



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

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

|   |  |
|---|--|
| <b>Title/Sujet</b><br>SNOW CLEARING, ICE CONTROL, LAWN MAINTENANCE & SPRING CLEAN-UP  |  |
| <b>Solicitation No./N. de l'invitation</b><br>20-58066  | <b>Date</b><br>6 October 2020          |
| <b>Solicitation Closes/L'invitation prend fin</b><br>at/à <b>14 :00</b><br>on/le 2 November 2020  | <b>Time Zone/Fuseau Horaire</b><br>ADT |
| <b>Address Enquiries To/Adresser demandes de renseignements à :</b><br>Carol Cooper<br>Telephone No./N. de téléphone : <b>(902)293-8053</b><br>Facsimile No./N. de télécopieur : <b>(902)426-9413</b> |  |
|   |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Proposal To:

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

Proposition aux:

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



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

## **Snow Clearing, Ice Control, Lawn Maintenance & Spring Clean-up**

### **1.0 PRESENTATION OF PROPOSALS**

- 1.1 You are invited to submit a Technical Proposal and of a Financial Proposal in two separate emails to fulfil the following requirement forming part of this Request for Proposals. One email **must** be clearly marked 'Technical Proposal' and the other email **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

### **2.0 SCOPE OF WORK**

- 2.1 To provide Professional Services for **Snow Clearing, Ice Control, Lawn Maintenance and Spring Clean-up** in accordance with the detailed Statement of Work attached as Appendix "A".

### **3.0 PERIOD OF CONTRACT**

- 3.1 NRC anticipates that the work will begin in **November 2020** and be completed by **March 31, 2023**.

There is an option to renew at NRC's discretion for two subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period(s).)

### **4.0 ENQUIRIES**

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 5 working days before the closing date. All queries must be in writing and queries received less than 5 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Carol Cooper  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-58  
Ottawa, Ontario K1A 0R6 Telephone: **902 293 8053**  
[carol.cooper@nrc-cnrc.gc.ca](mailto:carol.cooper@nrc-cnrc.gc.ca)

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be sent simultaneously to all bidders without identifying the source. All formal questions and answers will be distributed to all competing bidders unless such publication would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer distributed to all bidders.
- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written

confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

## **5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than 2:00 PM ADT, November 2, 2020, to the following **Contracting Authority**:

**Carol Cooper**

Contracting Authority, Procurement Services  
National Research Council Canada  
1411 Oxford Street,  
Halifax, NS B3H 3Z1 902 293 8053 carol.cooper@nrc-cnrc.gc.ca

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

- 5.2 Proposals must be emailed and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Email. It is the vendor's responsibility to obtain proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "D".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will only accept any proposal documents by electronic mail.
- 5.6 Proposals received after the closing date will not be considered. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.
- 5.8 If your bid is transmitted by electronic mail, the National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

## **6.0 INSURANCE**

- 6.1 The Contractor must have evidence of insurance – minimum of two (2) million dollars to be provided at contract award

## **7.0 REQUIRED SERVICE LEVELS**

- 7.1 Please refer to Specifications as outlined in Appendix A

## 8.0 **MANDATORY BIDDERS MEETING**

8.1 NRC has scheduled a Mandatory Bidders Meeting to visit the site, examine the scope of work required and existing conditions.

8.2 An information session and site visit is scheduled for October 14, 2020 commencing at 11:00 am at the National Research Council, 1 Artic Avenue, St. John's, NL. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. **NO EXCEPTIONS WILL BE MADE.**

\* Due to COVID-19, we are taking additional measures to protect you and our employees at the site visits.

- To allow NRC to prepare for the site visits, all proponents are asked to pre-register preferably 48 hours ahead of the job showing and identify their preferred site visit date. Please register by emailing Mr. Monty Fudge at [Monty.Fudge@nrc-cnrc.gc.ca](mailto:Monty.Fudge@nrc-cnrc.gc.ca)
- Proponents shall provide contact name, email and phone number of person attending.
- At the site visit, to limit contact and risks:
  - o The proponents will sanitize their hands at the hand sanitizing station.
  - o The proponents will be asked to sign the Attendance Form. It is the responsibility of all proponents to verify information on the Attendance Form.
  - o The site visits could take longer than usual, therefore anticipate a longer meeting duration.
  - o Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 metres) from others may not be possible at all times, therefore the use of NRC issued disposable face coverings to reduce the risk of transmission of COVID-19 is mandatory.
  - o The proponents shall not impede safe access to and from the facility.

8.3 As proof of attendance, at the site visit, the Project Authority will have an attendance form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance Form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be rejected as non-compliant.

## 9.0 **COST PROPOSAL**

9.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based. Please refer to the pricing matrix attached at Appendix "E".

- 9.2 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The HST shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of HST shall be disclosed and shown as a separate item.
- 9.3 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.
- 9.4 Bids will be evaluated based on the 3 year contract along with the 2 optional years.

## **10.0 CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 9.2 The method of selection will be the valid proposal with the lowest financial proposal.
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 Your proposal should contain the following statement:  
  
"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions - Services 2010 C (copy attached as Appendix "C") and any other special conditions that may apply.

## **11. CONFIDENTIALITY**

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

## **12.0 CRIMINAL CODE OF CANADA**

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

## **13.0 DEBRIEFINGS**

13.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

**14.0 T4-A SUPPLEMENTARY SLIPS**

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

**15.0 GOVERNMENT SMOKING POLICY**

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

**16.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

16.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

**17.0 GENERAL CONDITIONS**

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

**18.0 ADDITIONAL WORK**

18.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

**19.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

19.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

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

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

21.1 It is a term of the contract that:

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

**22.0 FORMER PUBLIC SERVANT**

22.1 Contracts with 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 with FPS, bidders must provide the information required below.

22.2 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.

**22.3 Former Public Servant in Receipt of a Pension**

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

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

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

22.4 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.

**22.5 Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

22.6 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 the Goods and Services Tax or Harmonized Sales Tax.

22.6 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 the Goods and Services Tax or Harmonized Sales Tax.



## **23.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

23.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **24.0 ENVIRONMENTAL CONSIDERATIONS**

24.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573> , for this solicitation:

- Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- The paper format of the offer / arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Offerors / suppliers are encouraged to offer goods and/or services certified to a reputable eco-label.
- Offerors / suppliers should use equipment that has high energy efficiency or produces low air emissions.
- Offerors / suppliers are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Offerors / suppliers are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Suppliers are encouraged to consult the following websites:  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

**25.0 INTEGRITY PROVISIONS**

25.1 By responding to this RFP, the Proponent is subject to the integrity provisions contained in the following documents:

- The Government of Canada’s *Integrity Provision*
- *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued
- *all related Directives related to the above policy in effect on that date*

25.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

25.3 In addition to all other information required in the procurement process, the Supplier **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

| <u>SURNAME</u> | <u>GIVEN NAME(S)</u> | <u>TITLE</u> |
|----------------|----------------------|--------------|
|                |                      |              |
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**26.0 ATTACHMENTS**

- Appendix "A" – RRPM Specifications Package
- Appendix "B" – Security Requirements Checklist
- Appendix "C" – General Conditions 2010C
- Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2007/06/01
- Appendix "E" – Pricing Matrix

**27.0 WORK LOCATION**

The normal location of work for this assignment will be the National Research Council Canada on Artic Avenue, St. John’s, NL.