



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

FAX pour soumissions: (418) 648-2209

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Landscape Maintenance	
Solicitation No. - N° de l'invitation EE520-192819/B	Date 2019-03-05
Client Reference No. - N° de référence du client R.067369.001	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-040-17628	
File No. - N° de dossier QCN-8-41251 (040)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-15	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Beaupré, Patrick	Buyer Id - Id de l'acheteur qcn040
Telephone No. - N° de téléphone (418) 649-2817 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC ESC 2-PARCS 3, PASSAGE DU CHIEN D'OR QUEBEC Québec G1R3Z8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir Doc.	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable with this bid solicitation.

1.2 Statement of Work

The statement of Work is detailed at article 6.2 of the Resulting Contract Clauses section.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 Optional Site Visit

It is recommended 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 Musée des Plaines d'Abraham, 835 avenue Wilfrid-Laurier, Québec, G1R 5H8 (entrance behind the building), March 21st 2019. The site visit will begin at *14:00 EST*.

Bidders are requested to communicate with the Contracting Authority no later than 2 days prior to the visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.2 Submission of Bids

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

- 2.2.1** By using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)
The email address of PWGSC Quebec region Bid Receiving Unit is: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2018-05-22).

- 2.2.2** Tenders can also be transmitted by fax to 418-648-2209

- 2.2.3** By mail or in person at:
Bid Receiving Unit
Public Works and Government Services Canada (PWGSC)
1550, Avenue of Estimaerville
Quebec City, Quebec G1J 0C7

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required

below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

-
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bidder must have successfully completed to the client satisfaction at least one (1) single-unit contract of a **similar scope**, in the **same field** and with similar requirements as the current project within the last five years from the date of bid closing. For validation purposes, a verification with the client could be made.

Similar scope means experience in carrying out institutional, commercial or public landscape maintenance contracts with an annual value of \$100,000 or more or on a surface area of 50 hectares or more.

Same field means landscape maintenance that mainly involves cutting and trimming the grass and optionally performing spring and/or fall cleaning (removal of dead leaves, light and heavy garbage, small and large branches).

In order to meet the 4.1.1.1 criteria, the bidder must complete and include in his tender the following details:

Client Name :

Project Title :

Property Type : Public ☐ Institutional ☐ Commercial ☐

Land Location :

Contract Annual Value : _____ \$ Surface area of the land maintained : _____ hectares

Contract Start Date : _____ Contract End Date : _____

Client Representative : Name : _____

Phone : _____

Email : _____

Solicitation No. - N° de l'invitation
EE520-192819-B
Client Ref. No. - N° de réf. du client
EE520-192819

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-8-41251

Buyer ID - Id de l'acheteur
qcn040
CCC No./N° CCC - FMS No./N° VME

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if **applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

6.2.1 For the “Firm Lot Price” part

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

6.2.2 For the “As and when required” part

The “As and when required” Work is additional work that could be required by Canada during the Contract validity period, and that are not included in the “Firm Price” Work (Grass cutting, Spring/Autumn cleaning).

The surface areas for this Work must be on those stated in Article 1.3 “Scope of work” of the Statement of Work.

The “As and when required” Work will be confirmed with an official modification of the Contract issued by the Contracting Authority. It will contain the task description, start and end date and the prices that will be stated in table II of Annex “B” – Basis of payment of this document.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Performance Bonds

In order to ensure that funds will be available to complete the Work in accordance with the conditions of the Contract, the Contractor must, within 15 calendar days after the date of contract award, provide to the Contracting Authority a duly executed performance bond form [PWGSC-TPSGC 505](#). The performance bond must be 50 percent of the Contract Price and must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

If Canada does not receive the performance bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.

6.3.3 Performance Bonds – Option to Extend the Contract

In the event that Canada exercises one or more extension options provided for in the Contract, the Contractor shall provide each option to extend the performance bond each calendar year on the price of the contract amendment, in accordance with the same requirements as those set out in this section 6.3.2.

6.3.4 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - m. 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31st 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional 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 thirty (30) calendar 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patrick Beaupré
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Quebec

Solicitation No. - N° de l'invitation
EE520-192819-B
Client Ref. No. - N° de réf. du client
EE520-192819

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-8-41251

Buyer ID - Id de l'acheteur
qcn040
CCC No./N° CCC - FMS No./N° VME

Address: 1550 ave d'Estimauville
Québec (Québec) G1J 0C1

Telephone: 418-649-2817
Facsimile: 418-648-2209
E-mail address: patrick.beaupre@tpsgc.gc.ca

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

6.5.2 Departmental technical representative

The Departmental technical representative for the Contract is: (will be filled once awarding the Contract)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Departmental technical representative 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 Departmental technical representative, however the Departmental technical representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Departmental administrative representative

The Departmental administrative representative for the Contract is: (will be filled once awarding the Contract)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Departmental administrative representative refers to the Public Works and Government Services Canada (PWGSC) project manager. He is responsible of all payment aspects. Administrative matters may be discussed with the Departmental administrative representative, however the Departmental administrative representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

Name: _____
Title: _____

Solicitation No. - N° de l'invitation
EE520-192819-B
Client Ref. No. - N° de réf. du client
EE520-192819

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-8-41251

Buyer ID - Id de l'acheteur
qcn040
CCC No./N° CCC - FMS No./N° VME

Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 For the "Firm Lot Price" part detailed in annex "A":

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm lot prices detailed in Table I of Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.7.1.2 For the "As and when required" part:

The Contractor will be paid for the Work performed, in accordance with the table II of the Basis of payment at annex "B", to a limitation of expenditure of \$15,000 per contract period. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (filled once at Contract awarding). Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by a copy of the Annex 2 – Proof of work performance with the required signatures.

