



**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**

<b>Title - Sujet</b> LandscapingValcartier&Citadelle	
<b>Solicitation No. - N° de l'invitation</b> W6856-21V300/A	<b>Date</b> 2019-06-18
<b>Client Reference No. - N° de référence du client</b> W6856-21V300	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-039-17705	
<b>File No. - N° de dossier</b> QCN-8-41243 (039)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-07-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Boisclair, Daniel	<b>Buyer Id - Id de l'acheteur</b> qcn039
<b>Telephone No. - N° de téléphone</b> (418) 649-2831 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE Unité Immobilière des Opérations Qu Section des Contrats, Édifice 72 COURCELETTE Québec G0A4Z0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed in Annex A.

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in 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](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

By mail or in person at:  
**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 seven (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.

## **2.6 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 72 de la Victoire, Valcartier Military Base, Courcelette (Quebec), G0A4Z0, July 10<sup>th</sup>, 2019. The site visit will begin at 9:00 am EDT and will be held at local 171.

Bidders are requested to communicate with the Contracting Authority no later than July 8<sup>th</sup>, 2019 at 2:00 pm EDT 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.

### **2.6.1 Site examination**

The work site must be examined to become familiar with project conditions and obtain all information required to properly execute the contract. Lack of knowledge of the site conditions will in no case constitute a valid reason for claiming additional payment.

The bidders must be very familiar with the site and facilities. Before the bids are opened, they will be responsible for obtaining all information required to evaluate and execute the contract. They must carefully read all contract documents and ask for explanations if need be.

The bidders must assess for themselves difficulties anticipated in the performance of the work. They must visit the site and enquire as to the existing site conditions.

## **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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (One (1) hard copy)
- Section II: Financial Bid (One (1) hard copy)
- Section III: Certifications (One (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.

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.

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**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 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement.

Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

##### 4.1.1.1 Mandatory Technical Criteria

The items listed below should be provided with the bid but may be provided later. If any of these elements are not provided as requested, the Contracting Authority will inform the Bidder of the time frame within which to provide the information. Failure to provide the items listed below within the time frame provided will render the bid non-responsive.

<b>1</b>	<p>The Bidder must submit in its proposal one (1) Landscaping Services Project completed and of a <b>similar scope</b> to that required herein, completed within the last five (5) years (from closing date of bids).</p> <p><b>Similar Scope means:</b> <i>Having experience in completing institutional, municipal, industrial and commercial landscaping contracts with an annual monetary contract value of \$ 30,000.00 and over.</i></p> <p>The Bidder should include in its bid, the following information:</p> <ul style="list-style-type: none"><li>(i) The date of the contract;</li><li>(ii) The value of the project;</li><li>(iii) A full description of the services included in the project;</li><li>(iv) The user's contact information:<ul style="list-style-type: none"><li>a. Name of the organization</li><li>b. Address</li><li>c. Contact person</li><li>d. Phone</li><li>e. Email</li></ul></li></ul> <p><b>You can use the template in section 4.1.1.2 or any other document to meet this criterion.</b></p> <p><b>The information provided may be subject to verification by users to certify the accuracy of the information.</b></p> <p><b>If the verification of information does not meet the above requirements, the bid will be declared non-responsive.</b></p>
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**4.1.1.2 Proposed model to meet the mandatory technical criterion number 1**

The bidder should include in his bid, the following information for each project;		Project 1
(i)	The date of the contract	
(ii)	The value of the project	
(ii)	A full description of the services included in the project	
(iv)	The user's contact information :	Project 1
a.	Name of the organization	
b.	Address	
c.	Contact person	
d.	Phone	
e.	Email	

**4.1.2 Financial Evaluation**

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Except where the bid solicitation requires bids to be submitted in Canadian dollars, bids submitted in foreign currency will be converted to Canadian dollars for evaluation purposes. For bids submitted in foreign currency, the rate indicated by the Bank of Canada on the bid closing date, or on another date specified in the bid solicitation, will be used as a conversion factor.
3. Bidders must provide prices Delivered Duty Paid (DDP) prices as per Incoterms 2010 for shipments from a commercial contractor for the following destination locations:
  - i. Valcartier Military Base, Courcelette, QC;
  - ii. Citadelle of Quebec, (1, Côte de la Citadelle, Quebec, QC).

