

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la
santé publique du Canada

Attn: Jeremy Mallon

Email: Jeremy.mallon@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of 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 thereof.

Proposition à:
Agence de la santé publique du 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-annexées, au(x) prix indiqué(s).

Instructions : See Herein
Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Health Agency of Canada / Agence de la
santé publique du Canada
200, Eglantine Driveway
Tunney's Pasture
Ottawa Ontario K1A 0K9

Title – Sujet: Horticulture / Plant Care Services	
Solicitation No. – N° de l’invitation 1000222601	Date February 4, 2021
Solicitation Closes at – L’invitation prend fin à on / le – March 1, 2021 @ 2:00p.m.	Time Zone Fuseau horaire EST
F.O.B. - F.A.B. Plant-Usine:	Destination: Other-Autre:
Address Enquiries to: - Adresser toutes questions à : Name: Jeremy Mallon Email: Jeremy.mallon@canada.ca Telephone – téléphone : 613-371-3237	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form and any other annexes.

1.2 Summary

The Public Health Agency of Canada requires the provision of regular maintenance of approximately 125 indoor plants and trees at 1015 Arlington Street and approximately 12 indoor plants, in addition to a GSky Pro Wall (living green wall) at 745 Logan Avenue. The Scope of Work shall include, but not be limited to, the provision of all labour, material, equipment and supervision necessary to complete the work and perform the services as detailed herein on a weekly and as and when requested basis.

Some of the work will be on an as and when needed basis and will be called upon using Task Authorizations.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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.



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](#) (2020-05-28) 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 jeremy.mallon@canada.ca at the time and place indicated on the front page of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by e-post or facsimile will not be accepted.

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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

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

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

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 Manitoba.

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

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed server limitation.

Section I: Technical Bid electronic copy by email

Section II: Financial Bid electronic copy by email

Section III: Certifications electronic copy by email

Due to the nature of the bid solicitation, bids transmitted by e-post or facsimile will not be accepted.

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

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

- (a) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

Section III: Certifications

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

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 bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either "Yes" or a "No."

ATTENTION BIDDERS:			
Write beside each of the criterion the relevant page number(s) from your bid, which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (<i>indicate page #</i>)
MT1	<p>The Bidder must provide the name of one (1) qualified supervisor. The proposed supervisor must have a valid certificate in Horticulture from a Community College Graduation or other post-secondary institution or demonstrate in the proposed resource's CV that they have seven (7) plus years' experience in this industry.</p> <p>Provide CV of proposed supervisor clearly identifying how the proposed resource meets the above criteria and Provide copy of certificate if applicable.</p>		
MT2	<p>The Bidder must provide two (2) references for (2) separate projects for the proposed supervisor who can attest that the proposed supervisor has been responsible for projects of similar size and scope as described in the Statement of Work. Each reference must have the following information:.</p> <ul style="list-style-type: none"> a) Contact names b) Business names and previous position details c) Examples of work (details to include role, objectives and outcomes) d) Dates (MM/YYYY) e) Phone numbers and e-mail addresses if available <p>Canada reserves the right to contact client references to validate experience.</p>		
MT3	<p>The bidder must demonstrate that they can transport the plants without causing damage. The bidder must provide details on how they will successfully complete this task.</p>		
MT4	<p>The bidder must demonstrate that they are a GSKy authorized dealer or have experience maintaining a living wall system that is similar (using a panelized plant system, and operating</p>		