2. Invoices must be distributed as follows:

- a. The original and two (2) copies must be forwarded to the address below for certification and payment :

PWGSC/TPSGC
ESC 2-PARCS
3, Passage du Chien d'Or
Québec (Québec) G1R 8Z8

6.9 Terms of payment

6.9.1 For the “Firm Lot Price” part

6.9.1.1 Spring and autumn cleaning :

Single Payment

Canada will pay the Contractor the corresponding “Firm Lot Price” stated in table I of Annex “B” – Basis of payment upon completion and delivery of the Work.

6.9.1.2 Grass cutting :

Monthly Payment for 8 months

Canada will pay the Contractor the “Firm Lot Price” stated in table I of Annex “B” – Basis of payment for the grass cutting. This amount will be divided in eight (8) (representing months from April to November) and Canada will pay 1/8 of the “Firm Lot Price” at the end of each month, starting in April and ending November of the current year. The Contractor must submit an invoice at the end of each month.

- 6.9.2 For the “As and when required” part

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the established rates in table II of Annex “B” – Basis of payment.

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*will be filled at Contract awarding*).

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21) General conditions: Services (medium complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____

Solicitation No. - N° de l'invitation
EE520-192819-B
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Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-8-41251

Buyer ID - Id de l'acheteur
qcn040
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - STATEMENT OF WORK

STATEMENT OF WORK

LANDSCAPE MAINTENANCE
The National Battlefields Park, Quebec City



Government of Canada

The National Battlefields
Commission

Gouvernement du Canada

Commission des champs
de bataille nationaux

Requested by:

**Client Service Team, Heritage
Public Works and Government Services Canada
Quebec Region**

Project No.: R.067369.001
March 2019

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01 10 00 – WORK SUMMARY

PART 1 - GENERAL

1.1 Use of terms

- .1 Departmental technical representative: refers to the person in charge of landscape maintenance for The National Battlefields Commission (NBC) or his or her authorized representative.
- .2 Departmental administrative representative: refers to the Public Works and Government Services Canada (PWGSC) project manager.
- .3 Contractor: refers to any person, corporation or company that signs a contract with Canada for this project and that possesses a permit in accordance with the Province of Quebec's Regulation Respecting the Professional Qualification of Contractors and Owner-Builders. The Contractor is the principal contractor pursuant to An Act Respecting Occupational Health and Safety and must take actions as such before the Commission des normes, de l'éthique sur la santé et de la sécurité du travail (C.N.E.S.S.T.) and respect the obligations related to this responsibility.

1.2 Enquiries

- .1 Anyone seeking technical or administrative information must refer to the "Enquiries – Solicitation Stage" clause of the invitation to tender.
- .2 Work to be performed under this contract includes, but is not limited to, the following:
 - .1 Spring cleaning (*Removal of dead leaves, all garbage, small and large branches*);
 - .2 Grass cutting;
 - .3 Fall cleaning (*Removal of dead leaves, all garbage, small and large branches*).

1.3 Scope of work

- .1 The NBC parks covered by this contract are described in this section and illustrated in the schematic plan in Appendix 1.
- .2 The work will be performed on a surface of approximately 75,76 hectares. The surface areas of the various parks are as follows:
 - Battlefield Park: 166 acres or 67.21 hectares;
 - Des Braves Park: 10 acres or 4.05 hectares;
 - Des Braves Avenue: 9 feet on each side of the Avenue from Grande Allée West to Ste.Foy Road;
 - Discovery Pavilion: 2.5 acres or 1 hectare;
 - Shop yard: 0.074 acres or 0.03 hectares;
 - De Laune Street: 9 feet on each side of De Laune Street to Grande Allée West;
 - Multifunctional path of the cliff: variable width of 4 to 10 feet of grassy border on the other side of the trail is + - 0.3 hectare;
 - North zone of the fence located north of the Parc des Braves 0,05-0,1 hectare..
- .3 Another factor to consider is that some parcels of land covered by this contract have very rough terrain.

1.4 Site inspection

- .1 In order to become familiar with the project conditions and to gather all information required to successfully execute the contract, carefully inspect the premises. Ignorance of site conditions will not be a valid reason to claim a payment in any case.

1.5 Permits, orders and regulations

- .1 The Contractor must obtain all permits required to carry out the work. The Contractor must comply with all federal, provincial and municipal regulations and by-laws and all other statutes and regulations that apply to the work. The Contractor will be liable for any violation of applicable statutes, regulations and bylaws.
- .2 The Contractor will observe and comply with the all regulations and by-laws governing NBC parks as well as the Government Property Traffic Regulations with respect to order, parking and traffic. The speed limit on NBC grounds is less than 30 km/h, no exceptions.
- .3 The Contractor will assume (at its own expense) all obligations with regard to safety measures required under the Quebec Act Respecting Occupational Health and Safety, and all related expenses.
- .4 The safety measures prescribed by the competent authorities should be in effect at all times for the following reasons:
 - To protect the Contractor's employees, devices and equipment;
 - To prevent fires;
 - To protect NBC resources and assets, users of NBC grounds and its outbuildings.

1.6 Contractor use of premises

- .1 Contractor use of premises is limited to the use of areas necessary for the performance of work.
- .2 Coordinate the use of premises in accordance with the instructions from the departmental technical representative or his or her authorized representative.
- .3 Assume full responsibility for protecting and storing products required for the purposes of this contract.
- .4 The Contractor must take all the necessary precautions to protect and prevent spills and damage to the structures, buildings, services, installations, monuments, trees, bushes, lawns, and flower beds. The Contractor must inform the departmental technical representative or his or her authorized representative of any damage as soon as possible. All repairs by the Contractor or other parties will be done in accordance with the original plans and specifications as well as the instructions provided by the NBC.
- .5 The Contractor must not operate on the roads or engineering works a loaded vehicle, machinery or equipment whose weight and/or size exceeds the established legal limits, without prior written authorization of, and instructions from, the departmental technical representative. Moreover, no truck whose load exceeds the legal limit will be allowed on the roads or engineering works.
- .6 All aspects of the work must always be carried out in a safe, respectful and courteous manner for visitors and park users.
- .7 Always tell operators not to cut tree branch collars with machines.
- .8 The contractor will have to transport the equipment and tools every day.

