1 =	\$ _____
e) Supply & Install Annuals - 90 flats of red petunias	\$ _____	X 1 =	\$ _____
f) Supply & Install Annuals - 200 (4½")geraniums - Various colours (ie red, pink & white - pinched once & ready to bloom)	\$ _____	X 1 =	\$ _____
g) Supply and install 600 tulip bulbs - various colours (ie red, white, pink & yellow) 12+ bulb size	\$ _____	X 1 =	\$ _____
h) Additional mowing	\$ _____	X 2 =	\$ _____



outside the growing season			
i) Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority	\$ _____	X 2 =	\$ _____
4.3.3 SUB-TOTAL:			

Location: Communications Research Centre (CRC), Shirleys Bay			
4.3.4 OPTION YEAR THREE (3): MAY 1, 2020 TO OCTOBER 31, 2020			
Operation	Price per Operation	x Estimated Frequency =	Extended Price
a) Aerating Turf	\$ _____	X 1 =	\$ _____
b) Fertilizing Turf	\$ _____	X 4 =	\$ _____
c) Top Dress & Seeding	\$ _____	X 1 =	\$ _____
d) Supply & Install Annuals - 60 flats of alyssum (white)	\$ _____	X 1 =	\$ _____
e) Supply & Install Annuals - 90 flats of red petunias	\$ _____	X 1 =	\$ _____
f) Supply & Install Annuals - 200 (4½")geraniums - Various colours (ie red, pink & white - pinched once & ready to bloom)	\$ _____	X 1 =	\$ _____
g) Supply and install 600 tulip bulbs - various colours (ie red, white, pink & yellow) 12+ bulb size	\$ _____	X 1 =	\$ _____
h) Additional mowing outside the growing season	\$ _____	X 2 =	\$ _____
i) Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority	\$ _____	X 2 =	\$ _____
4.3.4 SUB-TOTAL:			

Location: Communications Research Centre (CRC), Shirleys Bay			
4.3.5 OPTION YEAR FOUR (4): MAY 1, 2021 TO OCTOBER 31, 2021			
Operation	Price per Operation	x Estimated Frequency =	Extended Price
j) Aerating Turf	\$ _____	X 1 =	\$ _____
k) Fertilizing Turf	\$ _____	X 4 =	\$ _____
l) Top Dress & Seeding	\$ _____	X 1 =	\$ _____
m) Supply & Install Annuals - 60 flats of alyssum (white)	\$ _____	X 1 =	\$ _____
n) Supply & Install Annuals - 90 flats of red petunias	\$ _____	X 1 =	\$ _____
o) Supply & Install Annuals - 200 (4½")geraniums - Various colours (ie red, pink & white - pinched once & ready to bloom)	\$ _____	X 1 =	\$ _____



p) Supply and install 600 tulip bulbs - various colours (ie red, white, pink & yellow) 12+ bulb size	\$ _____	X 1=	\$ _____
q) Additional mowing outside the growing season	\$ _____	X 2 =	\$ _____
r) Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority	\$ _____	X 2 =	\$ _____
4.3.5 SUB-TOTAL:			

Pricing Schedule 5:

5.1 Extra Work

The Contractor will provide services for extra work on an “as and when requested” basis only where charges shall be made for actual hours of equipment with operator or labourer with tools in accordance with the **Specifications Grounds Maintenance & Snow and Ice Control Operations** attached at Annex A (A1 & A2).

*** Estimated quantity of hours per year is for evaluation purpose only.**

Firm all-inclusive rates including labour, supervision, equipment, transportation, overhead, profit and all related costs (excludes HST/GST). Written authorization must be obtained from the Technical Authority prior to conducting any extra work. Services may include but not be limited to Landscape renovations.

Our firm hourly rate for Equipment and Operator shall be:

(i) One 4-wheel drive loader with a minimum 3.08 m³ (4 yd³) bucket or larger and an operator.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (i) SUB-TOTAL:					

(ii) One dump truck with a minimum 11.46m³ (15yd³) dump box with an operator.



Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (ii) SUB-TOTAL:					

(iii) Flusher truck and an operator.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (iii) SUB-TOTAL:					

(iv) One backhoe with 1 m³ (1.31 yd³) bucket with an operator.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (iv) SUB-TOTAL:					



(v) One double drum 48" lawn roller with an operator.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (V) SUB-TOTAL:					

(vi) One Commercial Sweeper with an operator.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Equipment Operator	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	20	20	20	20	20
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.1 (vi) SUB-TOTAL:					

The Extended Price is calculated by multiplying the hourly rate for the Equipment & Operator by the estimated quantity of hours per year. (Example: Year 1, \$5.00 hourly rate; x estimated quantity of 10 = \$50.00)

5.2 Labour: Our firm hourly rate per qualified labourer with hand tools for landscaping services shall be. This rate will include adequate supervision.

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
(i) Regular Hours 08:00 to 17:00 Monday to Friday	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour



*Estimated Quantity of hours per year	25	25	25	25	25
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.2 (i) SUB-TOTAL:					

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
(ii)Outside Regular Hours Saturday, Sunday & Statutory Holidays	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
*Estimated Quantity of hours per year	15	15	15	15	15
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.2 (ii) SUB-TOTAL:					

5.3 MATERIALS: Materials will be charged at our laid-down cost plus a mark-up of:

Location: Communications Research Centre (CRC), Shirleys Bay					
	YEAR 1 2016/2017	OPTION YEAR 1 2017/2018	OPTION YEAR 2 2018/2019	OPTION YEAR 3 2019/2020	OPTION YEAR 4 2020/2021
Mark up %	_____%	_____%	_____%	_____%	_____%
Estimated Expenditure:	\$1000.00	\$1000.00	\$1000.00	\$1000.00	\$1000.00
Extended price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.3 SUB-TOTAL:					

* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00)

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

i) **MARK-UP** - The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.



ii) LAID-DOWN COST - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage. GC 227 "Call-up Against a Contract".

TOTAL ASSESSED PROPOSAL

PRICE Sum of Basis of Pricing,

Pricing Schedule 1:	= subtotal \$	_____	+
Pricing Schedule 2:	= subtotal \$	_____	+
Pricing Schedule 3:	= subtotal \$	_____	+
Pricing Schedule 4:	= subtotal \$	_____	+
Pricing Schedule 5:	= subtotal \$	_____	+ = \$ _____

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN. CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.



