



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Submit Tenders to: Environment and Climate Change Canada (BIDS) Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p> <p>Soumettez les offres à la : Environnement et Changement Climatique Canada (Soumission) Salle du courrier 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Year-Round Landscaping Services at the Canadian Centre for Inland Waters</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000032331</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-10-31</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2017-12-11</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Standard Time</p>
	<p>F.O.B – F.A.B See herein</p>	
	<p>Address Enquiries to - Adresser toutes questions à David LaBerge</p>	
	<p>Telephone No. – N° de téléphone 819-938-9131</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein</p>	
	<p>Destination - of Services / Destination des services See herein</p>	
	<p>Security / Sécurité See herein</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	



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Landscaping at the Canada Centre for Inland Waters

PART 1 – GENERAL INFORMATION

1. Security Requirement

- 1.1 There is a security requirement associated with this requirement.
- 1.2 At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract.
- 1.2.1. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Statement of Work

The Contractor must perform the Work as follows: Provide Landscaping services at the Canada Centre for Inland Waters (CCIW) through a multi-year contract. See Annex A

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.



The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (4)

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

2. Submission of Bids

- 2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.



3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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



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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

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



Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. **Applicable Laws**

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

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

6. **Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is \$ 892,000.00 (Applicable Taxes extra)). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

7. **Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at at CCIW; 867 Lakeshore Road, Burlington on November 14, 2017. The site visit will begin at 9:00 am at the Commissionaire's desk, front lobby.

Bidders should communicate with the Contracting Authority no later than November 9, 2017, 3:00pm to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. 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 site.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Copies of Bid: Canada requests that bidders provide their bid as an email attachment;

Section I: Technical Bid (one (1) hard copy and one (1) soft (electronic; .pdf) copy (on compact disc (CD) or USB))



Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

- 1. Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in a separate sealed envelope.
- 1.3 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded
- 1.4 **Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for phases of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the



- Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
 - (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
 - (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
 - (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
 - (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of



assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

In the table below, Bidders must indicate whether they meet each mandatory requirements (criteria) and the page/section reference where the criterion is demonstrated in their bid.

MANDATORY REQUIREMENTS		Met/Not Met (Y/N)	Page #
<u>M1</u>	<p><u>Corporate Experience*</u></p> <p>The Bidder must demonstrate a minimum of five (5) years' experience within the last seven (7) years providing landscaping and snow removal services for a similar property, where similar is defined as a commercial/industrial property of a minimum of 30 hectares in size.</p> <p>To demonstrate this criterion, Bidders must provide the following information with their bid:</p> <ul style="list-style-type: none"> • Clients; • Duration of each project; • Scope of each project; • Approximate budget of each project 		
<u>M2</u>	<p><u>Performance References</u></p> <p>The Bidder must provide evidence of its experience and past performance as a contractor by providing references from one (1) site location for Landscape Maintenance and one (1) site location for Snow Removal services. The referenced projects/contracts must each be for minimum duration of three (3) consecutive years, for work satisfactorily completed within the last seven (7) years for each reference.</p> <p>The reference information provided by the Bidder may be verified for completeness and accuracy and to confirm reference satisfaction with the services provided.</p> <p>The bidder may reference the same site location for Landscape Maintenance and Snow Removal services provided the site location includes both services for each reference.</p> <p>Failure by the bidder to provide required references, or in the event that the references cannot be verified or the</p>		



	services found to be unsatisfactory, will result in the bid being declared non-compliant and no further consideration will be given to the bid.		
M3	<p><u>Site Supervisor – Curriculum Vitae</u></p> <p>The Bidder must have one full time supervisor.</p> <ul style="list-style-type: none"> • Must demonstrate a minimum of 2 years' experience in the past five years in industrial property maintenance. • Must be fully conversant in English 		

***Experience of the Bidder**

The experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations) will be considered. The experience of a subcontractor that the Bidder proposes to use to deliver any part of the work that will be the subject of any Contract that might result from the RFP will be considered, provided that the work of the proposed subcontractor will be the same work carried out by that subcontractor in any Reference Project Submitted for evaluation.

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

2. Basis of Selection

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



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's



representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT

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

1. Security Requirement

1.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety



Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 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."

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2020 inclusive.