- .9 The Contractor must comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-fra.html>) and the Terms and Conditions of these Integrity Provisions

1.7 Proof of work performance

- .1 The Contractor must have the departmental technical representative sign the proof of work performance on site for the work that has been completed. The proof of work performance form is available in Appendix II.

1.8 Environmental protection

- .1 It is forbidden to dispose of waste (*e.g., grass cuttings, garbage*) or volatile materials, such as petroleum products (*e.g., oil, fuel or other harmful materials*) by discharging them into a watercourse, city sanitary drain systems or storm sewers or any other location that could harm the environment.
- .2 The Contractor must at all times comply with federal, provincial and municipal regulations and bylaws, as well as with those of all other recognized environmental organizations.
- .3 The NBC has a sustainable development policy based on seven priorities and pillars to organize its sustainable development and environmental protection efforts. The sustainable development policy is available on the NBC web site at the following link: <http://www.ccbn-nbc.gc.ca/en/about-us/sustainable-development/>. It is important that all NBC suppliers (of materials or services) be aware of and comply with this policy. The Contractor in charge of this contract has a front-line role to play in reducing greenhouse gas emissions and ensuring responsible consumption. The use of poorly calibrated gas-powered tools generating noise and excess smoke will be closely monitored.

End of Section

02 20 00 – MAINTENANCE INSTRUCTIONS

PART 1 – GENERAL INFORMATION

1.1. Work description

- .1 This section specifies the requirements for landscape maintenance on the grounds of the National Battlefields Commission.
- .2 The work must be carried out with care in order to keep the landscaped grounds very clean. It is understood that landscape maintenance will be done for all sites in the sector, even in hard-to-reach areas.

1.2 Contractor's designated supervisor

- .1 The Contractor's supervisor must be on site during the work and equipped with a communication system allowing the departmental technical representative to communicate with him or her at all times during work hours (e.g., pager or cell phone). The supervisor will be authorized to receive on behalf of the Contractor all orders, directives and other communications given under this contract.
- .2 The work supervisor will immediately notify the departmental technical representative of any accident or incident that has caused damage to property of the NBC or a third party. The supervisor must also report any injuries sustained by site users.

1.3 Employee dress code and personal protective equipment

- .1 All of the Contractor's employees must wear a t-shirt/shirt and simple pair of pants in a matching colour in addition to any other personal protective equipment required by the CSST to perform the work, e.g., safety boots and safety goggles.
- .2 All of the Contractor's employees who work regularly with NBC park visitors must be exceptional in their dealings with the public. It is strictly prohibited for employees to work shirtless.
- .3 The Contractor has been explicitly asked to take all necessary measures relating to preventive signage and safety identification for its employees when work is being done on NBC roads or in NBC parking lots.
- .4 The Contractor must make its presence known when work is being done in high-traffic areas, especially the Jeanne-d'Arc garden. The Contractor must ensure that all safety measures are taken while the work is being performed. All safety expenses (e.g., equipment purchases for employees or signage) are to be covered by the Contractor.

1.4 Equipment and materials

- .1 All materials and equipment used by the Contractor must be approved by the departmental technical representative. The Contractor must provide a list of the equipment required to carry out this contract.
- .2 The Contractor must provide a list of generally used equipment and a list of equipment used for spring cleaning and the removal of leaves. Equipment must have four-stroke engines.
- .3 The following minimum equipment is required to perform maintenance work on grass surfaces:
 - **A manual rotary mower** with a 50-cm wide deflector.

- **Tractors fitted with rotary mowers** and a deflector of 150 cm or more wide, mounted to the front or rear of the tractors.
 - **A gas-powered lawn trimmer** (*nylon cord only*).
 - All mower blades must be well sharpened to ensure that the grass gets a clean cut.
 - Only tractors and ride-on movers equipped with low-pressure, large tread tires will be permitted on grass surfaces (special tires for grass surfaces).
 - The tractor-mowers must be equipped with low-pressure flotation tires specially designed for use on grass surfaces and must not exceed 900 kg unless approved by the departmental technical representative.
 - The Contractor will supply plant-based fuel and lubricants or other materials for operating and maintaining its equipment and must ensure that fuel and other flammable products are handled, transported and stored in accordance with the safety standards prescribed by the competent authorities. All fuel must be stored in a safe, locked container and containers should never be left unattended while the grass is being cut. In the case of spills, oil and lubricants must be cleaned up in accordance with procedures established by the competent authorities.
- .4 All equipment used by the Contractor must be clean and in excellent working condition for the duration of the contract. The departmental technical representative may ask to consult the equipment maintenance manuals during the contract.
- .5 The Contractor's road equipment must be clearly identified with the name of the Contractor's company.

1.5 Work method

- .1 All work will be performed by the employees required to carry out and complete the work.
- .2 The Contractor must assume full responsibility for assigning and coordinating work tasks and equipment. The Contractor must provide us with a detailed work plan for the work season (daily plan and emergency plan for periods of extended rainfall).
- .3 The Contractor, together with the NBC representative, must examine the surfaces to be maintained and their condition before beginning the work.
- .4 In performing the work, the Contractor must inform the departmental technical representative of and identify with forest tape any problems it encounters (disease, insects, vandalism, safety risk).
- .5 The work sites included in the specifications must be neat and clean at all times. Debris and excess materials must be collected and removed from the work sites at frequent intervals. The grass must be cut in a particular order: starting from the easternmost area and continuing west in the days that follow. The Contractor will perform the work after the NBC employee has removed debris. The teams must work together and in the same area at least until the NBC employee gets ahead. At the end of every work day, all debris, tools, equipment and materials should be removed from the work site.
- .6 The Contractor's service trucks must be driven on NBC roads, not grass surfaces.