	<p>an automated irrigation and fertilization system control unit) with at least two (2) years of experience.</p> <p>Should the bidder not be an authorized GSKy dealer, they must demonstrate that they have undergone the training session provided by GSKy (approx. 1 hour via skype) and be registered for a three (3) month GSKy support period. The bidder should submit a detailed CV demonstrating their experience maintaining a similar living wall system. The CV must provide the following information:</p> <ul style="list-style-type: none">- Name and address of the client- Start and end date of the project- Brief description of the project- Contact information (name, phone number and/or email address) for the client <p>Proof of GSKy authorized dealer confirmation or completion of training session and registration for 3-month support period must be provided with bid submission.</p> <p>Canada Reserves the right to contact references to validate experience.</p>		
MT5	<p>The Bidder must provide two (2) qualified support personnel and demonstrate that they each have a minimum of two (2) years of professional experience (within the last five (5) years) in a role of similar size and scope as described in the Statement of Work.</p> <p>The Bidder must provide a resume for each proposed personnel clearly identifying how they meet the above stated criterion.</p>		
MT6	<p>The Bidder must provide two (2) references for the supporting personnel identified in MT5 who can attest to (2) separate projects of similar size and scope as described in the Statement of Work. Each reference must have the following information:.</p> <ul style="list-style-type: none">a) Contact namesb) Business names and previous position detailsc) Examples of work (details to include role, objectives and outcomes)d) Dates (MM/YYYY)		



	e) Phone numbers and e-mail addresses if available		
	Canada reserves the right to contact client references to validate experience.		

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – 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 Integrity declaration form available on the [Forms for the Integrity Regime](#) 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 specified 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 property agreement of the [Ineligibility and Suspension Policy](#) (<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.



PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Prior to contract award, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization



The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2 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.

7.2.1 General Conditions

[2010C](#) (2020-05-28) General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/Public Health Agency of Canada.



7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2023 inclusive.

Details on required service periods available in the Basis of Payment.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) 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 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.

7.5 Authorities

7.5.1 Contracting Authority

Name: Jeremy Mallon
Title: Procurement Officer
Address: Public Health Agency of Canada
200 Eglantine Driveway, Ottawa, Ontario K1A 0K9
Telephone: 613-371-3237
E-mail address: jeremy.mallon@canada.ca

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

7.5.2 Project Authority (to be identified at contract award)

The Project Authority for the Contract is:

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.



7.5.3 Contractor's Representative (to be identified at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

****this clause may be removed from the contract pending the results of the evaluation****

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

7.7 Payment

7.7.1 Basis of Payment – Scheduled Services

For the Work described the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit prices for a cost of \$_____ (insert the amount at contract award). Customs duties are excluded 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.

7.7.2 Basis of Payment – Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Method of Payment - Scheduled Services

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.



7.7.4 Method of Payment – Task Authorizations

Canada will pay the Contractor upon completion and delivery of the Work 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.

7.8 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. One copy must be forwarded to the Project Authority and to Hc.p2p.east.invoices-factures.est.sc@canada.ca for certification and payment.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 general conditions 2010C;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____

7.12 Insurance Requirements

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



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

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



ANNEX "A" - STATEMENT OF WORK

HORTICULTURE / PLANT CARE SERVICES

Scope

1. Introduction

The Public Health Agency of Canada requires the provision of regular maintenance of approximately 125 indoor plants and trees at 1015 Arlington Street and approximately 12 indoor plants, in addition to a GSky Pro Wall (living green wall) at 745 Logan Avenue. The Scope of Work shall include, but not be limited to, the provision of all labour, material, equipment and supervision necessary to complete the work and perform the services as detailed herein on a weekly and as and when requested basis.

1.1 Objectives of the Requirement

Maintain healthy indoor plants and trees as identified by the Project Authority.

1.2 Background and Specific Scope of the Requirement

The Canadian Science Centre for Human and Animal Health (CSCHAH) is unique in both Canada and the world. CSCHAH is recognized as a leading-edge facility in an elite group of centres around the world equipped with laboratories ranging from biosafety level 2 to level 4 designed to accommodate the most basic to the most deadly infectious organisms. It is the first high-containment laboratory in the world where both animal and human disease research are conducted within the same facility.