4.2 Option to Extend Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Legere
Regional Manager, Atlantic
Procurement & Contracting Services
Environment and Climate Change Canada
17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6
Tel: 902-426-9940
Fax: 902-426-2690
E-mail: jennifer.legere@canada.ca



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

5.2 Technical Authority

The Technical Authority for the Contract is: *To be inserted at Contract Award*

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.

5.3 Contractor's Representative *(To be completed by Bidder)*

Name:

Company Operating Name:

Company Legal Name:

Address:

Telephone:

Facsimile:

E-mail:

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with General Conditions 2035 16 (2014-09-25) 'Payment Period' and the following tables. Applicable taxes extra.

- (a) Landscaping shall be paid in accordance with the Basis of Payment as per Annex B, upon submission of invoice at the end of each calendar month as per SACC clause 2035 16 (standard payment period is 30 days).



- (b) Snowfall up to 254 cm shall be paid in accordance with the basis of Payment as per Annex B, upon submission of the invoice at the end of each calendar month as per SACC clause 2035 16 (standard payment period is 30 days).

7.2 Limitation of Expenditure

- (a) The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ _____ customs duties are excluded and Applicable Taxes are extra) of which \$ (to be determined) (Applicable Taxes extra).
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

8. Invoicing Instructions

- (a) The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
 - (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- (ii) all such documents have been verified by Canada;
 - (iii) the Work delivered has been accepted by Canada.
- (c) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.
- (d) Any costs incurred for Special Operations”, “Snowfall in excess of 254 cm”, “Snowfall outside of Snow Season and for “Extra Work” must 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.

9. Certifications

9.1 Compliance

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify 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.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) Annex D, Insurance Requirements
- (g) the Contractor's bid dated _____, (*To be inserted by Bidder*)

12. Insurance Requirements – Specific requirement

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



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

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



ANNEX "A"

STATEMENT OF WORK

Title: Landscaping at the Canada Centre for Inland Waters

1. **Objective:** The Contractor will provide landscaping, property maintenance and grounds keeping in accordance with the Statement of Work detailed herein.
2. **Background:** The Canada Centre for Inland Waters (CCIW) is an owned property of Environment Canada (EC) and houses various organizations of EC and tenants such as Fisheries and Oceans, Canadian Coast Guard and private sector companies and organizations who collaborate on an ongoing basis with EC scientists.

The complex was built on reclaimed land resulting in sandy soil conditions which can create unique growing and irrigating conditions. Presently there are large grassed areas with approximately 400 trees on the property. The ECCC objective in the future is to make sound decisions based on existing site conditions, and while managing costs, implement a more naturalized concept for the grounds.