Submissions will be evaluated on a DDP basis.

**4.2 Basis of Selection**

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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## 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/canada/esdc-labour) 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**

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

### **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**

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

#### **6.3.2 Supplemental General Conditions**

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

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the contract is from December 1<sup>st</sup>, 2019 to November 30<sup>th</sup>, 2022 inclusive with 2 years in option.

#### **6.4.2 Delivery Date**

See Annex "A" Article 1.2.7, Implementation Schedule

#### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period 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.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Daniel Boisclair  
Title: Supply Specialist  
Public Works and Government Services Canada  
Address: 1550 D'Estimauville Ave.,  
Quebec, QC,  
G1J 0C7

Telephone: 418-649-2831  
Facsimile: 418-648-2209  
E-mail address: [Daniel.Boisclair@tpsgc-pwgsc.gc.ca](mailto:Daniel.Boisclair@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: [\(will be completed upon contract award\)](#)

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

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

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

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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.

### 6.7.3 Terms of Payment

#### 6.7.3.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

Payment	Firm amount	Due date
1 <sup>st</sup> Payment	20% of the total price of Annex B "Basis of Payment" of the reference year	June 15 <sup>th</sup> of the reference year
2 <sup>nd</sup> Payment	20% of the total price of Annex B "Basis of Payment" of the reference year	July 15 <sup>th</sup> of the reference year
3 <sup>rd</sup> Payment	20% of the total price of Annex B "Basis of Payment" of the reference year	August 15 <sup>th</sup> of the reference year
4 <sup>th</sup> Payment	20% of the total price of Annex B "Basis of Payment" of the reference year	September 15 <sup>th</sup> of the reference year
5 <sup>th</sup> Payment	20% of the total price of Annex B "Basis of Payment" of the reference year	October 15 <sup>th</sup> of the reference year

## 6.8 Invoicing Instructions

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

2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 4009 (2013-06-27), Professional Services - Medium Complexity;
- c. the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of payment;
- f. Annex C, Flowers - Valcartier Military Base;
- g. Annex D, Flowers - Citadelle of Quebec;
- h. Annex E, Plan - Valcartier Military Base;
- i. Annex F, Plan - Citadelle of Quebec;
- j. the Contractor's bid dated \_\_\_\_\_.

### 6.12 SACC Manual Clauses

B7500C	2006-06-16	Excess Goods
A9062C	2011-05-16	Canadian Forces Site Regulations

### 6.13 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.

## ANNEX "A"

### STATEMENT OF WORK

#### 1.1 Purpose

- 1.1.1 The purpose of this statement of work is to provide the general and specific requirements relating to site preparation; the supply of annual flowers, tulip bulbs and mosaic plants; and the planting, maintenance and overwintering of mosaic flowerbeds, planters, hanging baskets, cedar and shrub hedges, and grass at the Citadel of Quebec and Valcartier military base on behalf of the Department of National Defence (DND), i.e. the Real Property Operations Unit (RPOU), Valcartier Detachment, all in accordance with plans L-V5-9360-101 (Annex E) and L-Q11-9355-101 (Annex F).
- 1.1.2 The services required concern 58 planters, 2 mosaics, 15 flowerbeds, 2 hanging baskets, 4 cedar hedges and 1 grass hedge of different shapes and sizes at the Valcartier Garrison and Citadel of Quebec. Refer to plans L-V5-9360-101 and L-Q11-9355-101 for the locations, shapes and sizes.
- 1.1.3 The Contractor is responsible for staying informed of weather forecasts and regularly checking the landscaped surfaces to ensure that all requirements in this statement are met.