Section III Financial Security

Bidders must submit the certifications and additional information required under Annex C.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be examined to determine their compliance with the following Mandatory Requirements:

- (1) (Mandatory) Site Visit attendance; Section 1 Technical Bid
- (2) (Mandatory) Employee Information for Security **at bid closing** in accordance with Part 6, 6.2: Section Technical Bid
- (3) (Mandatory) Full Time Supervisor's qualifications in accordance with Part 3, Section 1: Section 1 Technical Bid
- (4) (Mandatory) Contractor's Experience and Past Performance in accordance with Part 3, Section 1: Technical Bid
- (5) (Mandatory) Submission of Firm Price/Rates in Canadian funds in accordance with Part 3, Section II: Financial Bid
- (6) (Mandatory) Annex D - Federal Contractors Program for Employment Equity with Section III: Part 5 Certification
- (7) (Mandatory) Part 5, section 5.1.4 Certification Requirement of this RFP with Section III: Part 5 Certification

Only proposals found to meet **ALL** the mandatory requirements will be deemed acceptable proposals and will be further evaluated in accordance with the evaluation criteria. Proposals not meeting **ALL** of the mandatory requirements will be deemed non-responsive and will be given **NO** further consideration.

4.2 Basis of Selection

The tender that will be selected will have met all the mandatory and have the lowest priced responsive bid which meets the requirement of the Federal Contractor's Program for Employment Equity indicated herein will be recommended for award of a contract.

In the event that two or more bidders have met all the mandatory criteria stated herein and submitted identical total lump sum cost, the selection will be made by following the steps in the order as they appear below. If all bidders are equivalent on number 1, proceed to number 2, and so forth until a winner is chosen.

Examples:

1. The Bidder who has been registered in the province of Ontario and has been in operation for more than five (5) years from the date of issue of this RFP.
2. Draw names from a hat or a simple coin toss (Anyone of these methods must be used in the presence of the concerned bidders and the mutually agreed solution should involve legal advice)

Contractors will not be reimbursed for the cost of responding to this Request for Proposal



PART 5 - CERTIFICATIONS

5.1 Certifications

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

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

5.1.2 Certifications Precedent to Contract Award

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

5.1.3 Federal Contractors Program for Employment Equity

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 "FCPLimited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed **Annex D** Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.4 Mandatory Certification Requirements of this RFP:



() Former public servant in receipt of a lump sum payment (under the Work Force Reduction Programs.

Date of termination of employment as a Public Servant: _____

() Former public servant in receipt of a pension

Date of termination of employment as a Public Servant: _____

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 ()**

Signature

Date

5.1.4.6 JOIN VENTURE CERTIFICATION

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single business enterprise, sometimes referred to as a consortium, to bid together on a requirement.

Bidders are requested to place a check mark (√) in the applicable box below to confirm whether the tender is/is not submitted as a joint venture.

YES the tender is submitted as a joint venture

NO the tender is not submitted as a joint venture

It is requested to the Bidder who bid as a joint venture to complete the certification below with the following information:

1. Composition of joint venture: (names and addresses of all members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

Name and address of each member of the joint venture	Procurement Business Number (PBN)

2. The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf:



(Print Name)

3. The name of the joint venture (or the name of the company appointed to represent all members of the joint venture should a contract be awarded):

(Print Name)

4. Type of joint venture (check mark (✓) applicable box):

<input type="checkbox"/>	incorporated joint venture
<input type="checkbox"/>	contractual joint venture
<input type="checkbox"/>	other

This certification must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the tender and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

Signature of all members of the joint venture or of the representative of the joint venture, as applicable:

Company Name	Print Name	Signature	Date

5.1.4.7 VERIFICATION OF EXPERIENCE

"We hereby certify that _____ have at least five (5) years of related experience in providing the services similar in scope to the project here-within described."

Signature



5.1.4.8 VERIFICATION OF WSIB/CSST

"We hereby certify that _____ all contractors have their WSIB/CSST Certification.

Signature



PART 6 – SECURITY REQUIREMENT

6.1 SECURITY REQUIREMENT

6.1 Security Requirement - before contract award, no contract will be awarded unless the following conditions are met.

6.2.1. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.

6.2.2 The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

6.2.3 The Contractor/Offeror must comply with the provisions of the:

- (a) Industrial Security Manual (Latest Edition).

Mandatory at bid closing the Bidder must specify the following information regarding employees proposed in Part 3, Section I (Technical Bid) to provide services against any resulting contract:

6.3.4.1 PROPOSED EMPLOYEES			
	Employees	Legal Name (First & Last) (Please Print Clearly)	Date of Birth Day / Month / Year
1	Full Time Supervisor Landscape Maintenance		
2	Full Time Supervisor Snow Removal Service (if different from the Full Time Supervisor Landscape Maintenance)		
3	Full Time Employee		
4	Employee		
5	Employee		
6	Employee		



7	Employee		
8	Employee		
9	Employee		
10	Employee		
11	Employee		
12	Employee		
13	Employee		



PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Requirement

To supply labour (including supervision of personnel), material, equipment, transportation and tools necessary to carry out Landscape Maintenance and Snow Clearing services at Industry Canada – Communications Research Centre and outlying areas (areas 1, 2, 3, 4 & 8 - along roadway and around existing buildings) 3701 Carling Ave, Ottawa, Ontario, Canada.

The services must be provided in accordance with the Specifications attached at Annex A (A1 and A2) and the Drawings (attached herein as Annex B).

7.1.1 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.2 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/standardacquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Services, apply to and form part of the Contract.



7.3 Security Requirement

(Consult the Canadian Industrial Security Directorate (CISD) Website at [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html))

1. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. The Contractor/Offeror must comply with the provisions of the:
 1. Industrial Security Manual (Latest Edition)
5. The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.



7.4 Term of Contract

7.4.1 Period of Contract

This Contract is valid during the period of November 1, 2016 to October 31, 2017 with four (4) options to extend the contract each for an additional consecutive twelve (12) month period.