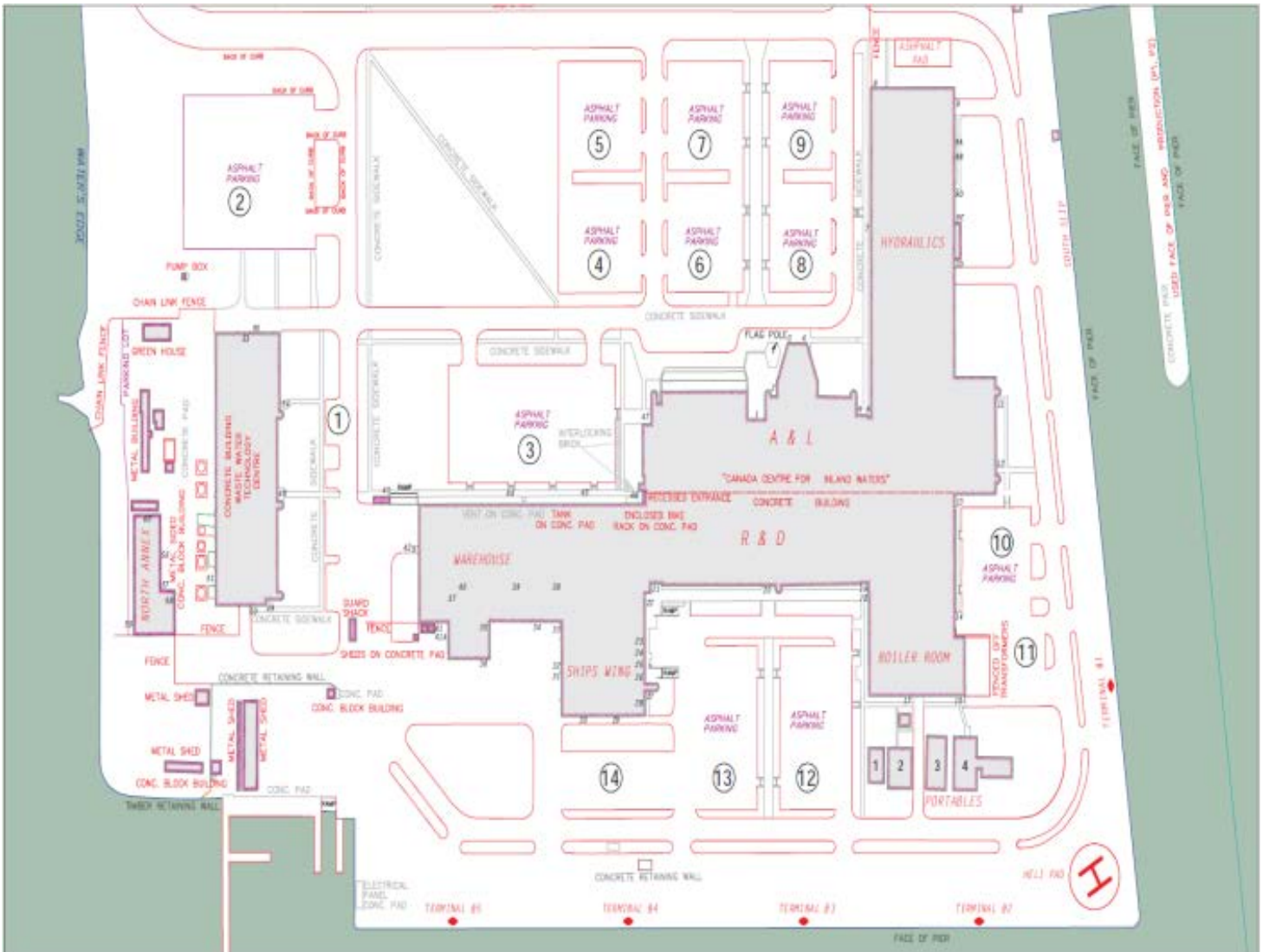
There are approximately 600 people working at the facility. Access to the facility is required on a 24 hour basis for emergencies and critical experiments. With the large volumes of traffic on a daily basis, snow clearance and property maintenance becomes important in maintaining easy access to the facility. ECCC must maintain the appearance and assets of the facility through a cost effective program of maintenance and repair, while maintaining access on a 24 hour basis.

All services must be performed to the satisfaction of the Manager, Properties, Accommodations & Security, Canada Centre for Inland Waters, who, for the purpose of this contract will be the Site Authority, (S.A.). At the discretion of the S.A., a delegated Officer may oversee the daily operations of this contract.

3. **Site of Work**

Environment Canada
Canada Centre for Inland Waters
867 Lakeshore Road
Burlington, Ontario
L7R 4A6

The areas that the Contractor will be responsible for under this contract include the main grounds of the Canada Centre for Inland Waters.



4. Facility Security

a) Personnel Security

The Contractor's key employees assigned on a regular basis to CCIW must have enhanced reliability security clearance levels. The Contractor's key employees will not have access to protected areas within the CCIW complex.

b) Building Security

All Contractor's employees are to sign in and out at the main security desk when performing any service during normal working hours (normal working hours defined as 7:00 – 17:00). The



Contractor must inform the Site Authority of the names of employees who are required to work after normal hours or on holidays or weekends and a Temporary Pass will be obtained for them. Should employees be required to perform any service on a call-back outside normal working hours, they must sign in and out as they would do during normal working hours.

5. Safety and Accidents

Neither the Contractor nor any of its employees are considered as being employees of the Crown and will not fall within the provisions of the Government Employees Compensation Act and are not eligible for any benefits provided by this Act in case of accident during the performance of any service under this contract. Such benefits as may be payable are a subject between the Contractor and its staff. All incidence of accidents, breakage, fire or damage whatsoever are to be reported to the Site Authority immediately after they occur. The Contractor is responsible to transport any of its staff to a hospital, if required, as a result of an on-site accident.