- .7 The work must be performed during standard work days, i.e., from Monday to Friday between 7:00 a.m. and 6:00 p.m. However, noisy work performed near residences will not begin until 8:30 a.m. Moreover, if, for some reason, the Contractor would like to perform work outside the above hours and time frames, it must first obtain authorization from the project manager or his or her authorized representative.
- a) The grass in the Jeanne d'Arc garden may not be cut between 11:30 a.m. and 1:30 p.m. or during high-traffic periods.
- b) The grass near the Edwin Bélanger Bandstand may not be cut during show times. The show time schedule will be provided after the contract has been awarded (the Contractor must ensure that it has a schedule of activities emailed by police authorities).
- .8 It should also be noted that work will not stop for vacations; employees must be available at all times for maintenance work and grass cutting.

1.6 Kick-off meeting and regular progress meetings

- .1 The Contractor must attend a monthly work planning meeting. The NBC departmental technical representative will notify the Contractor of the meeting 72 hours in advance. The meeting will be held on site at the National Battlefields Commission. The date and location of these meetings will be stated in the meeting notice. The Contractor's supervisor in charge of this contract must attend these meetings.
- .2 The kick-off meeting will be held within five working days after the contract is awarded. The topics to be discussed during this meeting include, but are not limited to, the following:
- Discussions on the general context of the work to be completed;
 - Safety and environmental plan;
 - Stakeholder communications plan;
 - Detailed daily work plan and emergency plan for periods of extended rainfall;
 - Site specifics and conditions;
 - Special use of sites to be considered, such as for concerts or events;
 - Clarifications of expectations;
 - Additional information from both sides and other questions.

PART 2 – PERFORMANCE OF WORK

2.1 Spring cleaning

- .1 Spring cleaning will begin as soon as the weather and conditions at the sites are favourable and will be completed, at the latest, before bulbs and perennials start sprouting (to be determined with the departmental technical representative).
- .2 Spring cleaning includes:
- a) Removal of all debris and refuse (bottle, gravel, stone) from all areas stipulated in the contract.
- b) Raking, sweeping and removal of sand, stones, paper, litter, branches, leaves and other refuse (small and large) on grass surfaces, footpaths, sidewalks, roads and plant beds.
- c) Removal of all debris, garbage and other refuse collected from the premises.

- .3 Spring cleaning must be done on the entire area shown on the map in Appendix I. It is understood that plant beds must be cleaned before perennials start sprouting. Roads, sidewalks and parking lots, around all building of the NBC (zones excels plans for reasons of visibility) must be cleaned before grass surfaces.
- .4 Preliminary spring cleaning is required (giving priority to the most visible areas). Before more targeted cleaning begins, the departmental technical representative may identify priority areas for the Contractor.
- .5 Remove all refuse (paper, cardboard, bottles), dead branches (large and small) from all areas identified on the map (except for the major events site).
- .6 Garbage removal must begin near the Loews Le Concorde Hotel, since the wind corridor at this location carries the waste on the property of the NBC. Refuse must be deposited in the designated areas.
 - a) Branches must be taken to the composting site to be chipped safely.
 - b) Leaves and plant debris are to be removed using a blower/chipper and taken to the NBC composting site (at the top of Gilmour Hill).
 - c) Other non-organic waste is to be adequately disposed of and taken to the landfill site. The use of garbage cans on NBC premises for non-organic waste disposal is strictly prohibited.
- .7 For safety reasons, plant debris must be removed from Gilmour Hill's surface in a frequent and timely manner or on short notice, i.e., within less than an hour, even outside of work hours and on weekends and holidays.
- .8 The use of **mechanical street cleaners** for cleaning roads and parking lots in the spring, summer and fall is not covered by this contract.

2.2 Fall cleaning

- .1 Remove all leaves and plant debris with a blower/chipper and take them to the NBC composting site or the sites designated for this purpose (see the map in Appendix I).
- .2 Cleaning will be done on the entire area shown on the map in Appendix I. It is understood that cleaning includes plant beds, roads, sidewalks and parking lots, around all building of NBC and that they will be given priority over grassed areas. Cleaning also includes the area between the embankment block wall and the fence separating Collège Mérici from the shop yard.
- .3 Plant debris must be removed from Gilmour Hill's surface in a frequent and timely manner or on short notice, i.e., within less than an hour, and even outside of work hours and on weekends and holidays. Fallen leaves on the nature trail should be blown away one to three times a year at the departmental technical representative's request.
- .4 The NBC will provide the Contractor with a place for mulching and spreading leaves on certain parts of undergrowth in the NBC park. These areas are identified on the appended map.

2.3 Grass cutting

- .1 Grass cutting must be done on the entire area shown on the map in Appendix I.
- .2 The Contractor must absolutely remove any debris that could interfere with lawn mowing beforehand. If the Contractor finds the amount of debris to be excessive, it must inform the departmental technical representative.

- .3 Cut the grass for the first time in the growing season either:
 - a) in the two days following a request by the departmental technical representative;
 - b) in the first week of May.
- .4 Continue grass cutting work as per the established schedule until the end of the growing season. The work must be done without interruption and be completed within eight working days from Monday to Friday between 7:30 a.m. and 6:00 p.m. The departmental technical representative may authorize work on weekends on an exceptional basis. In such cases, the Contractor must submit a written request to the departmental technical representative, indicating the hours of work and the area in which the work will be performed. The departmental technical representative has the authority to accept or refuse the work.
- .5 Cut the grass under and around fences, benches, street lamps, garbage cans, street curbs and other obstacles on the sites. The curbs along the parking and fences will be made twice a month between May and October with a working method and equipment including a device that prevent grass clippings from ending up on the edge vehicle. The working method must be approved by the technical minister prior to the execution of the work. **Objects must be moved carefully and put back in the same place.** Use a gas-powered lawn trimmer to cut a vertical finish along flowerbeds, at the request of and in accordance with specifications given by the departmental technical representative two or three times a year.
- .6 Remove cut grass debris from objects and equipment in a timely manner.
- .7 If the Contractor gets behind in grass cutting, it may be required to remove cut grass and work overtime without payment of a contract supplement.
- .8 Immediately remove accumulated cut grass from grass, asphalt, concrete and other surfaces.
- .9 Cutting height varies depending on site use and the area in which the work is performed.