#### 1.2 Sites, access to sites, restrictions and implementation schedule

##### Sites

- 1.2.1 Valcartier military base, Courcelette, Quebec
- 1.2.2. Citadel of Quebec compound, 1 Côte de la Citadelle, Quebec City

##### Access to sites

- 1.2.3 Comings and goings around the work site will be subject to the movement of troops and regulations in force at the Valcartier military base and Citadel of Quebec.
- 1.2.4 The contractor must be available to work days, evenings and weekends according to the season and weather conditions to perform the work.

##### Restrictions

- 1.2.5 On the Citadel of Quebec compound, movement must be limited to maintenance and watering of the flowerbeds. In addition, no motorized equipment will be permitted during the ceremonial guard, for the entire duration of the contract:
- ✓ Between June 23 and the first Monday in September (Labour Day)
    - From Monday to Sunday, inclusively, between 9 a.m. and 11 a.m.
    - And on Saturday between 6 p.m. and 7 p.m.
- 1.2.6 It should be noted that the Citadel of Quebec compound is a historic site. The contractor must anticipate many visitors and increased pedestrian and car traffic at this site in the performance of the work in this statement and during travel (comings and goings).

### Annual implementation schedule

#### 1.2.7 **Site preparation and planting**

- ✓ Commencement of the work:  
In mid-May; completed by the third week of June
  
- ✓ Planting of mosaics:  
Completed by the Friday before Victoria Day

#### **Maintenance**

- ✓ Commencement of the work:  
In mid-May; completed in the first week of November

#### **Overwintering**

- ✓ Commencement of the work:  
Mid-October; completed for the third week of November

### 1.3 **Services required**

- 1.3.1 The flowers (see annexes C and D), bulbs and hanging baskets must be provided by the contractor. The templates will be provided by DND.
  
- 1.3.2 This landscape maintenance service includes providing fertilization during watering, compost, black cedar mulch and growing medium (PRO-MIX), skilled labour, tools, specialized equipment (water tank), machinery, transportation fuel, maintenance, equipment and machinery repair, work force supervision and transport, and everything that is required to perform the work, including:
  - a. Start-up meeting
  - b. Site preparation and planting
  - c. Maintenance
  - d. Overwintering
  - e. Disposal of waste and organic matter

### 1.4 **Start-up meeting**

- 1.4.1 A start-up meeting will be held within five business days following contract award. The DND representative will contact the contractor to agree upon a date and place for the meeting.
  
- 1.4.2 This start-up meeting is an administrative information meeting intended to facilitate the successful performance of the service contract. No document may be modified at this meeting.

### 1.5 **Site preparation and planting**

- 1.5.1 Remove last year's plants from the flowerbeds and mosaics and prepare the ground to receive new plants.
  
- 1.5.2 Remove and dispose of tulip bulbs (reference article 1.8).
  
- 1.5.3 Plant using the templates provided by DND, while observing the plan and planting distance assigned to each species, as approved beforehand by the DND representative.

1.5.4 Weed and plant the flowerbeds and two mosaics.

#### **Valcartier military base**

1.5.5 Clean the planters (remove the annuals, add missing planting mix (growing medium [e.g., PRO-MIX]) so that the planters are filled to approximately three inches of their height.

1.5.6 The planters will be stored by DND inside a building for the contractor's cleaning and planting purposes. DND will be responsible for placing the planters in pre-established locations.

#### **Citadel compound**

1.5.7 The planters will already be cleaned and emptied of their contents. DND will have placed the planters in pre-established locations. On site, the contractor must fill the planters with planting mix (growing medium [e.g., PRO-MIX]) so that the planters are filled to approximately three inches of their height. The contractor must plant everything according to best practices.

#### **1.6 Maintenance**

1.6.1 Weed and trim the mosaics once a week and mist spray to ensure the soil is humid throughout the season. Note that the terrain is sloped and there is a risk of soil erosion and exposure of roots to air.

1.6.2 Weed the planters and remove wilted flowers once a week and water to prevent a water deficit.

1.6.3 As the season progresses, remove dried wilted flowers from the planters (e.g., bracts).

1.6.4 Water the hanging baskets to prevent the flowers from suffering a water deficit.

1.6.5 During the growing season, around late June and late August, trim the cedar hedges (Valcartier: remove stakes and steel wire).