7.4.2 Option to Extend Contract

The Contractor hereby grants to Canada four (4) irrevocable options to extend the term of the Contract each for an ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIOD, under the same terms and conditions as contained in the Contract. It is to be noted that Canada is not obliged to exercise any of these four (4). The exercise of any option will be at Canada's sole discretion, by providing notification in writing through a formal Contract Amendment to the contractor prior to the contract expiry date.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contracting Authority	Alternate Contracting Authority
Anne Nino Manager Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Building 2D, room 138 édifice 2D, salle 138 Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 998-1922 anne.nino@canada.ca fax / téléc. (613) 993-8657 Web site / Site web : www.crc.ca Government of Canada Gouvernement du Canada	Gabrielle Pilon Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Building 2D, room 135 édifice 2D, salle 135 Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 990-6278 gabrielle.pilon@canada.ca fax / téléc. (613) 991-4378 Site Web/Web site : www.crc.ca Gouvernement du Canada Government of Canada

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.

7.5.2 Technical Authority

The Technical Authority for the Contract is: **“TO BE PROVIDED AT CONTRACT AWARD”**

 (Name of Technical Authority)

 (Title)



(Fill in Organization)

(Fill in Address)

Telephone:

E-mail Address:

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

7.5.3 Contractor's Representative: "TO BE COMPLETED AT CONTRACT AWARD"

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone Number: _____

Cellular Number: _____

E-Mail: _____

7.5.4 Specific Person(s) Supervisor (s) (Landscape & Snow removal service)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: "TO BE COMPLETED AT CONTRACT AWARD"

Full Time Supervisor's Name: _____

Telephone Number: _____

Cellular Number: _____

E-Mail: _____

7.5.4.1 Full time Supervisor Duties (Landscape Maintenance)

The Supervisor will be the Technical Authority's main contact person for issues related to the terms and conditions in the **Specifications at Annex A (A1)** of the contract. The Supervisor



is authorized by the firm to provide requested quotes to the Technical Authority **within 48 hours from the receipt of the request**. The Supervisor will be the person inspecting the site on an as required basis but minimally once a week to ensure the work is being conducted in accordance with the specification. The Supervisor will sign off on the Horticulture Log book that the work has been completed satisfactorily. The Supervisor will be the person who will meet with the Technical Authority on site as required. **The Supervisor would have to be available to meet the Technical Authority during the hours 07:00 to 17:00 hrs**. The Technical Authority will forward the weekly inspection reports to the Supervisor who will ensure that all the deficiencies are corrected. The Supervisor will advise the Technical Authority of any issues on site which may impact service delivery or which require action from the Technical Authority.

7.5.4.2 Full time Supervisor Duties (Snowfall Removal Service)

The Supervisor will be the Technical Authority's main contact person for issues related to the terms and conditions in the **Specifications Appendix A (A2)** of the contract. The Supervisor is authorized by the firm to provide requested quotes to the Technical Authority **within 48 hours from the receipt of the request**. The Supervisor will be the person who will meet with the Technical Authority on site as required. **The Supervisor would have to be available to meet the Technical Authority during the hours 07:00 hrs to 17:00 hrs**. The Technical Authority will forward the inspection reports to the Supervisor who will ensure that all the deficiencies are corrected. The Supervisor will advise the Technical Authority of any issues on site which may impact service delivery or which require action from the Technical Authority.

7.5.5 Specific Person(s) Full Time Employee "TO BE COMPLETED AT CONTRACT AWARD"

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Full Time Employee Name: _____

Telephone Number: _____

Cellular Number: _____

E-Mail: _____

7.5.5.1 Full time employee Duties

The full time employee is required on the site to ensure that the litter, including cigarette butts, is being picked up on a continuous basis and emptying of the cigarette butt can quarterly. The full time employee is also required to ensure that the snow removal tasks are being completed as per the scope of work to ensure that the area remains safe for pedestrians at all times. The full time employee is also required to work towards completing all the other tasks listed in the Specifications at Annex A (A1 & A2), in association with the other staff the contractor assigns to the site, to ensure that the work is being conducted in accordance with the specification

7.5.5.2 Replacement of Specific Individuals



1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - the name, qualifications and experience of the proposed replacement; and
 - proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirement

7.6 Payment

7.6.1 Basis of Pricing

The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section II Financial Bid - Basis of Pricing of this solicitation.

7.6.2 Basis of Payment

Progress payments will be made once per month upon receipt of invoices detailing work performed, date work executed, the category of resource(s) that carried out the work, the cost associated with the respective tasks, total invoice amount and HST shown as a separate item and any other applicable costs as specified in the resulting contract.

Payment(s) will be contingent upon Industry Canada's satisfaction with the Work completed subject to the approval of the Project Authority or his designated representative.

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

- (a) **Landscaping** shall be paid in accordance with Pricing Schedule 1, at the end of each calendar month from May through October for each Landscaping season.
- (b) **Snowfall up to 300 cm** shall be paid in accordance with Pricing Schedule 2 in the percentages at the end of each calendar month from November through April for the snow season as follow:

Snow Seasons



November - 5% of the Firm Lot
Price December - 20% of the Firm
Lot Price January - 25% of the Firm
Lot Price February - 25% of the
Firm Lot Price
March - 20% of the Firm Lot Price
April - 5% of the Firm Lot Price

(c) As and When Requested Work

Any costs incurred for "**Snowfall in Excess of 300 cm**", "**Special Operations**" and for "**Extra Work**" shall be paid, on an "as and when requested" basis, in accordance with Pricing Schedule 3 4 & 5, after completion, inspection and acceptance of the work performed at the end of the calendar month in which the work has been performed and accepted.

Canada's total liability under the "as and when requested" portion of the Contract shall not exceed \$20K.

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
 - (b) if the Contractor considers the funds provided are inadequate for the completion of
- the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such changes, modifications or interpretations shall have been approved by the Minister prior to their incorporation in the Work.