The Contractor acknowledges and understands that, although the contractual work is conducted on the Crown property, the work of the private contractor, their employees and any sub-contractors are subject to the Legislation, Regulations, Policies, Standards and Practices as established by the Province of Ontario with respect to Occupational Safety and Health. Notwithstanding this general provision the Contractor must also comply with all applicable Occupational Safety and Health provisions as stipulated under APPENDIX "B" of the Provision of Property Maintenance Services.

6. Description of Work

6.1 Landscaping, Maintenance and Grounds Keeping

1. Labour, Tools and Equipment

The Contractor shall provide the necessary labour, tools and equipment to complete the following essential services:

- To cut all grassed areas at CCIW property
- To prune trees, hedges and bushes.
- To open, maintain and winterize the irrigation system.
- To provide for deep watering of trees and all grassed areas as required.
- To maintain a healthy, weed and insect free lawn throughout the facility.
- To tend to all flower beds throughout the facility.
- to provide vehicles and lifting equipment to move grounds keeping equipment, materials, picnic tables and debris around the property or to off-site destinations.
- To ensure that all work is completed in a timely and efficient manner.

All tools and equipment must be safe to use and be in good operating condition.



2. Lawns, Bushes and Flower Beds

The Contractor must maintain the lawns, bushes and flower beds to provide a well-kept appearance by performing the following:

The use of gas powered blowers is not permitted.

- Grass to be cut to a uniform acceptable length subject to the requirements of the site authority.
- Grass cuttings must be left on the lawns, but must be cleared from walkways and paved areas. Excess cuttings must be spread evenly throughout grassed areas.
- No cutting must be done when Environment Canada has issued a smog or heat advisory for the area.
- All lawns shall be raked in early spring.
- All lawns must be aerated at least once a year in the spring, followed by topdressing and over seeding.
- Topdressing must consist of finished compost, topsoil and/or composted manure.
- Grass areas around trees, shrubs, hydrants, signs and concrete walls shall be trimmed the same length as the surrounding lawns.
- Edging must be performed to leave a clean square edge at all curbs and sidewalks.
- During the growing season, as required for healthy growth, all lawns, bushes, flowerbeds and trees must be watered on a weekly schedule.
- As much as possible, watering must be done using Hamilton Harbour water. At the beginning of this contract, operation of the irrigation system will become the responsibility of the Contractor. All hoses and sprinklers must be supplied by the Contractor and maintained at his expense. Areas which cannot be watered using Hamilton Harbour water must be reviewed with the S.A. to determine a suitable water supply.
- The Contractor must take proper measures and precautions to prevent lawn infestation by insects, crab grass, dandelions or other weeds in an environmentally safe manner. Control methods must be discussed with the S.A. and permission must be obtained 1 week before proceeding.
- The Contractor must adhere to all environmental standards at the Site.
- All lawns must be fertilized with a non-chemical fertilizer at least once per year. Consult with the S.A. one week prior to application to ensure that it doesn't interfere with the use of the grounds.
- Lawns, bushes and flowerbeds are to be pruned or hedged on a regular schedule so as to maintain a well-kept appearance.
- Plants and flowers (annual and perennial) for the planters in the front of the building and for the flowerbeds within the complex must be recommended for the Site Authority's approval in early spring and pruned and/or removed (where necessary) in the fall and cost included in this contract.



- There will be a **10% increase of perennial plants** each year of the contract.
- The soil around the bushes and in flowerbeds must be turned on a regular schedule and kept free of weeds.
- Each spring a cedar mulch and topsoil mixture must be purchased and spread around all planters to maintain a nice appearance.

3. Trees

- At the beginning of this contract, and annually thereafter, the Contractor must update the inventory list of all trees on the CCIW property. These trees must be cared for by the Contractor and concerns regarding the condition of any of the trees must be reported to the S.A.
- The Contractor must submit a plan of recommended pruning requirements annually to the S.A. for approval prior to performing the work.
- Fertilizing of specific trees must be done as and when requested by the S.A. using appropriate fertilizing materials suggested by the Contractor.
- Lower branches must be cut and removed from the Site when they interfere with persons working, walking or enjoying the grounds.
- All trees must be watered on a weekly schedule during the growing season, using a combination of deep root watering and surface soaking methods.
- Mulched areas around trees must be maintained weed free and replenished with mulch and wood chips as required.
- Each spring a bark mulch and topsoil mixture must be purchased and spread around all trees to maintain a good looking appearance.