Cutting height

- a) During the first cut of spring and the last cut of the season, grass should be cut to a height of 2.5 inches.
- b) Throughout the season, grass should be cut to a minimum mowing height of 3 inches, in accordance with specifications from the departmental technical representative, except in specific cases.
- c) In the Jeanne d'Arc garden, grass must be cut twice a week to a height of 2.5 inches. The Contractor cannot use large equipment and must ensure that no visible cuttings are left on the grass (remove cuttings in bags). The Contractor must use equipment with a maximum cutting width of 48 inches.
- d) Lawn mowers must be used such that all grass blades get a clean, even cut **without leaving visible windrows**. The grass must be cut at least once every 8 days and/or when it reaches a length of 4 inches.

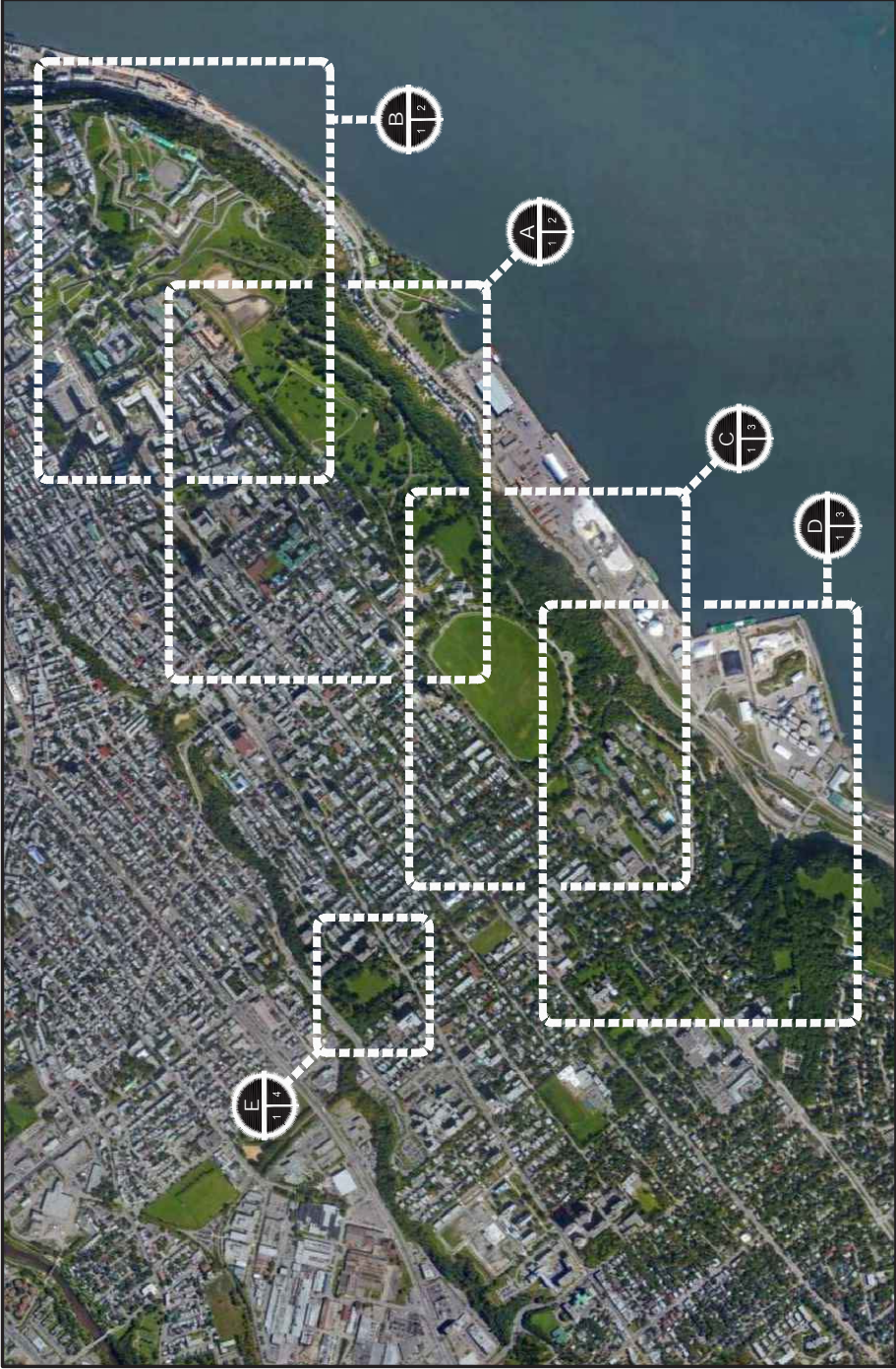
Cutting method

- a) The Contractor must not cut grass with tractors or ride-on mowers when the ground is sodden (especially in the spring and fall) to prevent compacting and ruts.
- b) The Contractor must limit work on water-stressed grass during long heat waves and droughts and during or after heavy rainfall.
- c) Grass must not be expelled laterally onto NBC objects (fences, garbage cans, recycling bins, vehicles) or onto any objects belonging to others (e.g., cars parked on the road). Mulching is always the best method.
- d) The Contractor must avoid making skid marks on grassed areas (when ascending, breaking or making sharp turns).

