



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

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

<b>Title/Sujet</b>  <b>Landscaping Services – National Research Council Canada Montréal, Québec</b>	
<b>Solicitation No./N. de l'invitation</b> <b>17-22002</b>	<b>Date</b> <b>April 12, 2017</b>
<b>Solicitation Closes/L'invitation prend fin</b> <b>at/à 14 :00</b> <b>on/le May 23, 2017</b>	<b>Time Zone/Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> <b>Melody Ellis</b> <b>Telephone No./N. de téléphone : (613) 993-4461</b>	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



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



## 5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS

- 5.1 Proposals must be delivered not later than 2:00 PM EDT, 23 May 2017, to the following **Contracting Authority**:

Melody Ellis  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-4461

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

- 5.2 You are invited to submit two (2) copies of a Technical Proposal and two (2) copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One envelope must be clearly marked 'Technical Proposal' and the other envelope must be marked 'Financial Proposal'. All financial information must be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.
- Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "E"**.
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

## 6.0 MANDATORY REQUIREMENTS

- 6.1 Describe the company's operational capabilities and provide a list of equipment available to fulfill the terms of the contract.
- Give three (3) references indicating similar outdoor maintenance services that the bidder has already offered; include the names and telephone numbers of the contact person, as well as the value and duration of the contract (s).
- 6.2 The bidder shall designate a Contact Person who will be the essential contact between the NRC and the Contractor. The bidder shall provide all necessary telephone numbers in order to reach the contact person at all times.
- 6.3 Evidence of Insurance valued at one (1) million dollars (**Appendix "F"**)

- 6.4 As indicated in Article 5.2, list these mandatory criteria in a separate envelope, clearly identified as 'Technical Proposal'

The **technical proposal** must contain the following elements:

1. Describe the company's operational capabilities and provide a list of equipment available to fulfill the terms of the contract.
2. Give three (3) references indicating similar outdoor maintenance services that the bidder has already offered; include the names and telephone numbers of the contact person, as well as the value and duration of the contract (s).
3. The bidder shall designate a Contact Person who will be the essential contact between the NRC and the Contractor. The bidder shall provide all necessary telephone numbers in order to reach the contact person at all times.

The **financial proposal** must contain the following elements:

1. Pricing Matrix - **Appendix "B"**
2. Evidence of Insurance - **Appendix "F"**
3. Employment Equity Declaration Form - **Appendix "D"**

## **7.0 MANDATORY BIDDERS MEETING**

- 7.1 All vendors must attend at least one compulsory Bidders' meeting. An information session and site visit is scheduled for **May 2, 2017 and May 3, 2017 commencing at 9:00 am**. Bidders will meet Sylvain Grenier at the visitors entrance of the National Research Council, 6100 Royalmount Avenue, Montréal, Québec. Bidders who, for any reason, cannot attend at the specified dates and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non compliant. **NO EXCEPTIONS WILL BE MADE**
- 7.2 As proof of attendance, at the site visit, the Project Authority will have an attendance form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be rejected as non-compliant.

## **8.0 COST PROPOSAL**

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

## **9.0 CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs

incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

9.2 The method of selection will be the valid proposal with the lowest financial proposal that has met all the mandatory criteria.

9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

9.4 Your proposal should contain the following statement:

"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".

9.5 Any contract resulting from this invitation will be subject to the General Conditions 2010C (copy attached as **Appendix "C"**) and any other special conditions that may apply.

## 10.0 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY

10.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property.

## 11.0 CONFIDENTIALITY

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

## 12.0 FEDERAL EMPLOYMENT EQUITY CONTRACTS PROGRAM

12.1 Bidders should note that, under the Federal Employment Equity Contracts Program, certain companies bidding for federal government contracts must be duly committed to implementing a program of Employment equity, before their proposal is validated. This program applies only to companies established in Canada.