4. Grounds Keeping

- Two (2) storage areas for equipment and materials have been designated; it will be the responsibility of the Contractor to keep these areas clean and neat.
- The Contractor shall ensure that weeds are removed from cracks in the paved surfaces, walkways and stoned areas by using non chemical means.
- All excess grass cuttings, paper, stones, weeds, cuttings and clippings, and other foreign materials are to be removed from lawns, hedges, roadways, parking areas, dockside, flower beds, under tree clumps or any other areas within the confines of CCIW. **All such debris is to be removed from Site.**
- The grounds are to be kept in a clean, manicured and healthy state during the growing season.
- The Contractor must keep the walkways swept and clean from goose droppings on an as required schedule. The boat launch and finger docks to be cleared daily as required.
- Particular attention is to be given to ensure all leaves are raked up and no dust, dirt and other debris accumulates in curbs, walkways, doorways, and other paved areas.



- The Contractor must, when requested by the S.A., place road barricades and relocate picnic tables around the property.
5. Landscaping – Grounds Goods/Materials.
- Contractor must have capacity for landscaping projects (i.e. design, excavation, plant selection, etc.) to be costed separately as and when required by the SA.
 - Grounds goods and materials are to be environmentally friendly and to be costed separately as and when required by the S.A.

6.2 Property Maintenance

1. Labour, Tools and Equipment

The Contractor must have the necessary labour, tools and equipment to complete the following essential services:

- To power wash boat ramp and finger dock areas
- To sweep door entrances
- To setup, take down, repair and move picnic tables
- Maintain lawn and flower beds

All tools and equipment must be safe to use and be in good operating condition.

2) Property Maintenance

- All storm sewer grates shall be cleaned between April 15th and May 15th, each year of the contract to ensure they are all free of debris.
- The dock ramp must be power washed on a regular basis or as required by S.A. to avoid slippage.
- All door entrances must be swept on a daily basis. The Contractor must dispose of any dead birds or other small dead animals on the site.
- In the early spring, setup approximately 20 picnic tables throughout the CCIW Complex and stack picnic tables in the late fall outside of Boiler room
- In the fall, inspect the picnic tables and provide a written assessment to S.A of damaged tables. Repair damaged picnic tables.
- Move picnic tables to designated areas throughout summer months for special occasions as specified by the S.A.
- The Contractor shall adhere to the Recycling Programs on site supplied by the S.A.

3) Parking lot minor repairs, painting, signage and speed bump installation (to be priced separately in the event the requirement arises and as determined by SA).



- The contractor will provide line painting and minor repairs in the parking lots throughout the CCIW complex when required.
- The contractor will provide and install speed bumps on the roadways of the CCIW property as and when required.
- The contractor will provide other grounds painting initiatives as and when required.

6.3 Snow Clearance

1. Labour, Tools and Equipment

The Contractor must have the necessary labour, tools and equipment to complete the following essential services in a timely and effective manner:

- To clear all paved areas and walkways of snow and sleet within the time frames indicated in these specifications, or as requested by the S.A.
- To apply treated sand/salt pickled mixture, and de-icing material to roadways, parking lots and walkways within the time frames indicated in these specifications or as requested by S.A. This must be discussed and approved by the S.A. for an environmentally friendly product as an alternative to salt on the walkway areas.
- Vehicles and equipment to remove excess snow from the site.

All tools and equipment must be safe to use and be in good operating condition.

2. Snow Clearance

Main Snow Routes

For Prime snow clearing and sanding area refer to Diagram "C" which will be distributed at the site visit.

The following areas must be kept clear at all times to provide a fire/emergency vehicle route to all major areas of the complex.

- Main Boulevard
- Main Road
- West Dock Road
- Centre Road
- Research & Development Road
- Hydraulics Road
- Power Plant Road
- West Road
- East Road
- Road behind Wastewater Technology Centre
- Immediately following clearance of the prime areas, all parking lots, launch basin areas, open areas around the Boat shop, Wastewater Technology Centre, man and overhead doors, pedestrian cross



walks, walkways to portables and chemical and gas storage areas must be cleared and sanded/salted as required.