Cutting around landscaped areas

- a) Cut grass around flower beds to maintain their esthetic appeal. Do not leave visible windrows around flower beds or cut grass around the plant beds.
 - b) Cut the grass around footpaths, roads and plant beds with a manual mower or a trimmer within four hours after cutting the grass with a machine mower. Cut the grass at the **same height** as that of the freshly cut grass, wherever necessary, especially around plant beds, along buildings, roads, parking lots and any other areas that a machine mower cannot reach.
 - c) Carefully cut grass around trees and shrubs when near bark to avoid breaking the bark. Hitting trees and shrubs with mowers, lawn trimmers or any other equipment is **absolutely prohibited**. Any damage of this kind to plants will result in repair and replacement at the Contractor's expense (an amount of \$100 per square centimetre of damage could be charged). **Lawn trimmer cords pose a particular hazard to young trees.**
 - d) The curbs along the parking and fences will be made twice a month between May and October with a working method and equipment including a device that prevent grass clippings from ending up on the edge vehicle. The working method must be approved by the technical minister prior to the execution of the work.
- .10 At least once a month or at the departmental technical representative's request, trim edges in various places where weeds are growing (e.g., between interlocking paver joints, steps, stones).
- .11 Trim the edges of the **nature trail** two or three times a season, i.e., once a month in June, August and September or during the periods identified by the departmental technical representative.
- .12 Selective cutting and incremental lawn management
- a) At the departmental technical representative's request, certain areas may not be cut for extended periods. This greener practice has the benefit of reducing greenhouse gas emissions and noise generated by motorized equipment and helping increase biodiversity in the targeted areas. This practice and any subsequent related activities required to clean up, cut grass and remove leaves must not result in additional service costs.

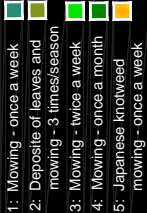
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PLAN CLÉ / KEY PLAN

ÉCHELLE/SCALE: AUCUNE / NONE

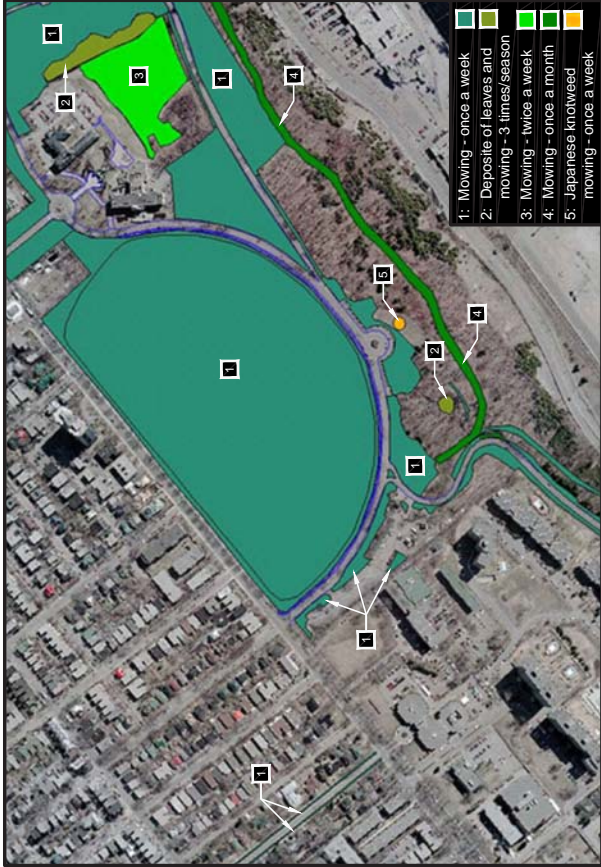
 Travaux publics et Services gouvernementaux Canada Équipe services clients Socioculturel Région du Québec	Public works and Government Services Canada Client Services Team Socio-cultural Quebec Region	Projet COMMISSION DES CHAMPS DE BATAILLE NATIONAUX / THE NATIONAL BATTLEFIELDS COMMISSION QUÉBEC / QUEBEC SERVICES D'ENTRETIEN PAYSAGER / LANDSCAPE MAINTENANCE	Projet Projet Projet	Dessin Dessin Dessin	Corçu par Date Destiné par Date Approuvé par Date	Designed By (aaaa/mm/jj) Drawn By (aaaa/mm/jj) Approved By (aaaa/mm/jj)	No du projet TPSGC A07@A04-PL-R.067369.001.DWG No de plan ou dessin	No du projet PWGSC Client File name A07@A04-PL-R.067369.001.DWG Drawing or plan no.	Project no. Client No de classement File no. No de la feuille 1 DE 4 Sheet no.

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PLAN AGRANDI - SECTEUR "D"
ENLARGED PLAN - SECTOR "D"

1 3 ECHELLE/SCALE: AUCUNE / NONE



PLAN AGRANDI - SECTEUR "C"
ENLARGED PLAN - SECTOR "C"

1 3 ECHELLE/SCALE: AUCUNE / NONE


<div> </div> <div> Travaux publics et Services gouvernementaux Canada Équipe services clients Socio-culturel Région du Québec </div>	<div> </div> <div> Public works and Government Services Canada Client Services Team Socio-cultural Quebec Region </div>	<div> Project COMMISSION DES CHAMPS DE BATAILLE NATIONAUX / THE NATIONAL BATTLEFIELDS COMMISSION QUÉBEC / QUEBEC </div> <div> Project SERVICES D'ENTRETIEN PAYSAGER / LANDSCAPE MAINTENANCE </div>	<div> Drawing PLANS DES SECTEURS / SECTOR PLANS </div> <div> Desain </div>	<div> Conçu par Date Destiné par Date </div> <div> Project manager Approuvé par Date </div>	<div> No du projet TSBC Nom du fichier A07@A04-PL-R_067369.001.DWG No de plan ou dessin </div> <div> No du projet Client File name Drawing or plan no. </div>	<div> Project no. Client No de classement File no. No de la feuille 3 DE 4 Sheet no. </div>
		<div> Gestionnaire de projet Gestionnaire principal de projet </div>	<div> Project manager Project Director </div>	<div> Designed By (aaaa@mm.ll) Drawn By (aaaa@mm.ll) Approved By (aaaa@mm.ll) </div>	<div> No du projet TSBC Nom du fichier A07@A04-PL-R_067369.001.DWG No de plan ou dessin </div> <div> No du projet Client File name Drawing or plan no. </div>	<div> Project no. Client No de classement File no. No de la feuille 3 DE 4 Sheet no. </div>