12.2 By submitting a proposal, bidders must complete and return, with their proposal, the relevant attestation for the "Federal Contractors Program for Employment Equity" included in **Appendix "D"** - Employment Equity Declaration Form. If the certificate is not completed or provided as requested, the contracting authority will notify the bidder and provide a deadline to comply with the requirements. Failure to respond to the request of the contracting authority and to comply with the requirements within the prescribed time limits will result in the bid being declared non-responsive.

12.3 Information on the Federal Contractors Program for Employment Equity can be obtained through the Government Electronic Tendering Service at the following Internet address:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

12.4 Certificate numbers are available from the following office:

Federal Contractors Program for Employment Equity  
Place du Portage Phase II,  
9<sup>th</sup> Floor  
165 Hôtel de Ville, Hull (Québec)  
K1A 0J2

**13.0 CRIMINAL CODE OF CANADA**

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

**ADDITIONAL CONTRACT CLAUSES**

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

**14.0 T4-A SUPPLEMENTARY SLIPS**

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

**15.0 GOVERNMENT SMOKING POLICY**

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

**16.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

- 16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 16.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

**17.0 GENERAL CONDITIONS**

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

**18.0 METHOD OF PAYMENT**

- 18.1 Payment by NRC for the Work shall be made within:
- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
  - (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever is later.

- 18.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

#### **19.0 INTERNATIONAL SANCTIONS**

- 19.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>
- 19.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 19.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

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

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

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

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

**22.0 SECURITY LEVEL**

- 22.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **Reliability Status** as defined in the security policy of Canada.
- 22.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at **Appendix "G"**.

**23.0 ATTACHMENTS**

- Appendix "A" – Scope of Work
- Appendix "B" – Pricing Table
- Appendix "C" – NRC General Conditions
- Appendix "D" – Employment Equity Declaration Form
- Appendix "E" – Standard Instruction and Conditions (Applicable to Bid Solicitation)
- Appendix "F" – Evidence of Insurance
- Appendix "G" – SRCL Form
- Appendix "H" – Site Map



## **APPENDIX A – SPECIFICATIONS – LANDSCAPE MAINTENANCE SERVICES**

### **1.0 GENERAL**

- 1.1 The contractor shall provide landscaping services for the areas identified in these specifications and Drawing 17-0310.

### **2.0 SCOPE OF WORK**

- 2.1 The contract work covers the outside grounds and inner courtyards of the National Research Council of Canada (NRC), located at 6100 Royalmount Avenue, Montreal.
- 2.2 In accordance with the contract terms and conditions, the contractor shall supply all equipment, labour, vehicles, tools, materials, subcontractors, and the following services:
  - 2.2.1 Spring and fall cleanup
  - 2.2.2 Lawn maintenance and cleaning paved areas
  - 2.2.3 Vegetation control
  - 2.2.4 Maintenance of annual and perennial flowers
  - 2.2.5 Maintenance of trees, shrubs, and hedges
  - 2.2.6 Spreading of fertilizers and safeners
  - 2.2.7 As needed, add mulch to mulched areas
- 2.3 Fifteen (15) days after the contract is awarded, the contractor shall provide the responsible authority with a proposed groundskeeping schedule. The responsible authority reserves the right to specify and reprioritize the order of the activities to be performed and the schedules.

### **3.0 SHRUBS**

- 3.1 In spring, prune shrubs of all dead branches. Loosen the soil without damaging plant roots.
- 3.2 Eliminate dead, broken, or damaged wood throughout the season.
- 3.3 Prune shrubs mainly in spring, except for species that bloom later in the year or that must be pruned after flowering.
- 3.4 Remove shrubs that are dead or that maintenance techniques cannot salvage; do so according to a detailed plan and a written proposal pre-approved by the building engineer.

#### **4.0 TREES**

- 4.1 Prune in spring, before budding, except for maples, birches and elms, which must be pruned in fall.
- 4.2 Never prune more than 30% of the tree volume.
- 4.3 Throughout the growing season, catalogue and monitor trees, and compile a detailed report on all maintenance practices.
- 4.4 Removal of a full tree must be pre-approved by the building engineer, who will have reviewed the plan and work definition request.