- Access to ships' terminals, fire hydrants and emergency vehicles must also be cleared.
- Commercial vehicle parking zone and areas around the ships' gangways are to be cleared.
- The final phase will be the clearing in areas in front of the Main Entrance, man and overhead doors, areas behind government vehicles, and all other entrances leading into the buildings and portables which cannot be accessed by snow ploughs or front-end loaders. These areas shall be cleared using snow blowers or be shoveled by and de-iced as required.

3. Storm Response

- During heavy snow or sleet storms, clearance operations must commence immediately so as to prevent accumulations from reaching a depth of two inches at any one time.
- When a storm warning is issued by the weather office, the Contractor must be prepared to be on site at the onset of the storm. This is a mandatory requirement for this contract.
- The Contractor must be especially aware of sleet or freezing rain warnings issued during normal hours and ensure all roadways are sanded at the outset of the storm.
- The requirement to commence snow or sleet clearance operations may be waived by the S.A. when, in his/her opinion, it is hazardous or dangerous to operate clearing equipment. However, the Contractor is obliged to commence immediately when the weather moderates and such conditions no longer exist.

4. Additional Requirements

- Snow plough activities will commence early enough to permit the clearance of the roadways and parking areas prior to the start of the workday commencing at 07:00 hours.
- Snow ploughs and front-end loaders will not come closer than six feet from any parked vehicle or boat. These areas must be cleared with snow blowers or by other means.
- Should the Contractor suspect that they have caused damage to buildings or other equipment, such damage or suspected damage must be reported to the S.A. immediately.
- Care must be exercised to ensure treated sand and salt is not spread into any waterways, or on grass or plant material.
- Walkways are to be cleared and de-icing materials are to be spread by hand as often as the S.A. deems necessary for the safe passage of pedestrians from one paved area to another for entry into the building.
- The Contractor shall mark all sewer grates, fire hydrants and sewage lift stations and keep these areas free from snow accumulations. The Contractor must install "T" bars to mark and remove snow from these areas.



- The Contractor must remove snow banks from any roadway intersection when snow reaches a depth of twenty-four inches in order to offer an unobstructed view of all oncoming traffic, both vehicular and pedestrian.
- The Contractor shall remove excess snow from site when required by the S.A. but in no instance must excess snow be dumped in the Hamilton Harbour or any water surrounding the site.
- During thaw conditions, the Contractor must make every effort to remove as much snow and sand as possible from all paved areas and clear walk ways of ice. The Contractor must re-sand and de-ice these areas when advised on the onset of cold weather which will cause these areas to re-freeze.
- Sand, salt and other de-icing materials are to be supplied by the Contractor. Environmentally friendly products are required to be used throughout this contract.
- Snow is not to be pushed onto the grassed area in front of the commercial parking zone or the rear of parking lot #3.
- Snow is not to be pushed into any water lots, the Hamilton Harbour or the ship canal.
- Snow is not to be dumped on flowerbeds, bushes or trees so as to cause damage to the plantings. All curbs, steps, sidewalks and paved areas damaged from snow clearance activities, must be repaired annually in late spring by the Contractor at his expense.

5. Emergency Call-Back

- The Contractor must ensure that the Site Supervisor or designate will respond to an emergency call-back at all times. Response must be within thirty minutes of the emergency call and the Contractor must be on site, if required, within thirty minutes from contact.
- The Contractor must use a pager/ cell phone or other suitable system to provide for quick response to calls from the S.A.

7. Materials and Equipment

1. All machinery and equipment must be maintained at the highest standard of appearance and efficiency. Equipment that is not maintained in a serviceable or presentable appearance must be removed from the property.
2. The Contractor must mark his equipment with the company name for easy identification.
3. The S.A. will not give any assistance in the procurement of materials or products required for the performance of this contract.
4. The Contractor must supply the S.A. with a list of the names of all chemicals which are brought onto the site.
5. The Contractor must use products and methods which are of an 'environmentally friendly' nature.