PLAN AGRANDI - SECTEUR "E"
ENLARGED PLAN - SECTOR "E"



ÉCHELLE/SCALE: AUCUNE / NONE

 Travaux publics et Services gouvernementaux Canada Équipe services clients Socioculturel Région du Québec	Public works and Government Services Canada Client Services Team Socio-cultural Quebec Region	Projet COMMISSION DES CHAMPS DE BATAILLE NATIONAUX / THE NATIONAL BATTLEFIELDS COMMISSION QUÉBEC / QUEBEC SERVICES D'ENTRETIEN PAYSAGER / LANDSCAPE MAINTENANCE	Projet Projet Projet	Desain Desain Desain	Drawing Drawing Drawing	Conçu par Date Date Date	Planned By (aaaa/mm/jj) Planned By (aaaa/mm/jj) Planned By (aaaa/mm/jj)	No du projet Project no. Project no. Project no.	No du projet Project no. Project no. Project no.	Client Client Client	No de classement No de classement No de classement	File name File name File name	A07@A04-PL-R.067369.001.DWG A07@A04-PL-R.067369.001.DWG A07@A04-PL-R.067369.001.DWG	No de plan ou dessin Drawing or plan no. Drawing or plan no.	4 DE 4 4 DE 4 4 DE 4	Sheet no. Sheet no. Sheet no.

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Buyer ID - Id de l'acheteur
qcn040
CCC No./N° CCC - FMS No./N° VME

APPENDIX 2 : PROOF OF WORK PERFORMANCE

The National Battlefields Commission *Quebec City, QC*

Landscape Maintenance as indicated in Specifications R.067369.001

YEAR 2019

From April 1st, 2019 to November 30th, 2019

Item	Description	Work completed	Contractor's Signature	Departmental Technical Representative's Signature
1	Spring cleaning			
2	Grass cutting in April			
3	Grass cutting in May			
4	Grass cutting in June			
5	Grass cutting in July			
6	Grass cutting in August			
7	Grass cutting in September			
8	Grass cutting in October			
9	Grass cutting in November			
10	Autumn cleaning			

ANNEX B – BASIS OF PAYMENT

Table I : “Firm Lot Price” part

The firm lot prices in table I are lump-sum prices, i.e. the Contractor agrees to perform the work for the stated cost, regardless of whether it results in a loss or a profit.

They are including but not limited to materials, labour, tools, equipment and parts required to perform the work, transport, operation of materials, as well as the company's overhead, administration, insurance, contributions, interest, rent, taxes and other incidental expenses.

Tableau II : « As and when required » part

The firm unit prices in section 2.0 « EQUIPMENT » include labour devoted to the operation of the equipment, transport, operation of materials, as well as the company's overhead, administration, insurance, contributions, interest, rent, taxes and other incidental expenses.

The quantity of hours stated in table II are on an indicative basis only. NBC is in no way committed to use these hours.

TABLE I : FIRM LOT PRICES PART

Item No	Description	Quantity	Unit	Firm lot price From contract award to March 31st, 2020	From April 1st 2020 to March 31st, 2021	From April 1st 2021 to March 31st, 2022	From April 1st 2022 to March 31st, 2023	From April 1st 2023 to March 31st, 2024	Total
1.0	Spring cleaning	1	Lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$
2.0	Grass cutting	1	Lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$
3.0	Autumn cleaning	1	Lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$/lot	____\$
									____\$

Table II : “As and when required” part : From contract awarding to March 31st 2020

Item No	Description	Approx- imative quantity	Unit	Firm unit price	Total estimated
1.0	STAFF				
1.1	Project Manager	5	Hour	_____ \$/h	_____ \$
1.2	Foreman	5	Hour	_____ \$/h	_____ \$
1.3	Employee	5	Hour	_____ \$/h	_____ \$
2.0	ÉQUIPEMENT				
2.1	Push mower	5	Hour	_____ \$/h	_____ \$
2.2	Land tractor equipped with mower	5	Hour	_____ \$/h	_____ \$
2.3	Fuel trimmer	5	Hour	_____ \$/h	_____ \$
2.4	Leaf blower	5	Hour	_____ \$/h	_____ \$
2.5	Mulcher	5	Hour	_____ \$/h	_____ \$
2.6	Other equipment	5	Hour	_____ \$/h	_____ \$
2.7	Transport vehicle two axles	5	Hour	_____ \$/h	_____ \$
2.8	Vacuum shredder	5	Hour	_____ \$/h	_____ \$
2.9	Fertilizer applicator with tractor	5	Hour	_____ \$/h	_____ \$
2.10	Fertilizer manual applicator	5	Hour	_____ \$/h	_____ \$
2.11	Tractor equal or greater than 10 HP	5	Hour	_____ \$/h	_____ \$
2.12	Tractor, less than 10 HP	5	Hour	_____ \$/h	_____ \$
2.13	Thatcher	5	Hour	_____ \$/h	_____ \$
2.14	Riding mower	5	Hour	_____ \$/h	_____ \$
2.15	Street sweeper	5	Hour	_____ \$/h	_____ \$
2.16	Power sweeper	5	Hour	_____ \$/h	_____ \$

Table II : “As and when required” part : From April 1st, 2020 to March 31st, 2021