CSCHAH requires horticulture maintenance services that are reflective of the facility and its high level of excellence. Appearance is fundamental to the overall "world-class" image of the facility. As the main entry and cafeteria are the most visible areas within the CSCHAH, it is critical that all plant matters in these areas be maintained to the highest standards.

The JC Wilt Infectious Diseases Research Centre (JCWIDRC) is one of few laboratories in North America to receive LEED® Canada Gold, the second highest status for leadership in Energy and Environmental Design. LEED® is a rating system recognized as the international mark of excellence for green building in over 132 countries. The JCWIDRC, which serves as a hub for HIV research and diagnostics in Canada, features a GSky living green wall.

2. Requirements

2.1 Location

All work undertaken in accordance with this requirement will take place at, or on behalf of the Canadian Science Centre for Human and Animal Health (CSCHAH) at 1015 Arlington Street, Winnipeg, and at JC Wilt Infectious Diseases Research Centre (JCWIDRC) at 745 Logan Avenue, Winnipeg.

2.2 Tasks, Activities, Deliverables and Milestones

Unless otherwise specified, all instructions herein specify the duties and obligations of the Contractor.

2.2.1 Provide weekly maintenance of plants to ensure all plants present in a well-groomed and healthy appearance, free of dust, pests, disease and / or physical damage at all times, including trimming, spraying and monitoring the automatic watering system of the Living Wall at 745 Logan Avenues JCWIDRC.

2.2.2 Advise the Project Authority of product defect or damage.

2.2.3 Two (2) months prior to the expiration of the Contract, an inspection will be completed by the Project Authority. Following the inspection, a list of plants that are unsatisfactory, due to Contractor negligence, will be given to the Contractor. These



plants will be replaced within six (6) weeks at no additional cost to the Department. Replacement plants will be comparable in size to those being replaced.

2.2.4 A follow-up inspection will be made and final payment withheld until all deficiencies are corrected.

2.2.5 The Project Authority may request any of the following services on an as and when required basis. The contractor shall respond to such requests for service within two (2) calendar days of notification by the Project Authority.

2.2.6 Existing Services

- i. Protect and maintain existing active services.
- ii. Connect to existing services, with minimal disturbance to occupants and building operation.
- iii. Use existing services at no cost.
- iv. Normal access hours shall fall within 0700 hours to 1800 hours, Monday through Friday inclusive, excluding holidays. The building operation is 24 hours a day, 365 days a year.

2.2.7 Co-ordination and Protection

- i. Ensure that plants are not overgrown to the point where they are posing a health threat to staff i.e. Plants are not covering hand rails, or are not in any area impeding the safety of CSCHAH and JCWIDRC staff.
- ii. Execute work with minimal disturbance to occupants, public, and normal use of building. Make arrangements with the Project Authority to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
- iii. All movement of furniture is the Contractor's responsibility under the direction of the Project Authority. Laboratory equipment will require prior approval from the Project Authority prior to moving
- iv. Protect existing work from damage.

2.2.8 Site Safety

- i. All persons, including Contractor, sub-trades, suppliers, delivery services, etc. must wear Grade 1 or 2, CSA approved Safety Footwear and other safety equipment necessary when working in or moving through the related buildings. On occasion, the CSCHAH and JCWIDRC may have requirements above the minimum.
- ii. The Contractor must comply with Laboratory Bio-Safety Procedures and protocol which will be reviewed during the one day orientation at the start of the Contract.

2.2.9 Facility Access

- i. Only those employees whose names appear on the Contractor's approved list will be allowed access to the site under this Contract.
- ii. The Contractor and his/her employees must register with CSCHAH and JCWIDRC Security onsite when entering and leaving the facility to obtain and



return facility access pass. Valid photo identification must be provided to Security when registering into the building.

- iii. All keys and/or proximity cards entrusted to the Contractor and his/her employees for the fulfillment of this Contract must be returned to the security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the Project Authority.
- iv. The Contractor and their employees shall be subject to questioning and search of tools and supplies in relation to security matters by Project Authority designated security staff.