#### **5.0 ANNUAL AND PERENNIAL FLOWERS**

- 5.1 As noted in Subsection 5.5, the contractor shall supply flowers to properly fill all planting beds shown in Drawing 17-0310-. For further information, see the photographs in Annex F.
- 5.2 In spring, clean up flower beds and rock gardens by removing debris and weeds. Next, loosen the soil and enrich it with topsoil, if necessary.
- 5.3 Mow lawn around planting beds so as to maintain original contours.
- 5.4 Implement a program that provides high quality flower vigour and esthetic appearance.
- 5.5 After a full property inspection, submit a plan of the existing perennial vegetation and a proposal to integrate perennial flowers on the site, as indicated in Section 11.0, "Optional Work."

#### **6.0 LAWNS**

- 6.1 In spring, clear debris that has accumulated over the winter.
- 6.2 Rake lawn to remove all dead vegetation, particularly in places that were ice-covered.

#### **7.0 LAWN MOWING**

- 7.1 Use equipment that works properly and has sharp blades.

- 7.2 Never mow shorter than 50 mm from ground surface. If the lawn is higher than 80 mm, adjust the mower to cut no more than one third of the height in a single mowing.
- 7.3 It is not necessary to pick up grass clippings on a regular basis. However, pick up windrows and accumulations of clippings.
- 7.4 Use the proper tools to cut grass along buildings, fences, and parking lots. Carefully handle equipment around trees and shrubs to avoid damaging their bark.
- 7.5 Cut grass around planting beds regularly and maintain the original contours.

## **8.0 PAVED AREAS**

- 8.1 In spring, clean sidewalks and areas with paving stones (including inner courts) by directing wintertime sand, gravel and salt away from grass, flower beds, and sewers.
- 8.2 In spring, use a mechanical sweeper on paved access roads, parking areas, and curbs.
- 8.3 Carry out all work on these surfaces outside regular work hours according to a schedule that has been pre-approved by the building engineer.

## **9.0 WATERING**

- 9.1 Water the vegetation, including trees, in the inner courtyards and surrounding the building to prevent dieback from dehydration.
- 9.2 The contractor shall supply all watering hoses and equipment.
- 9.3 Before watering, the contractor shall inform and obtain the approval of the responsible engineer.
- 9.4 Adjust watering to minimize leaf wetness time, and therefore plant disease susceptibility, and to avoid flooding watered areas.

## **10.0 FERTILIZATION**

- 10.1 The contractor is responsible for maintaining lawns, trees, shrubs, and floral arrangements by using the fertilizers and herbicides needed to ensure a beautiful appearance, good growth, and health. Therefore, the contractor shall provide all necessary products.
- 10.2 The contractor shall comply with all laws, procedures, and regulations in force.
- 10.3 It is prohibited to apply fertilizer within a 25 m radius of building air vents, as indicated in Drawing 17-0310-.

## **11.0 OPTIONAL WORK**

### **11.1 Sod laying**

- 11.1.1 Before spreading pre-sodding topsoil, amend soil, thoroughly prepare its surface, and remove all debris.
- 11.1.2 Spread topsoil on moist, unfrozen ground. We define topsoil as a clayey-sand or sandy-clay soil mixture with 4% to 20% organic matter content and a pH between 6 and 7. This soil must be free of roots, stones, and clods exceeding 50 mm in diameter.
- 11.1.3 Spread soil evenly on all surfaces to be sodded and at a post-compaction minimum thickness of 10 cm.
- 11.1.4 Manually spread topsoil around existing trees and shrubs to avoid damaging them.
- 11.1.5 Before laying sod, apply 100% natural sod fertilizer.
- 11.1.6 Spread fertilizer on surfaces by following the manufacturer's recommendations.
- 11.1.7 Before laying sod, lightly water any dry soil surface.
- 11.1.8 For roots to adhere to the soil, roll the grass with a 30 cm wide roller weighing 30 kg to 50 kg.
- 11.1.9 As soon as the sod is laid, use a fine spray to dampen the soil down to 100 mm.
- 11.1.10 Typically, sod can be mowed after being laid. However, do not shorten it by more than one third at a time or by more than 40 mm to 50 mm.
- 11.1.11 Avoid treading on the grass for the first month after sodding.