7.6.3 Determination of Cost - Deletion of work

The Department may from time to time, require changes to the areas to be maintained due to operational requirements, on-site projects, or construction of new areas to be maintained or deletion of areas to be maintained; the Firm Price will be adjusted accordingly based on 80% of the Firm Price shown in Pricing Schedule 1 and/or 2 (adjust accordingly), as follows:

Firm Price break down for the calculation of additional or deletion of m2 :

- 20% of the original firm price remains unchanged. **Operating Cost**
- 80% of the original firm price for the calculation of deletion:



The decrease in the monthly firm price for the areas added or deleted is based on 80% of the firm price and will be calculated by dividing the firm price for snow removal by the number of square meters listed in Annex B Site Plan and then multiplied by the square meter area to be deleted.

Example:

A Contract in Year 1 (firm price of \$65,000.00) with a total area of **2,805m²**, from which a reduction of **358m²** must be applied effective January 1st:

PERIOD OF CONTRACT November 1st to April 30th	ANNUAL FIRM PRICE
Year 1	\$65,000.00
Option Year 1	\$74,000.00
Option Year 2	\$78,000.00

Price breakdown for the calculation of deletion :

	Year 1	Option Year 1	Option Year
20% of Firm Price	\$13,000.00	\$14,800.00	\$15,600.00
80% of Firm Price	\$52,000.00	\$59,200.00	\$62,400.00

Formula: **\$52,000.00** (80% of the \$65,000.00) / 2,805m² = \$18.54 x 358m² = \$6,637.32 (total reduction based on the total firm price.)

Price breakdown reduction (Snow Only) effective January 1st:

- January = \$6,637.32 @ 25% = \$1,659.33
- February = \$6,637.32 @ 25% = \$1,659.33
- March = \$6,637.32 @ 20% = \$1,327.46

Total Reduction = \$4,977.99

7.6.4 SACC Manual Clauses

- H1008C (2008-05-12) Monthly Payment
- A9116C (2007-11-30) T1204 - Information Reporting by Contractor
- A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
- A9117C (2007-11-30) T1204 - Direct Request by Customer Department, apply to and form part of the contract

7.7 Invoicing Instructions

All invoices are to be mailed as per the Front Page of any resulting contractual document and must include the Contract Number, description of work which has been completed and for which payment is being claimed, location of work and the person who requested the service,



before any payments can be processed. All taxes are to be listed as separate items. Failure to submit the correct information may result in the rejection of the invoice for processing.

The invoices for "Landscaping" and "Snowfall up to 300 cm" shall be submitted at the end of each calendar month, in accordance with Basis of Payment Clause hereafter.

Any costs incurred for "Snowfall in excess of 300 cm" and for "Special Operations" shall be invoiced after completion, inspection and acceptance of the work performed at the end of the calendar month in which the work has been performed and accepted in accordance with Basis of Payment clause hereafter. These costs are to be denoted as separate items on the monthly invoice.

Invoices are to be made out and mailed to:

Industry Canada
Communications Research Centre
3701 Carling Ave
Ottawa Ontario, K2H 8S2

Payment will only be made on receipt of satisfactory invoices duly supported by any specified documents called for under this contract.

7.8 Certifications

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

7.8.1 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

7.10 Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04);
- (c) Annex A, Grounds Maintenance Specifications
 - Annex A1: Statement of Work Grounds Maintenance
 - Annex A2: Statement of Work Snow and Ice Control;
- (d) Annex B, Site Plan; **(to be provide at site visit)**
- (e) Annex C, Performance Bond (form PWGSC-TPSGC 505)
- (f) Annex D, Federal Contractors Program For Employment Equity – Certification
- (g) the Contractor's proposal dated _____(insert date of bid), as amended ____ (insert date(s)of amendment(s) if applicable)

7.11 Insurance Requirements

7.11.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.11.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11.2 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 endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (m) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

7.12 Workers' Compensation

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

7.13 Site Regulations

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

7.14 Safety Regulations & Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

The Contractor will be responsible to take all necessary steps to protect the workers from harm in accordance with revised statutes of the current Canada Labour Code.

CRC emergency procedures and fire, health and safety requirements applicable to work taking place on CRC property will be provided by the Project Authority to the successful Contractor. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

All Contractor employees and all site visitors shall have the appropriate safety equipment and training.



The Contractor must be prepared to provide supporting documentation attesting to the suitability of the workers regarding project specific training requirements if requested by the Project Authority.

The Contractor must also be prepared to provide a copy of their company safety plan.

7.15 Cellular Phones and/or Pagers

The Contractor shall be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, shall be the responsibility of the Contractor. The Contractor shall maintain an uninterrupted communication service.

7.16 Language

All personnel and employees assigned to this/any resulting contract must have sufficient knowledge to speak, read and comprehend one of Canada's official languages.

7.17 Contract Financial Security

Note to the contractor: The Contract Financial Security applies to each of the option years (if exercised).

1. The Contractor must provide one of the following contract financial securities within 14 calendar days after the date of contract award:
 - (a) performance bond form PWGSC-TPSGC 505 in the amount of **10 percent** of the Pricing Schedule 1 and/or 2 of the Contract Price; or
 - (b) a security deposit as defined in clause E0008C in the amount of **10 percent** of the Pricing Schedule 1 and/or 2 of the firm Contract Price.
 - (c) an irrevocable standby Letter of Credit as defined in clause E0008C in the amount of **10 percent** of the firm contract price. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doceng.aspx?id=14494§ion=text#appL>).
- 1.2 Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
- 1.3 In the event of Canada advising the Contractor of Canada's intention of availing itself of an option year the Contractor shall furnish to Canada, no later than 14 days prior to the



commencement of the period comprising the said option year, a duly executed contract financial securities to cover such option year, in an amount equal to 10% of the aggregate of the bid Firm Annual Rates applicable for the said option year and otherwise complying with the required contract financial securities relative to year one (1).

- 1.4 If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7.18 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor **(including the supervisor)** prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

At the pre-commencement meeting, the Contractor is to supply the Departmental Representative with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations. In addition, the Contractor, is to supply their plan of operation at this meeting.