2.2.10 Products

- i. The Contractor must provide copies of the Material Safety Data Sheets (MSDS) for prior approval for any products used on the premises to the Project Authority.

2.2.11 Energy Conservation

Conserve energy and non-renewable natural resources with due regard for property protection, safety of workers and employees and overriding by-laws and regulations.

2.2.12 Meetings

Attend all meetings at site when notified by Project Authority.

2.2.13 Personnel

- i. The Contractor must provide adequate supervision to oversee the maintenance of ornamental live plants to guarantee maximum plant life and healthy appearance. Maintenance personnel must have undergone basic training in the care and maintenance of interior plants. The Project Authority or their designate must be informed of any changes in personnel.
- ii. The supervisor must have undergone satisfactory training in Horticulture, e.g. Community College Graduation or an equivalent number of years' experience in this industry (seven plus years), as this is considered fundamental in the qualification of a supervisor of plant maintenance procedures.

3. Required Resources or Types of Roles to be performed

3.1 Plant Care (see Appendix 1)

- 3.1.1 The Contractor must have available:
 - i. A fully operational year round facility for the storage, treatment, conditioning and handling of the plants.
 - ii. A temperature controlled panel vehicle capable of transporting plant material without crushing.
- 3.1.2 Irrigate as required to maintain an optimum level of soil moisture for the individual species. Water temperature should be 18° to 22° C. Check soil of each plant weekly with a good quality soil moisture metre to determine moisture requirements.



- 3.1.3 Remove weeds by physical means. Do not use herbicides.
- 3.1.4 At least once a month, clean foliage thoroughly by syringing or washing with room temperature water, so that they remain free of dust, dirt and residue. The use of plant shine materials are permitted only on the authority of the Project Authority. Keep inside of containers free of foreign materials. Keep exterior of containers clean and free of scuffs, dirt, etc.
- 3.1.5 Clean up thoroughly after any maintenance operation. Remove all debris.
- 3.1.6 Maintain plant nutrients at a level that assures optimum plant health, but not so high as to produce excessive growth. Determine and adjust feeding program as required following routine soil analysis. Use only soluble fertilizer.
- 3.1.7 Analyze the growing medium to determine pH and total soluble salts. Prevent over fertilizing.
- 3.1.8 Prune and maintain plants in an attractive and healthy condition. Make cuts flush, leaving no stubs. Remove dead and dying foliage.
- 3.1.9 Loosen surface soil to maintain good aeration and an attractive appearance. Cultivate without damaging ground cover or plant roots. Add additional soil mix where necessary to cover exposed roots.
- 3.1.10 Where plants are leaning or spreading, provide bamboo staking to straighten or control stems. Do not use wire fastening devices. Stakes and ties shall be as neat and inconspicuous as possible. Stakes shall not surpass the height of the plant.
- 3.1.11 Use new soil for all plants that need to be re-potted due to contamination or root deterioration.
- 3.1.12 Once a month, turn all plants that are in moveable containers in a 90° angle in a clockwise direction.
- 3.1.13 All pots at the CSCHAH shall be of the "META CLAD" (a pot with a metallic looking finish) variety. At the JCWIDRC all pots should match existing to the facility.
- 3.1.14 Two specifications apply for drainage, one relating to the inner pot and one to the outer container.
 - i. Pots – Must have a layer of clean 2 cm crushed stone. For pots 30.5cm in diameter and larger a 5cm deep layer is required. For pots smaller than 30.5cm, a 2.5cm deep layer is required.
 - ii. Container - A layer of clean 2cm crushed stone and hardwood charcoal chunks in equal proportions totaling 4cm deep in the bottom of the container.
- 3.1.15 Combat disease or pest infestation first by physical means. If chemical treatment is necessary, before application, remove the plant from the building to the Contractor's Facility to treat. On-site treatment is not permitted.
- 3.1.16 The Contractor is fully responsible for all precautionary measures when applying pesticides and must be licensed under Provincial Regulations governing application and safe use of pesticides when treating plant material.
- 3.1.17 Residual pesticides must not be used in any federal facility. The use of soaps are permitted only on the authority of the Project Authority.
- 3.1.18 A homogenous mixture of the following ingredients is required for planting medium:



- i. Six (6) parts of volume soil, one (1) part peat, one (1) part vermiculite, one (1) part surface and one (1) part coarse sand.
 - ii. Soil - fertile, friable loam with a high organic content. pH within the 6 to 7.5 range, capable of supporting healthy plant growth. Analyze soil and supply a copy of the report to the Project Authority. Total soluble salts not to exceed 30 PPM or a conductance of 800 Micromhos/CM.
- 3.1.19 Sanitize soil to eliminate plant pathogens.
- 3.1.20 If chemical sanitation is used, follow manufacturer's instruction and allow the necessary airing-out period.
- 3.1.21 Use Canadian sphagnum peat moss, free of foreign materials, brown in colour, sanitized with pH range of 4.5 to 6.0
- 3.1.22 Vermiculite - use medium horticultural grade of expanded mica with a neutral pH value.
- 3.1.23 Turface - use commercial argillite, regular grade calcined clay particles with a neutral pH value.
- 3.1.24 Sand - coarse grade, clean and washed with no fine particles.
- 3.1.25 Ensure the correct pH level of the mixture.
- 3.1.26 Supply, at the Project Authority's request, a soil analysis.
- 3.1.27 Replace, at no cost to the CSCHAH and JCWIDRC, plants which no longer possess good physical characteristics or fail to fulfill their aesthetic function and have deteriorated due to root loss, pest infestation and other conditions that, in the opinion of the Project Authority, are clearly the result of improper maintenance by the Contractor. Upon notification by the Project Authority, supply fully acclimatized replacement within four (4) weeks. Failure to do so will allow the purchase of replacements by the Project Authority from sources other than the Contractor and deduction of all costs from the Contractor's monthly payments.
- 3.1.28 Replacement of plant material damaged or deteriorated due to factors beyond the control of the Contractor must have written approval of the Project Authority, costs shall not exceed current market value. The Project Authority reserves the right to obtain replacement from sources other than the Contractor.
- 3.1.29 Where the Contractor must supply replacements at their own costs for plants which are directly planted in containers, the cost of the pots for double containerizing will be the responsibility of the Department and shall not exceed current market value. Double containerizing may be required to maintain an aesthetic uniformity with other plants in the facility.
- 3.1.30 Notify the Project Authority of plants to be removed or replaced.
- 3.1.31 All replaced plants will be true to type and display typical characteristics of the same species, unless alternative characteristics are specified by the Project Authority.
- 3.1.32 Both vegetative and root growth must reflect correct cultural practices. Plants must not be pot bound.

3.2 Living Wall care and maintenance (see Appendix 2)



The contractor will provide services, as needed to maintain the health and appearance of the GSKy Green Living Wall consisting of:

- 3.2.1 Plant health inspection and maintenance
- 3.2.2 Trimming should be done approximately every two weeks or as needed to maintain the visual appeal and health of plants.
- 3.2.3 Foliage cleaned as necessary.
- 3.2.4 Provide replacement of dead and unsightly plants at contractor's expense.
- 3.2.5 Inspect growth medium for erosion and for signs of break down on surface of the green wall and repair or replace as necessary.
- 3.2.6 Apply an integrated Pest and Disease Management Program utilizing green products, which will inspect for foliar pests and take preventative measures as necessary.