8. Responsibility for Damage - Buildings and Contents

1. It is the responsibility of the Contractor to ensure all products are compatible with the surface on which they are applied.
2. Any damage resulting from the misuse of such agents, materials or equipment will be assessed against the Contractor.
3. The Contractor must provide and maintain adequate and suitable means to save the grounds and building from damage and defacement during the progress of the work by providing protection where necessary or as directed by the S.A.
4. It is the Contractor's responsibility, at time of contract award, to examine the grounds which are to be maintained in order to ascertain their condition and bring to the Site Authority's attention, in writing, any defects within 30 days of contract award.
5. Flammable materials and containers in which they are carried or stored are to be used only when essential, and as approved by S.A. All flammable materials are to be stored in approved flammable liquid containers and kept in vendible chambers with MSDS sheets available.

9. Supervision and Liaison

1. The Contractor must provide with the Proposal, the name and curriculum vitae of the Contractor's Site Supervisor, or such person who will represent the Contractor while any work or service is performed. This designated person must provide site supervision for the duration of the contract.
2. The Site Supervisor must be required, at the expense of the Contractor, to be in possession of a pager/cell phone so that the Site Authority can have access to him/her at all times.
3. The Site Supervisor must report to the Site Authority on a weekly basis, to discuss work status, resolve any problems that may arise, and obtain special instruction, if applicable.
4. If requested by the Site Authority, the Contractor must remove any site supervisor who, in the opinion of the S.A, is incompetent or has been conducting themselves improperly. The Contractor must forthwith designate another site supervisor acceptable to the S.A.
5. If requested by the Site Authority, the Contractor must remove any person employed by the Contractor for purposes of this contract who, in the opinion of the S.A., is incompetent or has conducted themselves improperly. The Contractor must not permit this person to return to the work site.
6. The Contractor must use "Bonded" personnel only. Bonding certificates are required for personnel upon contract award.



10. Operation Schedules

The Contractor must provide with the Bid, schedules for all work which the Contractor is bidding under this contract. These work schedules are to indicate the number of personnel, their duties and the scheduling of services intended for the completion of the requirements of the contract.

11. Inspection and Reporting

Unsatisfactory conditions will be reported to the Contractor's Site Supervisor and these conditions will be given immediate attention to be rectified. The Contractor's Site Supervisor must report actions taken to rectify the unsatisfactory conditions within 24 hours. Results of work done, which in the opinion of the S.A., is not acceptable, will be considered not done and these operations must be redone in part or in whole, until the S.A. is fully satisfied.

12. Penalty

Should the Contractor fail to perform any of the work specified, and after receiving written notice, fails to rectify such deficiencies forthwith, the Site Authority can, without any other authorization, deduct from any monthly payments reserved for the Contractor under this contract, an amount equal to ten percent (10%) of such monthly payments. The Contractor hereby releases Her Majesty and the Site Authority from all claims for reimbursement based upon such deductions.

13. Public Signs

The Contractor shall not erect, or permit the erection of any sign or advertising to promote his services on the site.



**Appendix 1 to Annex A – Sample Work Plan
WORK SCHEDULE**

SPRING

Time of Year	Frequency	Task
Spring (April, May)	Daily	Sweep around all entrances and doorways
	Weekly	Rake throughout complex
	Weekly	Cut grass and weeds from inside all fenced areas (i.e. cooling towers, fuel tanks and high voltage)
	As required	Clean up of garbage and debris
	Weekly	Weed pulling and weed control all areas on Site
	As required	Sweep all sidewalk and roadways to get rid of all Goose droppings
	Weekly	Cut all grassed areas on Site
	As required	Empty cigarette containers throughout facility
	Daily/As required	Power wash dock area continually
	Weekly	Cultivate all flower beds and planters
	* Once per season	Clean out all sewer grates
	* Once per season	Purchase mulch for the distribution throughout all necessary areas on Site
	As required	Install, set up and test the irrigation system
	** Once per season	Aerate the lawn at the front of the building. Top-dress and over seed afterwards
	** Once per season	Discuss with S.A. prior to planting flowers and plants (annual & perennial) for front planters, and other flower beds on the site
	As requested	Set up picnic tables
	As required and/or requested	Disposal of dead birds and other small dead animals on the site
	As requested	Move picnic tables, Place barricades around the complex

SUMMER

Time of Year	Frequency	Task
Summer (June, July, August, September)	Daily	Sweep around all entrances and doorways
	As required	Empty cigarette containers throughout facility
	Daily	Water planters (daily)
	Annually	Annual/perennial plants supplying & planting
	* Weekly	Lawns (Weekly as required) and Trees (Weekly as required) for the entire site
	Weekly	Cut grass and weeds from inside all fenced areas (i.e. cooling towers, fuel tanks and high voltage)
	Weekly	Cultivate all flower beds and planters
	As required	Sweep all sidewalk and roadways to be rid of all Goose droppings/cigarette butts