## **11.2 Grass seeding**

- 11.2.1 Use certified seed and avoid storing it from year to year so as to ensure a germination capacity of at least 75%.
- 11.2.2 Preparation is similar to sod laying.
- 11.2.3 Spread half the seed in one direction and the other half perpendicular to the first.
- 11.2.4 Rake the spread seed into the soil to a maximum depth of 10 mm.
- 11.2.5 Roll immediately with a light 30 cm wide roll weighing 30 kg to 50 kg.
- 11.2.6 Dampen seeded areas down to 50 mm using a fine spray to prevent the water from carrying the seed away.
- 11.2.7 Keep the soil moist throughout the germination period.
- 11.2.8 Do not mow the grassed area until it has reached a minimum height of 50 mm.

## **11.3 Mulch maintenance**

- 11.3.1 The grounds include mulched areas. Weed these areas when needed and add mulch annually as it decomposes.
- 11.3.2 For information only, we estimate that maintaining the current design will require at least 20 yd<sup>3</sup> of mulch annually. Real requirements may be higher and will depend on numerous factors, such as mulch quality and weather conditions. The contractor shall provide a price for optional mulching (Annex B).

## **12.0 VEHICLES AND EQUIPMENT**

- 12.1 Keep all vehicles and equipment clean and in compliance with the security requirements of NRC MTL-R.
- 12.2 Clearly identify all contractor-owned vehicles.
- 12.3 Upon request, present all vehicles, equipment, and tools to the responsible inspection authority. Equipment deemed inadequate may void the contract.
- 12.4 The contractor shall ensure that the equipment it uses works properly for the requested work. The MTL NRC-R building engineer or building engineer representative reserves the right to deem equipment unsafe or inadequate and to require its immediate removal from the work site. The contractor shall then be responsible for supplying replacement equipment

deemed acceptable by the building engineer or building engineer representative.

- 12.5 The contractor shall be fully responsible for repairs.
- 12.6 The contractor shall provide for and pay the cost of transportation of its staff and equipment into and out of the Institute's work site.
- 12.7 During contract performance, any material damage the contractor causes to the Institute's facilities, including grounds, equipment, buildings, and vehicles, shall be repaired at the contractor's expense within a maximum of ten (10) days following the identified damage.

### **13.0 WORKING HOURS; HEALTH AND SAFETY**

- 13.1 Normal working hours are 7 a.m. to 4 p.m., Monday to Friday, excluding statutory holidays.
- 13.2 The contractor shall obtain the responsible authority's authorization to perform work outside normal working hours (i.e. evenings, weekends, and statutory holidays).
- 13.3 The contractor shall comply with, but not be limited to, the environmental standards and health and safety standards in force on federal lands.
- 13.4 Any accident or injury occurring on the work site must be documented and communicated to the building engineer or building engineer representative.
- 13.5 The contractor shall be responsible for its employees' health and safety in accordance with the applicable federal, provincial and municipal laws.

### **14.0 CONTRACTUAL REQUIREMENTS**

- 14.1 Before commencement of the work, the contractor shall inspect the site in the presence of the contractor representative and the NRC MTL-R engineer or engineer representative and draw up a list of any damage and/or anomalies. This inspection shall be completed within one week after the contract is awarded.
- 14.2 If the contractor causes damage while performing the work, it shall have the repair method pre-approved by NRC MTL-R and shall supply the required repairs to the satisfaction of NRC MTL-R, before any invoice for the contract is submitted for payment.
- 14.3 If the engineer or engineer representative notifies the contractor that it has defaulted on the contract, the contractor shall, within 4 hours of receiving such notice, cure said default to the satisfaction of NRC MTL-R. If the

contractor does not make provisions to cure said default within the timeframe stipulated in the notice, or if it is negligent, NRC MTL-R may without further notice make the required provisions to cure said default, and NRC MTL-R may deduct from this contract all fees and disbursements caused by said default.