3.3 Living Wall irrigation and drainage inspection and maintenance (see Appendix 2)

- 3.3.1 Inspect moisture levels and adjust the irrigation system as necessary.
- 3.3.2 Deliver fertilizer as required through the irrigation system.
- 3.3.3 Inspect and test all components and zones in the irrigation system monthly. Adjust, repair or clean heads, valves, emitters, filters, timers, sensors and control systems for small leaks, and other minor repairs and report all findings to the Project Authority. The Contractor must notify the Project Authority when inspections and tests identify faulty or failing parts. Replacement parts will be procured and paid for by the Public Health Agency of Canada but installed by the Contractor.

Specifications and Standards

The Contractor must comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work. The Work is to be executed to meet or exceed the requirements of:

- i. [Laboratory Biosafety Guidelines;](#)
- ii. [Workplace Hazardous Materials Information System \(WHMIS\);](#)
- iii. [Canada Labour Code;](#)
- iv. Building specifications;
- v. In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent shall apply.
- vi. All of the above codes and standards in effect at time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Contract.

3.4 Technical, Operational and Organizational Environment

The Contractor's work will be coordinated under the direction of the Project Authority.

3.5 Method and Source of Acceptance



The Project Authority shall determine whether the work has been performed in accordance with the contract and whether the labour, materials, tools and equipment used in the execution of the work are adequate for the performance of the work.

3.6 Reporting Requirements

The Contractor must provide a monthly report to the Project Authority. The report may be sent by mail, email OR by updating a Horticulture Maintenance Log to be kept at each site and updated following each visit, to include details of the work completed such as, but not limited to:

- i. Any environmental condition such as humidity, temperature, excessive draft, etc., which is likely to affect plant health, and suggest appropriate corrective action. This action must be preceded by a telephone call if the situation is critical.
- ii. Missing plants or containers or damage done to either.
- iii. Any plant or container positioned where it is likely to receive accidental damage.
- iv. Plants that have been relocated by tenants and/or the Contractor.
- v. Any interference in the maintenance of plants by office staff including watering, pruning, dumping of coffee, etc.
- vi. Pest infestation; and
- vii. Removal of plants to Contractor's facility for the purposes of replacement or treatment of diseases and/or insect infestation.
- viii. Completed GSKy maintenance checklist monthly

When analyzing the growing medium to determine pH and total soluble salts and preventing over fertilizing, the Contractor must file copies of soil analysis and salinity reports in the Horticultural Maintenance Logs.

3.7 Project Management Control Procedures

The individual identified in the proposal as the Project Authority shall ensure the contract will be brought in on time, on budget and of an acceptable quality.

4. Other Terms and Conditions of the SOW

4.1 Public Health Agency of Canada Obligations

CSCHAH and JCWIDRC will supply:

- i. All heat, light, power, hot and cold water reasonably required for the work.
- ii. Provide the contractor with water of adequate pressure and flow to be delivered via the Living Wall's installed irrigation system.
- iii. Provide the contractor access to the Living Wall's irrigation system controls (Hunter Industries Inc. Model: ACC-1200 Controller) to effectively monitor and make changes and adjustments to the timing and scheduling of water being delivered to the plants.
- iv. Provide 12 hours of lighting for the Living Wall Plants.

4.2 Language of Work



Personnel assigned to this contract must be conversant in English.

4.3 Special Requirements

4.3.1 Building Policies

- i. All approved employees of the Contractor must attend an orientation session paid for by the Public Health Agency of Canada, on building policies. Subsequent orientation sessions will be available for new employees of the Contractor.
- ii. The Contractor and his/her employees must follow building policies and regulations including: fire evacuation, safety and hot works procedures, laboratory protocol, security requirements, and any directive issued from time to time by the Project Authority.
- iii. The CSCHAH and JCWIRDC are both LATEX FREE facilities. No latex gloves are permitted.
- iv. Due to the ongoing COVID-19 pandemic, on occasion, the CSCHAH and JCWIRDC may require the Contractor's representatives follow additional mandated health and safety measures prior to entering and while within Government of Canada buildings. These mandated practices will be communicated to the Contractor as they arise.