	Weekly	Cut all grassed areas on Site
	Weekly	Weed pulling and weed control all areas on Site
	* Daily or/as required	Power wash dock area
	** Once per season	Fertilize grass and trees throughout all areas on Site
	As required	Disposal of dead birds and other small dead animals on the site
	As requested	Move picnic tables, Place barricades around the complex

FALL

Time of Year	Frequency	Task
Fall (October, November)	Daily	Sweep around all entrances and doorways
	As required	Empty cigarette containers throughout facility
	Weekly	Cut grass and weeds from inside all fenced areas (i.e. cooling towers, fuel tanks and high voltage)
	Weekly	Cut all grassed areas on Site
	Weekly	Weed pulling and weed control all areas on Site
	Weekly/ or as required	Sweep all sidewalk and roadways to be rid of all Goose droppings
	Weekly	Rake throughout complex
	Weekly/ or as requested	Power wash dock area
	As required	Remove and store the irrigation pump and blow out all lines for winterization (End of October)
	* Once per season	Remove annual and pruning of perennial plants in planters and other flower beds
	* Once per season	Assess all the trees on site and submit recommendations
	As requested	Assess, repair and stack picnic tables for winterization.
	As required	Disposal of dead birds and other small dead animals on the site
	As requested	Move picnic tables, Place barricades around the complex/ store picnic tables as requested

WINTER

Time of Year	Frequency	Task
Winter (November, December, January, February, March)	As required	Sweep around all entrances and doorways
	As required	Empty cigarette containers throughout facility
	As required	Disposal of dead birds and other small dead animals on the site
	As required	De-ice, shovel and plow snow



ANNEX “B”

BASIS OF PAYMENT

In Accordance with the article entitled “Basis of Payment” in the Contract. Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority.

Estimate as supplied: Basic proposed dollar amount, plus GST

Contractor is to be paid monthly “as and when required” upon acceptance of all specified deliverables. The Site Authority must review and approve deliverables prior to any payment.

The Site Authority will serve as contact for the Contractor and verify work completion in accordance with the Statement of Work. Following review, receipt of completed work, and acceptance of the final invoice, payment to the Contractor will be made within thirty (30) days. All deliverables will be assessed at the sole discretion of the Environment Canada and Climate Change, Canada Centre for Inland Waters Site Authority.

Service or Deliverable as per Annex A	Fixed Price
<i>Year 1: Contract Award to March 31 2018</i>	
Landscaping, Maintenance and Grounds keeping	\$
Snow Clearance (up to 254 cm)	\$
Parking lot minor repairs, painting, signage and speed bump installation – if applicable	\$
	\$
Total Year 1	\$
<i>Year 2: April 1 2018 to March 31 2019</i>	
Landscaping, Maintenance and Grounds keeping	\$
Snow Clearance (up to 254 cm)	\$
Parking lot minor repairs, painting, signage and speed bump installation – if applicable	\$
	\$
Total Year 2	\$
<i>Year 3: April 1 2019 to March 31 2020</i>	
Landscaping, Maintenance and Grounds keeping	\$
Snow Clearance (up to 254 cm)	\$
Parking lot minor repairs, painting, signage and speed bump installation – if applicable	\$
	\$
Total Year 3	\$



<i>Option Year 1: April 1 2020 to March 31 2021</i>	
Landscaping, Maintenance and Grounds keeping	\$
Snow Clearance (up to 254 cm)	\$
Parking lot minor repairs, painting, signage and speed bump installation – if applicable	\$
Total Year 4	
<i>Option Year 2: April 1 2021 to Anniversary Date of Contract Award</i>	
Landscaping, Maintenance and Grounds keeping	\$
Snow Clearance (up to 254 cm)	\$
Parking lot minor repairs, painting, signage and speed bump installation – if applicable	\$
Total Year 5	
Total Estimated Contract Value (taxes not included)	



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)



ANNEX "D"

INSURANCE REQUIREMENTS

D1. Commercial General Liability Insurance

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



- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r) 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.

D2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an



amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defense costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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