1.6.6 At the beginning of the season, weed the shrub hedges and grass and add mulch.

#### **1.7 Overwintering**

1.7.1 Remove and dispose of the annuals (reference article 1.8), shape the flowerbeds, plant tulip bulbs and add composted chicken manure (Acti-Sol) (Citadel: 200 bulbs; Valcartier: 400 bulbs).

1.7.2 Trim the shrub hedges and grass.

1.7.3 It should be noted that the planters at the Citadel and Valcartier base must be cleaned and stored in DND buildings.

#### **1.8 Disposal of waste and organic material**

1.8.1 The disposal of waste and/or organic material is the entire responsibility of the contractor and must be done outside DND property.

## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **Definition of lump sum**

Including but not limited to:

1. The contractor undertakes to perform the work for the lump-sum price, whether it profits or loses thereby. The lump-sum price must be deemed to cover all work, disbursements, expenses, payments, direct and indirect fees, profits, and all liabilities, obligations, actions, occurrences, omissions and/or errors attributable to the contractor as part of the work.
2. It follows that, for this lump-sum price, the contractor must supply all the goods and services listed at article 1.3 – Services required, as well as the materials, labour, tools, equipment and accessories needed to perform the work.
3. Also included in the lump-sum price are costs related to transportation and the use of the materials, as well as all costs relating to the company overhead, administration, insurance, contributions, interest, rent, taxes and other incidental expenses.
4. The lump-sum price must include provisions for losses and damages that may be ascribable to the nature of the work, the fluctuation of market prices and salaries, risks borne by the company, labour strikes, delays not attributable to Canada, accidents, acts of God and any other chance event.

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W6856-21V300/A  
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W6856-21V300

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File No. - N° du dossier  
QCN-8-41243

Buyer ID - Id de l'acheteur  
QCN039  
CCC No./N° CCC - FMS No./N° VME

Item	Description	Quantity	Unit of Issue	Lump Sum
1	<b>LANDSCAPE MAINTENANCE SERVICES INCLUDING ALL REQUIREMENTS AND WORK HEREIN</b> PERIOD: From 2019-12-01 to 2020-11-30	1	Batch	\$
2	<b>LANDSCAPE MAINTENANCE SERVICES INCLUDING ALL REQUIREMENTS AND WORK HEREIN</b> PERIOD: From 2020-12-01 to 2021-11-30	1	Batch	\$
3	<b>LANDSCAPE MAINTENANCE SERVICES INCLUDING ALL REQUIREMENTS AND WORK HEREIN</b> PERIOD: From 2021-12-01 to 2022-11-30	1	Batch	\$
4	<b>LANDSCAPE MAINTENANCE SERVICES INCLUDING ALL REQUIREMENTS AND WORK HEREIN</b> PERIOD: From 2022-12-01 to 2023-11-30	1	Batch	\$
5	<b>LANDSCAPE MAINTENANCE SERVICES INCLUDING ALL REQUIREMENTS AND WORK HEREIN</b> PERIOD: From 2023-12-01 to 2024-11-30	1	Batch	\$
<b>TOTAL (CAD) (including customs fees and transportation)</b>				\$

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## ANNEX "C"

### FLOWERS - VALCARTIER MILITARY BASE

Number	Annual flowers	Quantity	Container type
1	Alocasia " Dark Star "	5	1 gallon pots
2	Alyssum " Clear Crystal White "	2	box of 48
3	Begonia " 'Topsin Scarlet' "	55	4 " pots
4	Begonia " Boliviensis Fiery Ortange "	55	4 " pots
5	Canna " South Pacific Scarlet "	12	1 gallon pots
6	Lobelia " Magadi Blue "	70	4 " pots
7	Purslane" happy hour mix tropical "	110	4 " pots
8	Petunia cascadia " Indian Summer "	120	4 " pots
9	Petunia cascadia White	110	4 " pots
10	Talinium Limon	145	4 " pots
11	Darwin pink impression tulips (even years)	400	
12	Red emperor tulips (odd years)	400	