ANNEX A

ANNEX "A1"

**CRC
Specification**

GROUNDS MAINTENANCE

OPERATIONS

**INDUSTRY CANADA COMMUNICATIONS
RESEARCH CENTRE (CRC) Ottawa, Ontario**



SCOPE OF WORK

1. Scope of Work
 - 1.1 Description of Work
2. References
 - 2.1 Definitions
 - 2.2 Standards
 - 2.3 Drawings
3. Technical Description
 - 3.1 Hours of Operation
 - 3.2 Equipment
 - 3.3 Materials
 - 3.4 Operational Requirements
 - 3.5 Emplacements
 - 3.6 Surroundings / Environment
 - 3.7 End of Season
 - 3.8 Damages
 - 3.9 General
4. Inspection



1. Scope of Work

1.1 Description of Work

To supply labour (including supervision of personnel), material, equipment and tools necessary to carry out grounds maintenance contract at Industry Canada – Communications Research Centre and outlying areas (areas 1, 2, 3, 4 & 8 (along roadway and around existing buildings), including lawn cutting, tree, shrub & hedge trimmings, fertilizing and weed control, debris pickup (all pickup and disposal costs are to be included) and sweeping as per drawings in Annex B (referred to in item 2.3 below).

2. References

2.1 Definitions

The “Technical Authority” or his delegated representative will be identified at contract award.

“Main arteries” shall be all areas located on the Drawing IP-11485-site-C1 and also the areas around and to Area 8.

2.2 Standards

Workplace Hazardous Materials Information System (WHMIS)
Any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply (latest edition shall apply in all cases).

2.3 Drawings

Annex “B” Site Plan:

IP11485 – site – C1
IP11485 – site – C2
IP11485 – Area 1 – C1

3. Technical Description

3.1 Hours of Operation

3.1.1. Hours of work are between 07:00 hours to 17:00 hours, Monday to Friday.

3.2 Equipment

3.2.1 The Contractor shall be responsible to supply the sufficient equipment, tools and materials to meet all the requirements of the specifications.



3.2.2 Upon Contract award, the Contractor shall bring all necessary equipment and materials to a designated storage area on site located near Building #7. The Contractor will be responsible for the security of the equipment within this designated area.

3.2.3 All vehicles and equipment shall be kept clean and shall meet provincial safety standards.

3.3 Materials

3.3.1 The Contractor shall supply fertilizer, plants, flowers, topsoil (refer to section 3.4.17). In addition, soil and sod may be required on an as and when requested basis.

3.3.2 The Contractor should have all materials on-site in quantities sufficient to carry out the necessary day to day activities.

3.4. Operational Requirements

Scheduling

3.4.1 The Contractor will submit a work schedule for the term of the contract to the Technical Authority for approval prior to the commencement of the work. This work schedule will include a daily time frame in which the working supervisor will be available to ensure routine duties that may include, but are not limited to, garbage pickup, maintaining flower beds and shrub thinning and all around grounds maintenance etc. have been completed. The work will be performed in a workmanlike manner with well qualified staff licensed as required by Ministry of Environment and Ministry of Labour using and wearing approved safety equipment at all times. The Contractor shall immediately upon award, designate a working supervisor. This working supervisor shall be in full charge of the operations of the Contractor in the performance of the services and shall be authorized to accept any notice, consent, order, direction, decision or any other communication on behalf of the Contractor that may be given under the Contract. The Supervisor shall liaise daily with the Technical Authority. If the working supervisor is unavailable at any given time during the performance of the Contract, the Contractor shall nominate one of their employees on site to represent them and be responsible to perform all of the duties of a working supervisor. The Contractor will provide a listing of the employees that will work on site.

The working supervisor shall be responsible to enter the following information daily in a logbook which will reside with the Technical Authority (at building 7, Carpentry Shop, 613-851-0025 or 613-998-2571)

- Supervisor's name
- Staff name(s)
- Number of hours worked
- Material used
- Work performed

The Supervisor shall notify the Technical Authority of any changes from the scheduled work sheet initially submitted by Contractor. In the event of inclement weather, the



working Supervisor/Contractor shall contact the Technical Authority who will make note in the logbook that no services were performed that day.

The Contractor shall provide all the staff necessary to perform all services as identified in the Specification.

Site Maintenance

3.4.2 In spring the Contractor will rake, aerate, and repair by over-seeding any damaged turf areas. All turf areas, flower beds and shrub beds are to be cleaned of debris. In addition, all flower beds and shrub borders are to be cultivated and a suitable amount of composted topsoil and fertilizer mix is to be added to bring them up to grade. This will take approximately 20 yards of topsoil for flower and shrub beds.

3.4.3 In spring, the Contractor will remove all garbage and other waste material from lawns, tree gloves, treed windbreaks, loading areas etc. and will remove on an ongoing basis for the duration of the contract. In addition, the Contractor will remove all debris, sand, stone, and salt (regardless of the quantity spread during the winter season) from all lawns, walkways, roadways, and parking areas utilizing a motorized sweeper.

3.4.4 The Contractor will cut the grass as required to a height of 2-2 ½" and no more than 4". The Contractor will edge lawns as required and maintain a clean grass-free edge along flowerbeds, shrub beds, sidewalks, roadways, and parking lots, and trim along fences, buildings, curbs, sidewalks, water hydrants, and light standards. The Contractor will rake and remove grass cuttings from the site or to dump area on site.

3.4.5 The Contractor shall remove grass and twigs from landings and walkways.

3.4.6 The Contractor will apply fertilizers according to the following instructions: Lawn and Trees – Main Compound (CRC Site #1, Ball Diamond, Bldg. 94, 46 & 67): One application of 0-20-0 fertilizer in early spring at 7 kilograms per 100 square meters. Followed by: One application of 21-3-9 fertilizer at 20 kilograms per 100 square meters, applied in early to mid-May. A second application of 21-3-9 fertilizer at 2.0 kilograms per 100 square meters in early to mid-July. A fall application of 4-9-15 fertilizer at 4 kilograms per 100 square meters in October.

3.4.7 The N component shall be at least 40% slow release SCU. The fertilizer label is to be submitted to the Technical Authority prior to application.

NOTE: All grassed areas inside the compound and designated areas outside the compound are to be core aerated prior to the application of fertilizer in the spring or within 5 days thereof. Core aeration should not be done under the third of the crown closest to a tree trunk.

3.4.8 The Contractor will prune and thin, removing dead, damaged, diseased and crowded plant parts from trees, hedges and shrubs as directed by the Technical Authority in order to maintain a healthy, vigorous and aesthetically pleasing condition.