- 14.4 Before and after their shifts, landscape maintenance staff must sign the staff ledger at the main desk by recording their start and end times to prove that the contractor was on site. If the contractor's staff fails to sign the ledger, the engineer or engineer representative will not accept any invoice for these services.
- 14.5 If the Crown or its authorized representative is dissatisfied with the quality of the services delivered, it reserves the right, without any further obligation, to cancel the contract through a 24-hour written notice.

## **15.0 EVALUATION GRID**

- 15.1 The contractor shall meet all the requirements of these specifications and complete the table in Annex B.
- 15.2 Prices submitted in the table in Annex B cover the work described in this bid for a first year and each of the six optional years.
- 15.3 The grand total of all prices submitted for all seven years (first year and six optional years) will be used to determine the bid value.
- 15.4 Prices submitted for sodding per unit area (500 ft<sup>2</sup>) and for mulching will be considered in the bid evaluation.
- 15.5 The prices for sod laying, seeding, and mulching services shall be invoiced based on the real quantities used.

**ANNEXE B – PRICING TABLE**

	Maintenance	Laying Sod (500 ft <sup>2</sup> )	Spreading of seed (500 ft <sup>2</sup> )	Adding mulch (20 cubic yards) <sup>2</sup>	Total
YEAR ONE (1 June 2017 – 15 November 2017)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 1 (15 April 2018 – 15 November 2018)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 2 (15 April 2019 – 15 November 2019)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 3 (15 April 2020 – 15 November 2020)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 4 (15 April 2021 – 15 November 2021)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 5 (15 April 2022 – 15 November 2022)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
OPTION YEAR # 6 (15 April 2023 – 15 November 2023)	\$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	\$/ft <sup>2</sup> \$	
<b>TOTAL<sup>1</sup></b>	\$				

<sup>1</sup> The evaluation of the submission will be based on the total amount for six years, including optional work (sodding, mulch)

<sup>2</sup> The price for the addition of mulch should include labour for spreading and all other associated costs.

Company Name \_\_\_\_\_

Signature of company's Representative \_\_\_\_\_

Name in block letters \_\_\_\_\_

Date : \_\_\_\_\_





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

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



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

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and



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

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

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

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

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

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

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - (a) is beyond the reasonable control of the Contractor;
  - (b) could not reasonably have been foreseen;
  - (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
  - (d) occurred without the fault or neglect of the Contractor,

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.



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

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

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

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

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN) or GST/HST #;
  - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;
  - (d) the extension of the totals, if applicable; and
  - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

1. Municipal Taxes  
Municipal Taxes do not apply.
2. Provincial Taxes
  - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
    - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:



Prince Edward Island OP-10000-250  
Manitoba 390-516-0

- (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

### 3. Changes to Taxes and Duties

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

### 4. GST or HST

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

### 5. Tax Withholding of 15 Percent

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

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

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



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

1. For the purpose of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and



- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

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

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

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

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

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





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

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

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

## Request for Proposal (RFP) Declaration Form- Page 1

**Solicitation Number:**

**Project Title:**

National Research Council Canada (NRC)

**Name of Proponent:**

**Street Address:**

**Mailing Address (if different than street address)**

**City:**

**City:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Telephone Number:** ( )

**Fax Number:** ( )

**Preferred Language of Correspondence:**  English  French

**Type of Organization**

**Size of Organization**

Sole Proprietorship

Incorporated Joint Venture

**Number of Employees** \_\_\_\_\_

Partnership

Limited Partnership Joint Venture

**Graduate Architects/  
Prof. Engineers:** \_\_\_\_\_

Corporation

Partnership Joint Venture

**Other Professionals** \_\_\_\_\_

Contractual Joint Venture

**Technical Support** \_\_\_\_\_

**Other** \_\_\_\_\_

**Employment Equity**

The Federal Contractors Program for Employment Equity requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All proponents must check the applicable box(es) below. Failure to do so may render the bid non-responsive.