4.3.2 Use of Scents

The CSCHAH and JCWIRDC are both SCENT FREE facilities. The use of scented products is to be minimized. Contractor's employees are to be advised to limit the use of scented personal products (perfumes, aftershaves, etc.).

4.3.3 Personal Entertainment Devices

- i. All personnel shall refrain from wearing / listening to any personal entertainment device, or any other device that might limit hearing and vision in all laboratory and mechanical spaces. This includes, but is not limited to iPods or MP3 players.
- ii. Personal or Business-Related Portable Electronic Devices - all photos/video must be reviewed by the Manager of Security Operations, prior to being released. This applies to all areas of both the facilities.

4.3.4 No Smoking

- i. Respect the Government of Canada no smoking policy on these premises.

4.3.5 Publicity

- i. Do not list, publicize or use for business promotion purposes, the address of the work of this contract, the name of the facility, the Department or the Government of Canada.

4.3.6 Parking

- i. There is no available parking at 745 Logan Avenue location and vehicle owners are required to find alternative parking off site of the JCWIDRC.



- ii. Parking will be made available at 1015 Arlington Street for Contractors holding Contracts and Standing Offer Agreements with the CSCHAH. Only vehicles with proper signage, operated by a contractor who is on-site for facility related business, will be given parking. Contractors must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot.)
- iii. Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
- iv. Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
- v. There will be no parking in the fire lane, which is clearly marked with "No Parking" signs. Any vehicles parked in the fire lane will be subject to being towed at the owner's expense.
- vi. There will be no overnight parking or storage of a vehicle allowed.
- vii. Only block heaters are to be plugged into the electrical outlets.
- viii. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- iii. Unauthorized vehicles will be subject to tow at the owner's expense.



Appendix 1 – Plants at CSCHAH located at 1015 Arlington

There are currently 125 indoor plants and trees located at 1015 Arlington St, Winnipeg MB. Below are images of some, but not all, of the plants at this location.

Image 1

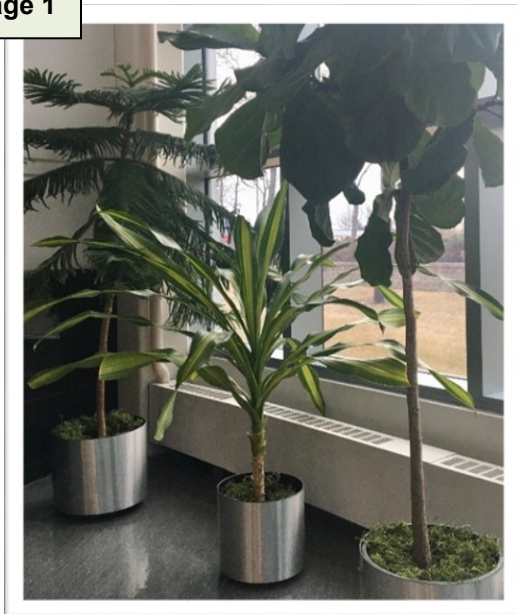


Image 2



Image 3





Image 4



Image 5



Image 6





Image 7



Image 8





APPENDIX 2 – LIVING WALL AT JCWIDRC LOCATED AT 745 LOGAN

There are currently 12 indoor plants located at 745 Logan Ave, Winnipeg MB, similar to the types shown in Appendix 1. The JCWIDRC also houses the GSKy Pro Living Wall. Images of the living wall and it's drainage / irrigation system are below:

Image 9



Image 10





Image 11



Image 12





ANNEX “B” - BASIS OF PAYMENT

1. SCHEDULED SERVICES

The Bidder must provide firm, all inclusive monthly rates as indicated below.

The Contractor hereby grants to Canada the irrevocable option to extend the period of the Contract by up to three (3) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable terms set out in the Basis of Payment.