- 3.4.9 Pruning shrubs will be done in the spring before active growth begins.
- 3.4.10 Dead trees and pruning debris will be removed to an area on site as designated by the Technical Authority.
- 3.4.11 The Contractor will maintain a grass and weed-free area of at least 24 inches around newly planted trees.
- 3.4.12 On an ongoing basis during late summer and early fall, the Contractor will rake up and remove all dead leaves and twigs from lawns, roadways, parking lots, sidewalks, etc., so that they are totally clear of debris prior to October 31.
- 3.4.13 The Contractor will maintain all sidewalks, landings, cross-walks, entrances, roadways and parking lots, so that they are free of debris and dirt at all times utilizing adequate equipment for transport of water, when necessary to flush dirt away after a commercial sweeper has been utilized to remove excessive sand, solid, stones, grit, etc. A flusher truck and sweeper will be required in the early spring (late May, early June), mid-summer (August) and mid-October as directed by the Technical Authority.
- 3.4.14 The Contractor shall provide sufficient watering to ensure healthy growth of flowers in containers and beds, shrubs, lawns and trees. Water is to be applied at a rate to ensure a weekly supply of at least 1-inch per week, rainfall included.
- 3.4.15 Water will be supplied by CRC at hydrant locations designated by the Technical Authority.
- 3.4.16 The Contractor will be responsible for providing strong garbage bags (size 42 x 48) for garbage receptacles and for ensuring the garbage is regularly collected and bags are replaced once a week or more frequently if necessary. (Approximately 30 receptacles)
- 3.4.17 The Contractor will be responsible for supplying flowers for containers and flowerbeds as identified herein shall consist of 6,000 annuals various colours and 600 tulip bulbs of various colours i.e. red, white, pink, yellow, bulb size 12+ will be supplied and planted in the fall season in existing flower beds. If for any reason beyond the control of the Contractor the flowers identified in this document are not available a comparable substitute agreed to by the Technical Authority must be provided at no additional cost. The Contractor shall submit a proposed list for approval before any planting is carried out. Planting is to be completed by June 1 in properly prepared beds and containers and shall be kept weed free at all times during the Contract.
- 3.4.18 "As and when" request: The Contractor will be responsible for topsoiling designated areas up to grade. This includes winter damage to lawns, depressions due to settling, beside curbs etc. Approximately 100 cubic yards (per year) may be required as part of the overall contract value. Topsoil is to be approved by the CRC Technical Authority before order and delivery. Topsoil dumped at CRC without the Technical Authority's approval will not be acceptable and will not be paid for. Topsoil should be high quality



loam type, screened. The quantity of sod for this site is estimated at 35 square yards per year on and “as and when” requested basis: the type of sod is Nusery #1.

3.4.19 Vegetation on the green roof of building 103 must be cut twice a year as per the technical authority.

3.5 Emplacements

3.5.1 The Contractor shall clear away leaves and twigs from designated fresh air intakes to each building’s ventilation system.

1.6 Surroundings / Environment

3.6.1 The Contractor shall take special care when cutting grass not to blow clippings on to the walks, roads, on intake or air condition compressors, onto or against trees, shrubbery, sidewalks, fences, gates, hydrants, or other structures adjacent to areas of this contract.

3.6.2 The Contractor shall keep the sheds and material storage areas clean.

3.6.3 The Contractor shall straighten all sign posts including, but not limited to, stop signs, yield signs, VIP signs, and fire hydrant signs immediately.

3.7 End of the Season

3.7.1 The Contractor shall clean out all storage areas and return to original condition by October 15th of each year.

3.7.2 The Contractor shall clean lawns and sweep-up and flush all paved areas including, but not limited to, roadways, parking lots, and sidewalks, of excess grass, twigs and clippings by October 15th of each year.

3.8 Damages

3.8.1 At the beginning of May, the Contractor shall tour the work site with the Technical Authority. The Contractor may request pictures of damaged installations from the Technical Authority.

3.8.2 At the end of October, a joint inspection will be carried out. Any damages to structures or landscaping not previously identified shall be repaired by the Contractor, at no extra cost to the Crown, to the satisfaction of the Technical Authority. Any repairs are to be completed by October 15th of each year.

3.8.3 In the event the Contractor causes damages during execution of work, the Contractor shall inform the Technical Authority immediately. The Contractor and the Technical Authority shall visit the site to determine the extent of the damages and set a definite time when these damages will be repaired.



3.8.4 The Contractor shall report verbally all accidents and damages immediately, within one (1) hour to the Technical Authority. Within 48 hours, the Contractor shall submit a written incident report to the Technical Authority.

3.9 General

3.9.1 The Contractor shall comply with all Standing Orders or other regulations in force on the site where work is to be performed, relating the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

3.9.2 Use of site is exclusive and complete for execution of work.

3.9.3 Sanitary facilities will be assigned for the use of the Contractor.

3.9.4 The Contractor shall make available to the Technical Authority, a telephone number where he or his designate can be reached on a 24 hour basis. Direct access to the Contractor must be maintained at all times, either by pager or cellular phone.

4. Inspection

4.1 Contractor must have one employee (minimum) on site from Monday to Friday.



ANNEX "A2"

CRC Specification

SNOW AND ICE CONTROL

OPERATIONS

**INDUSTRY CANADA COMMUNICATIONS
RESEARCH CENTRE (CRC) Ottawa, Ontario**



SCOPE OF WORK

- 1.0 Scope of Work
 - 1.1 Description of Work
- 2.0 References
 - 2.1 Definitions
 - 2.2 Standards
 - 2.3 Documents
 - 2.4 Drawings
- 3.0 Technical Description
 - 3.1 Hours of Operation
 - 3.2 Equipment
 - 3.3 Materials
 - 3.4 Operational Requirements
 - 3.5 Emplacements
 - 3.6 Catch Basins
 - 3.7 Surroundings / Environment
 - 3.8 Removal of Snow from Designated Areas
 - 3.9 Snow Dumps
 - 3.10 Designated Roofs at CRC Main Site (As and When)
 - 3.11 Markers
 - 3.12 End of the Snowfall Season
 - 3.13 Damages
 - 3.14 General
- 4.0 Inspection



1. Scope of Work

1.1 Description of Work

Work under this contract covers the supply of labour, material and equipment necessary to carry out snow and ice control on or around roadways, loading ramps, sidewalks, parking lots, access roads, steps, doorways, emergency and fire exits, oil filler pipes, gas outlets, fire hydrants, bus shelters at Industry Canada, Communications Research Centre (CRC) as per this specification and drawings in Annex "B" (referred to in item 2.4 below).