**Program Requirements do not apply for the following reason(s)**

**or, program requirements do apply:**

Bid is less than \$1,000,000.00

Copy of signed Certificate of Commitment is enclosed; or

This organization has fewer than 100 permanent part-time and/or full time employees across Canada

Certificate number is: \_\_\_\_\_

This organization is a federally regulated employer

- Note:**
1. The Federal Contractors Program for Employment Equity applies to Canadian-based proponents only.
  2. The Certificate of Commitment, criteria and other information about the Federal Contractors Program for Employment Equity, are available on the MERX Government Electronic Tendering Service.

## Request for Proposal (RFP) Declaration Form - Page 2

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**Name of Proponent:**

**Solicitation Number:**

**Project Title:**

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**This Request for Proposal (RFP) Declaration Form must form part of any proposal. Failure to include such representation and warranty with the proposal by executing the signature block below will render the proposal as non-responsive. The completed form should be included with your Proposal.**

**DECLARATION:** I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

**Name (print):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Telephone Number: ( )** \_\_\_\_\_

**Date:** \_\_\_\_\_

NRC contact will be with the above named person.

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

**1. Submission of Bids**

1.1 It is the Bidder's responsibility to:

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

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

- 1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.
- 1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.
- 1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- 1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- 1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids, then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

**2. Late Bids**

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

**3. Delayed Bids**

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign

country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

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

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

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

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

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

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

#### 4. Postage Meters

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

#### 5. Customs Clearance

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

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

National Research Council Canada  
**Insurance Conditions**

1 of 1

**NRC0204D**

INSURER'S CERTIFICATE OF INSURANCE  
 (TO BE COMPLETED BY INSURER (NOT BROKER) AND DELIVERED TO NATIONAL RESEARCH COUNCIL CANADA WITHIN 30 DAYS  
 FOLLOWING ACCEPTANCE OF TENDER)

**CONTRACT**

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

**INSURER**

NAME
ADDRESS

**BROKER**

NAME
ADDRESS

**INSURED**

NAME OF CONTRACTOR
ADDRESS

**ADDITIONAL INSURED**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA
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THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURED IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E".

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "ALL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THIS CONTRACT

NAME OF INSURERS OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>CNRC</b>	2. Branch or Directorate / Direction générale ou Direction <b>MONTREAL - ROYALMOUNT</b>
--	--

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
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4. Brief Description of Work / Brève description du travail  
**Service d'entretien paysager**

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  
 No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  
 No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  
 No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  
 No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  
 No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

7. c) Level of Information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL					A	B	C	CONFIDENTIEL
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <b>GRENIER SYLVAIN</b>		Title - Titre <b>Superviseur de site</b>	Signature 
Telephone No. - N° de téléphone <b>514 496 6201</b>	Facsimile No. - N° de télécopieur <b>514 496 1928</b>	E-mail address - Adresse courriel <b>syvain.grenier@cnrc.gc.ca</b>	Date <b>2017-04-06</b>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom / en lettres moulées <b>Richard Bramucci</b>		Title - Titre <b>Analyst, Security in Contracting / Analyste, sécurité dans les marchés</b>	Signature 
Telephone No. - N° de téléphone <b>613 991-1093</b>	Facsimile No. - N° de télécopieur <b>613-990-0946</b>	E-mail address - Adresse courriel <b>BRAMUCCI, R @ CNRC.CA</b>	Date <b>APR 10 2017</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date