**ANNEX "D"**

**FLOWERS - CITADELLE OF QUEBEC**

Number	Annual flowers	Quantity	Container type
1	Alocasia " Dark star "	10	1 gallon pots
2	Begonia boliviensis Fiery orange	100	4 " pots
3	Gaura " Snow Mountain "	55	4 " pots
4	Impatiens New Ginea " 'hawkeri White' "	35	4 " pots
5	Impatiens New Ginea " 'hawkeri White' "	35	4 " pots
6	Mandevilla " Velvet Red "	22	4 " pots
7	Allyssum " Crystal White "	3	box of 48
8	Lamium " Beacon Silver "	11	4 " pots
9	Lobelia " Magadi Blue "	10	4 " pots
10	Geranium " Maestro Rich Red "	160	4 " pots
11	Calibrachoa " Calistatic Mango "	50	4 " pots
12	Musa Ensete"Maurellii "	5	1 gallon pots
13	Marigold " Fire Ball "	66	4 " pots
14	Pennisetun " Purple First Knight "	5	1 gallon pots
15	Petunia Amore " Queen of Hearts " *	90	4 " pots
16	Petunia Dreams Mix *	90	4 " pots
17	Vinca Titan " Really Red "	35	4 " pots
18	Vinca Titan " Polka Dot "	30	4 " pots
19	Verbena " Obsession White "	55	4 " pots
20	Talinum Limon	155	4 " pots
21	Salvia White house Red	45	4 " pots
22	Begonia top spin mix	80	4 " pots
23	Begonia Big red with bronze leaf	80	4 " pots
24	Canna south pacific Scarlet	25	1 gallon pots
25	Impatiens Xtreme mix hot	125	4 " pots
26	Impatiens big bounce White	70	4 " pots
27	Leucanthemum Snow Lady	100	4 " pots
28	Melenis Ruby Grass Savannad	4	1 gallon pots
29	Petunia Shock Wave coconut	10	4 " pots
30	Petunia Shock Wave Red	10	4 " pots
31	Impatiens Big Bounce wWhite	24	4 " pots
32	Fern Blechnum Silver Lady	5	1 gallon pot
33	Basket with water retention crystals Impatiens double Musica electric purple / Bacopa JB Pink imp./Euphorbia Hip Hop	2	hanging basket 16 "