2. References

2.1 Definitions

"Technical Authority" or his delegated representative will be identified at contract award.

"Main arteries" shall be all areas located on the Drawing IP11485-AREA1-C1 and also the areas around and to Area 8.

2.2 Standards

Workplace Hazardous Materials Information System (WHMIS)

Any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply (latest edition shall apply in all cases).

2.3 Documents

The Contractor shall maintain at the job site, one copy each of following:

1. Specifications.
2. Amendments to contract or specifications
3. Copy of approved work schedule.
4. Occupational Health and Safety Act and Regulations for Construction Projects.

2.4 Drawings

Annex "B" Site Plans:
IP11485 – site – C1
IP11485 – site – C2
IP11485 – Area 1 – C1

3. Technical Description

3.1. Hours of Operation

- 3.1.1. All areas under this contract shall be cleared of snow and ice by 07:00 hours, 7 days a week, unless otherwise specified.



- 3.1.2. Spar Loading Dock, and Nitrogen tanks located on the North side of Building #65 must be kept clear of ice and snow to bare pavement 24 hours a day, 7 days a week.
- 3.1.3. Those areas designated as fire lanes and security routes must be kept clear of snow and ice 24 hours a day, 7 days a week.
- 3.1.4. In the event of a heavy storm, the Contractor shall continue to carry out normal snow cleaning duties, throughout the storm.

3.2. Equipment

- 3.2.1. The Contractor shall supply all tools, equipment, materials, personnel, supervision, and labour required for the satisfactory completion of work under this contract.
- 3.2.2. Upon acceptance of Contract, the Contractor shall bring all necessary snow removal equipment and materials to the storage area adjacent to CRC Building #7.
- 3.2.3. It is the Contractor's responsibility to have sufficient equipment available to meet all requirements of snow removal as described in these specifications.
- 3.2.4. During a snowstorm, the Contractor must have sufficient equipment, material and personnel on-site to keep all main arteries open.
- 3.2.5. All vehicles and equipment shall be kept clean and shall meet provincial safety standards.

3.3. Materials

- 3.3.1. The Contractor shall supply sand, stone, calcium, ice melter and salt.
- 3.3.2. The Contractor should have stone, ice melter and salt on-site in quantities sufficient to satisfactorily carry out the necessary day to day activities.
- 3.3.3. Sand boxes at building entrances are to be supplied by the Contractor.
- 3.3.4. De-icing material shall be sufficient to maintain safe passage on all surfaces.
- 3.3.5. The Contractor shall remove excess salt and sand from landings and walkways.
- 3.3.6. The stone, ice melter and salt stored on-site is to be used only at the Shirleys Bay Campus.

3.4. Operational Requirements



- 3.4.1. All roadways, sidewalks, ramps, parking lots, ramps, and entrances to the loading docks and buildings shall be cleared of snow and ice curb to curb, or the edge of the asphalt where curbs do not exist.
- 3.4.2. Steps, doorways, emergency and fire exit stairways, wheelchair ramps, special disabled facilities, loading docks, gas outlets, access to refuse containers and bus shelters are to be kept clear of snow to full width.
- 3.4.3. All gateways on and off the site shall be kept clear of snow and ice at all times.
- 3.4.4. All signs including but not limited to roadway, sidewalk, parking lot direction signs shall be kept clear of snow and ice at all times.
- 3.4.5. Packed snow shall not be allowed to accumulate on any surface.
- 3.4.6. Snow mounds or snow piles shall not be permitted to build up on the main site at any time. Conditions which may impair the vision of motorists, create flooding, icing or reduce the size of the original parking lots shall not be acceptable. See 3.8.2
- 3.4.7. Steps, doorways, ramps, and wheelchair ramps shall be kept clear of ice using ice pellets such as Revere Ice Melter or equivalent. Sand, stone or high concentration chemical products (salt) shall be used on all other areas.
- 3.4.8. The Contractor shall, as required from time to time, clear small entranceways to trailers, huts, or similar installations. This clearing shall not be extra to the contract.
- 3.4.9. Building 65 courtyard is to be cleaned with snow blower as not to damage stone and cement work.

3.5. Emplacements

- 3.5.1. Fire hydrants, fire doors, fuel filler pipes, and refuse bins shall be cleared of ice and snow, at all times, to a diameter of 250 cm.
- 3.5.2. The Contractor shall clear away snow and ice from electrical vaults and designated fresh air intakes to each building's ventilation system.

3.6. Catch Basins

- 3.6.1. The Contractor shall ensure that catch basins are not plugged by the use of excessive quarry products.
- 3.6.2. The Contractor shall clean or flush out catch basins, storm sewers and/or culverts that become blocked due to excess use of quarry products, at no additional cost to the Crown.

3.7. Surroundings / Environment



- 3.7.1. The Contractor shall take special care not to pile, plow, or place snow onto or against trees, shrubbery, sidewalks, 3 meters away from all fences, gates, hydrants, or other structures adjacent to areas of this contract.
- 3.7.2. The Contractor shall take care to leave at least 15 cm of snow on turf areas when clearing snow piles on turf, during plowing operations.
- 3.7.3. The Contractor is responsible to supply a salt shed roof.

3.8. Removal of Snow from Designated Areas

- 3.8.1. Refer to Drawings (Refer to section 2.4) for areas that require the complete removal of snow.
- 3.8.2. All snow shall be transported from the location in Column A to the location in Column B.