Item No	Description	Approx- Imative quantity	Unit	Firm unit price	Total estimated
1.0	STAFF				
1.1	Project Manager	5	Hour	_____ \$/h	_____ \$
1.2	Foreman	5	Hour	_____ \$/h	_____ \$
1.3	Employee	5	Hour	_____ \$/h	_____ \$
2.0	ÉQUIPEMENT				
2.1	Push mower	5	Hour	_____ \$/h	_____ \$
2.2	Land tractor equipped with mower	5	Hour	_____ \$/h	_____ \$
2.3	Fuel trimmer	5	Hour	_____ \$/h	_____ \$
2.4	Leaf blower	5	Hour	_____ \$/h	_____ \$
2.5	Mulcher	5	Hour	_____ \$/h	_____ \$
2.6	Other equipment	5	Hour	_____ \$/h	_____ \$
2.7	Transport vehicle two axles	5	Hour	_____ \$/h	_____ \$
2.8	Vacuum shredder	5	Hour	_____ \$/h	_____ \$
2.9	Fertilizer applicator with tractor	5	Hour	_____ \$/h	_____ \$
2.10	Fertilizer manual applicator	5	Hour	_____ \$/h	_____ \$
2.11	Tractor equal or greater than 10 HP	5	Hour	_____ \$/h	_____ \$
2.12	Tractor, less than 10 HP	5	Hour	_____ \$/h	_____ \$
2.13	Thatcher	5	Hour	_____ \$/h	_____ \$
2.14	Riding mower	5	Hour	_____ \$/h	_____ \$
2.15	Street sweeper	5	Hour	_____ \$/h	_____ \$
2.16	Power sweeper	5	Hour	_____ \$/h	_____ \$

Table II : “As and when required” part : From April 1st, 2021 to March 31st, 2022

Item No	Description	Approx- Imative quantity	Unit	Firm unit price	Total estimated
1.0	STAFF				
1.1	Project Manager	5	Hour	_____ \$/h	_____ \$
1.2	Foreman	5	Hour	_____ \$/h	_____ \$
1.3	Employee	5	Hour	_____ \$/h	_____ \$
2.0	ÉQUIPEMENT				
2.1	Push mower	5	Hour	_____ \$/h	_____ \$
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2.3	Fuel trimmer	5	Hour	_____ \$/h	_____ \$
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2.5	Mulcher	5	Hour	_____ \$/h	_____ \$
2.6	Other equipment	5	Hour	_____ \$/h	_____ \$
2.7	Transport vehicle two axles	5	Hour	_____ \$/h	_____ \$
2.8	Vacuum shredder	5	Hour	_____ \$/h	_____ \$
2.9	Fertilizer applicator with tractor	5	Hour	_____ \$/h	_____ \$
2.10	Fertilizer manual applicator	5	Hour	_____ \$/h	_____ \$
2.11	Tractor equal or greater than 10 HP	5	Hour	_____ \$/h	_____ \$
2.12	Tractor, less than 10 HP	5	Hour	_____ \$/h	_____ \$
2.13	Thatcher	5	Hour	_____ \$/h	_____ \$
2.14	Riding mower	5	Hour	_____ \$/h	_____ \$
2.15	Street sweeper	5	Hour	_____ \$/h	_____ \$
2.16	Power sweeper	5	Hour	_____ \$/h	_____ \$

Table II : “As and when required” part : From April 1st, 2022 to March 31st, 2023

Item No	Description	Approx- Imative quantity	Unit	Firm unit price	Total estimated
1.0	STAFF				
1.1	Project Manager	5	Hour	_____ \$/h	_____ \$
1.2	Foreman	5	Hour	_____ \$/h	_____ \$
1.3	Employee	5	Hour	_____ \$/h	_____ \$
2.0	ÉQUIPEMENT				
2.1	Push mower	5	Hour	_____ \$/h	_____ \$
2.2	Land tractor equipped with mower	5	Hour	_____ \$/h	_____ \$
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2.5	Mulcher	5	Hour	_____ \$/h	_____ \$
2.6	Other equipment	5	Hour	_____ \$/h	_____ \$
2.7	Transport vehicle two axles	5	Hour	_____ \$/h	_____ \$
2.8	Vacuum shredder	5	Hour	_____ \$/h	_____ \$
2.9	Fertilizer applicator with tractor	5	Hour	_____ \$/h	_____ \$
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2.11	Tractor equal or greater than 10 HP	5	Hour	_____ \$/h	_____ \$
2.12	Tractor, less than 10 HP	5	Hour	_____ \$/h	_____ \$
2.13	Thatcher	5	Hour	_____ \$/h	_____ \$
2.14	Riding mower	5	Hour	_____ \$/h	_____ \$
2.15	Street sweeper	5	Hour	_____ \$/h	_____ \$
2.16	Power sweeper	5	Hour	_____ \$/h	_____ \$

Table II : “As and when required” part : From April 1st, 2023 to March 31st, 2024

Item No	Description	Approx- Imative quantity	Unit	Firm unit price	Total estimated
1.0	STAFF				
1.1	Project Manager	5	Hour	_____ \$/h	_____ \$
1.2	Foreman	5	Hour	_____ \$/h	_____ \$
1.3	Employee	5	Hour	_____ \$/h	_____ \$
2.0	ÉQUIPEMENT				
2.1	Push mower	5	Hour	_____ \$/h	_____ \$
2.2	Land tractor equipped with mower	5	Hour	_____ \$/h	_____ \$
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2.6	Other equipment	5	Hour	_____ \$/h	_____ \$
2.7	Transport vehicle two axles	5	Hour	_____ \$/h	_____ \$
2.8	Vacuum shredder	5	Hour	_____ \$/h	_____ \$
2.9	Fertilizer applicator with tractor	5	Hour	_____ \$/h	_____ \$
2.10	Fertilizer manual applicator	5	Hour	_____ \$/h	_____ \$
2.11	Tractor equal or greater than 10 HP	5	Hour	_____ \$/h	_____ \$
2.12	Tractor, less than 10 HP	5	Hour	_____ \$/h	_____ \$
2.13	Thatcher	5	Hour	_____ \$/h	_____ \$
2.14	Riding mower	5	Hour	_____ \$/h	_____ \$
2.15	Street sweeper	5	Hour	_____ \$/h	_____ \$
2.16	Power sweeper	5	Hour	_____ \$/h	_____ \$

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qcn040
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ANNEX C – ELECTRONIC PAYMENT OF INVOICES

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- ☐ Visa Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);