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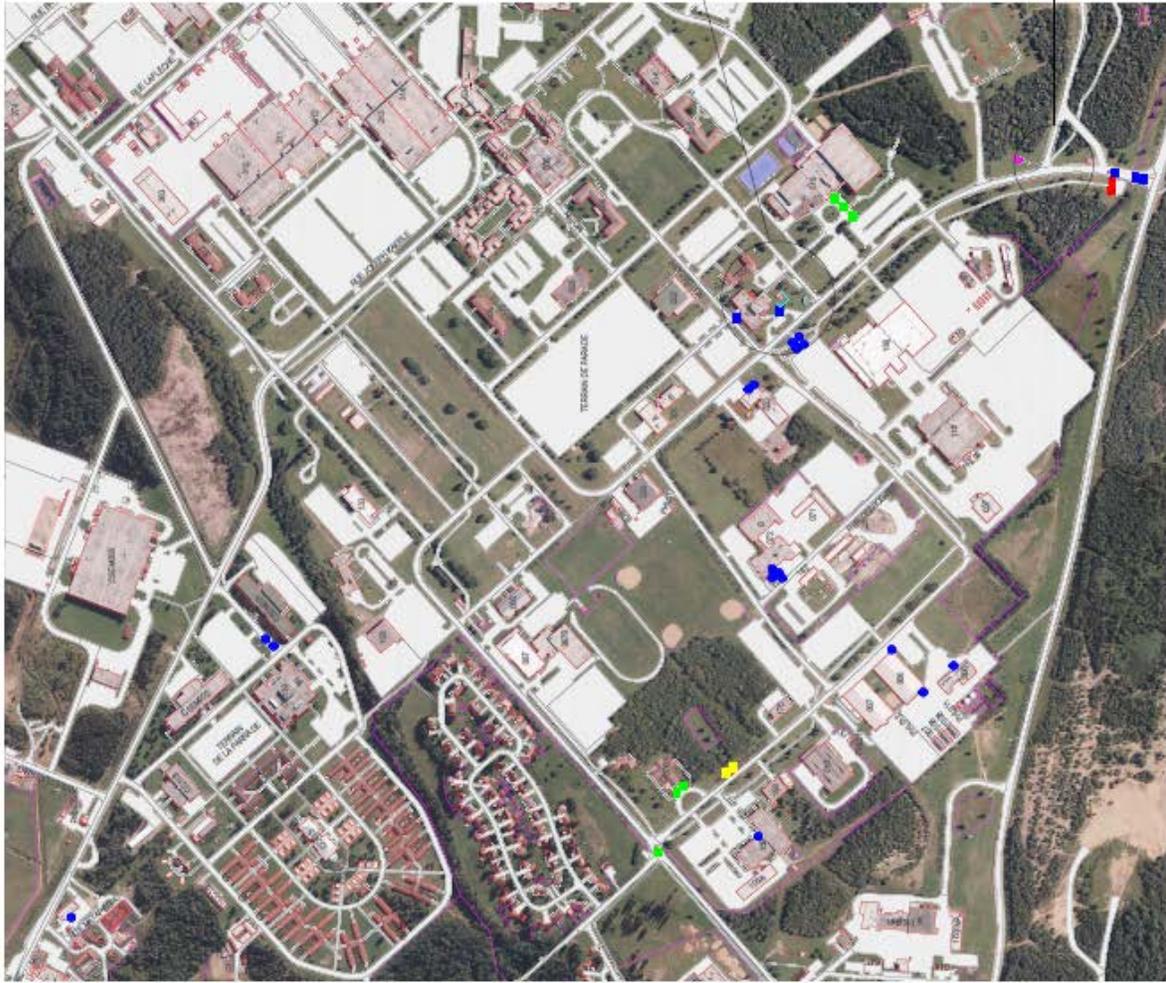
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<b>MOSAICS I remember / Beaver</b>			
34	Santoline Incana Silver	33	box of 48
35	Santoline Virens Green	4	box of 48
36	Althernanthera Red	39	box of 48
37	Alyssum Clear Chrystal White	10	box of 48
38	Fern Blechnum Sylver Lady	1	1 gallon pots
39	Lysimachia Numuralia Goldi	35	4 " pots
40	Darwin pink impression tulips (even years)	200	
41	Red emperor tulips (odd years)	200	

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GLNERITE BOUL. VALCARTIER



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- BAC EN PIERRE ÉCLAITÉ OU CIMENT 11'9" (R x L 180" = 1,80 m<sup>2</sup>)
- BAC EN PIERRE ÉCLAITÉ 9'7" x 10" (R x L 210" = 1,12 m<sup>2</sup>)
- BAC EN CIMENT REBORDE EN BOIS 34" x 24" (R x L 210" = 2,20 m<sup>2</sup>)
- BAC EN CÉDRES 34" x 24" (R x L 210" = 2,20 m<sup>2</sup>)
- BAC EN CÉDRES 30" x 18" (R x L 210" = 1,80 m<sup>2</sup>)
- PLATE BANDE (1 x 234,00 m<sup>2</sup> = 2,54 m<sup>2</sup>)
- HAIES DE CÉDRES QTE 8 - 8 = 84,88 m de longueur

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89	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
90	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
91	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
92	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
93	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
94	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
95	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
96	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
97	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
98	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
99	ÉNERGIE	INDICATEUR DE COUVERTURE	ON
100	ÉNERGIE	INDICATEUR DE COUVERTURE	ON

EMPLACEMENT FLEURAUX  
 VALCARTIER  
 QUÉBEC

LOCALISATION ET INFORMATION

PROJET / PROJECT  
 20190320