A:	B: Transported or Blown	Drawing No
P-2	grassed area North of P-2	IP11485-Area1-C1
P-3,P-4	grassed areas South, East, West of P-3, P-4	IP11485-Area1-C1
P-5,P-6	grassed areas West of P-5, East & West of P-6	IP11485-Area1-C1
P-7	grassed areas West of P-7, P-8	IP11485-Area1-C1
P-8	grassed areas North of P-8, P-1	IP11485-Area1-C1
P-9	SNOW DUMP (transported only)	IP11485-Area1-C1
P-10	SNOW DUMP (transported only)	IP11485-Area1-C1
P-11	grassed areas West & South of P-11	IP11485-Area1-C1
P-16 Adjacent Buildings #28, #36, & #81	grassed areas South & West of P-16	IP11485-Area1-C1
P-17, P-21	grassed areas South West of P-21 & P17	IP11485-Area1-C1
P-19	SNOW DUMP (transported only)	IP11485-Area1-C1
P-20	grassed area West of P-20	IP11485-Area1-C1
P-22	grassed areas South and West of P-22	IP11485-Area1-C1
P-24 & EMP Facility	grassed areas North & South of P-24	IP11485-Area1-C1



CFEWC Concourse (Bldgs #17 & #91)	SNOW DUMP	IP11485-Area1-C1
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3.9 Snow Dumps

The Contractor shall maintain the Snow Dump at the location determined by the Technical Authority.

3.10. Designated Roofs at CRC Main Site (As and When)

3.10.1. The Technical Authority may call upon the Contractor to remove snow and ice from the roofs of buildings at CRC’s main site, as directed by the Technical Authority.

3.10.2. The Contractor shall be on-site within two (2) hours of receiving the call.

3.11. Markers

3.11.1. Markers shall be installed where any damage to existing facilities could result from use of snow removal equipment. The Contractor shall ensure that snow markers are installed to adequately mark a facility that could be damaged as a result of snow clearing operations.

3.11.2. Markers shall be in place by 15 November and removed by 15 May.

3.12. End of the Snowfall Season

3.12.1. The Contractor shall clean out all storage areas of excess salt and return storage areas to original condition.

3.12.2. The Contractor shall clean lawns and sweep-up and flush all paved areas, including, but not limited to, roadways, parking lots, sidewalks, of excess sand and gravel.

3.12.3. The Contractor shall straighten all sign posts including, but not limited to, stop signs, yield signs, VIP signs, and fire hydrant signs no later than April 15 of each snow season.

3.13. Damages

3.13.1. The Contractor shall be responsible for any damages caused by himself, his staff or sub-trades to existing structures, services or equipment during the performance of work on the contract. The Contractor shall make good any such damages at his own expense.

3.13.2. At the beginning of the snowfall season, the Contractor shall tour the work site with the Technical Authority. The Contractor may request pictures of damaged installations from the Technical Authority.



- 3.13.3. At the end of each snowfall season, a joint inspection will be carried out. Any damages as a result of snow removal operations to structures or landscaping not previously identified shall be repaired by the Contractor, at no extra cost to the Crown, to the satisfaction of the Technical Authority. Any repairs are to be completed by 15 April.
- 3.13.4. In the event the Contractor causes damages during execution of work, the Contractor shall inform the Technical Authority immediately. The Contractor and the Technical Authority shall visit the site to determine the extent of the damages and set a definite time when these damages will be repaired.

3.14. General

- 3.14.1. The Contractor shall comply with all Standing Orders or other regulations in force on the site where work is to be performed, relating the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.
- 3.14.2. Use of site is exclusive and complete for execution of work.
- 3.14.3. Sanitary facilities will be assigned for the use of the Contractor.
- 3.14.4. The Contractor shall make available to the Technical Authority a telephone number where he or his designate can be reached on a 24 hour basis. Direct access to the Contractor must be maintained at all times, either by pager or cellular phone.
- 3.14.5. The Contractor shall report verbally all accidents and damages immediately, within one (1) hour to the Technical Authority. Within 48 hours, the Contractor shall submit a written incident report to the Technical Authority.

4. Inspection

- 4.1.1. Contractor must supply one employee (minimum) to remain on site from Monday to Friday.
- 4.1.2. Contractor shall inspect the site daily to ensure compliance with all Terms and conditions of this contract.



ANNEX B

Annex B SITE PLAN

IP11485 – site – C1
IP11485 – site – C2
IP11485 – Area 1 – C1

Due to security reason on Campus, the site visit drawings will be provided at the mandatory job showing.

The information provided below is estimation only:

- **Snow removal on road: 10.40 KM**
- **Snow removal on sidewalks: 2.71 KM**
- **Snow removal on parking lot: 53,686.00 M2**
- **Grass cutting on Campus: 467,147.18 M2**



ANNEX C

ANNEX C

Performance Bond

1.2 Contract Financial Security (E0007C 2011-05-16)

The Contractor must provide one of the following contract financial securities within 14 calendar days after the date of contract award:

- (a) performance bond form PWGSC-TPSGC 505 in the amount of **10 percent** of the Pricing Schedule 1 and/or 2 of the Contract Price; or
- (b) a security deposit as defined in clause E0008C in the amount of **10 percent** of the Pricing Schedule 1 and/or 2 of the firm Contract Price.
- (c) an irrevocable standby Letter of Credit as defined in clause E0008C in the amount of **10 percent** of the firm contract price.

2. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doceng.aspx?id=14494§ion=text#appl>).

1.2.1. Security Deposit Definition (E0008C 2014-09-25)

1. "security deposit" means

- a. *a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or*
- b. *a government guaranteed bond; or*
- c. *an irrevocable standby letter of credit, or*
- d. *such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;*

2. "approved financial institution" means

- a. *any corporation or institution that is a member of the Canadian Payments Association;*
- b. *corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;*
- c. *a credit union as defined in paragraph 137(6) of the Income Tax Act;*
- d. *a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or*
- e. *the Canada Post Corporation.*



3. *"government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:*
 - a. *payable to bearer;*
 - b. *accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;*
 - c. *registered in the name of the Receiver General for Canada.*

4. *"irrevocable standby letter of credit"*
 - a. *means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,*
 - (ii) *will make a payment to or to the order of Canada, as the beneficiary;*
 - (iii) *will accept and pay bills of exchange drawn by Canada;*
 - (iv) *authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or*
 - (v) *authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.*
 - b. *must state the face amount which may be drawn against it;*
 - c. *must state its expiry date;*
 - d. *must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;*
 - e. *must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;*
 - f. *must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication*
 - g. *No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and*
 - h. *must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.*



ANNEX D

ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)