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

1.1 Initial Contract Period

1.1.1 For a one year period from Contract Award to 31 March 2022

Item #	Description	Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 1015 Arlington Street location	12	Month	\$	\$
2	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 745 Logan Avenue Location	12	Month	\$	\$
3	Firm all inclusive monthly service rate as per Annex A, Statement of Work for the maintenance of the Living Wall	12	Month	\$	\$
Subtotal A (sum items 1-3)					\$

1.1.2 For a one year period from 01 April 2022 to 31 March 2023

Item #	Description	Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 1015 Arlington Street location	12	Month	\$	\$
2	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 745 Logan Avenue Location	12	Month	\$	\$
3	Firm all inclusive monthly service rate as per Annex A, Statement of Work for the maintenance of the Living Wall	12	Month	\$	\$
Subtotal B (sum items 1-3)					\$

1.2 Option Periods

1.2.1 Option Year One: 01 April 2023 to 31 March 2024

Item #	Description	Quantity	Unit of Issue	Unit Rate	Extended Rate
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1	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 1015 Arlington Street location	12	Month	\$	\$
2	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 745 Logan Avenue Location	12	Month	\$	\$
3	Firm all inclusive monthly service rate as per Annex A, Statement of Work for the maintenance of the Living Wall	12	Month	\$	\$
Subtotal C (sum items 1-3)					\$

1.2.2 Option Year Two: 01 April 2024 to 31 March 2025

Item #	Description	Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 1015 Arlington Street location	12	Month	\$	\$
2	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 745 Logan Avenue Location	12	Month	\$	\$
3	Firm all inclusive monthly service rate as per Annex A, Statement of Work for the maintenance of the Living Wall	12	Month	\$	\$
Subtotal D (sum items 1-3)					\$

1.2.3 Option Year Three: 01 April 2025 to 31 March 2026

Item #	Description	Quantity	Unit of Issue	Unit Rate	Extended Rate
1	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 1015 Arlington Street location	12	Month	\$	\$
	Firm all inclusive monthly service rate as per Annex A, Statement of Work – 745 Logan Avenue Location	12	Month	\$	\$
	Firm all inclusive monthly service rate as per Annex A, Statement of Work for the maintenance of the Living Wall	12	Month	\$	\$
Subtotal E (sum items 1-3)					\$

2. AS AND WHEN REQUIRED SERVICES

The Project Authority will provide the Contractor with a description of the work required and the Contractor must provide the Project Authority with an estimate of the cost of performing the specified work in accordance with the pricing provision of Pricing Schedule 2. The estimated cost provided must not be exceeded without the specific written authorization of the Project Authority.



The estimated quantities provided below are based on previous history and forecasted usage of this proposed Contract. The quantity of goods and the level of services specified in Pricing Schedule 2 are only an approximation of the requirements given in good faith and does not represent an agreement by the Crown.

2.1 PRICING SCHEDULE 2:

2.1.1 For a one year period from Contract Award to 31 March 2022

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
A	LABOUR: Firm Hourly Rates per qualified personnel for work outside the Scheduled Services identified in Pricing Schedule 1 above:				
1	During Regular Working Hours (Monday - Friday)	10	Hour	\$	\$
2	Outside Regular Working Hours (Monday - Friday)	2	Hour	\$	\$
3	Outside Regular Working Hours (Weekends & Statutory Holidays)	2	Hour	\$	\$
4	MATERIAL AND REPLACEMENT PARTS: shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC.	500.00	\$	\$	\$
Subtotal F (sum Items 1 to 4)					\$

2.1.2 For a one year period from 01 April 2022 to 31 March 2023

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
A	LABOUR: Firm Hourly Rates per qualified personnel for work outside the Scheduled Services identified in Pricing Schedule 1 above:				
1	During Regular Working Hours (Monday - Friday)	10	Hour	\$	\$
2	Outside Regular Working Hours (Monday - Friday)	2	Hour	\$	\$
3	Outside Regular Working Hours (Weekends & Statutory Holidays)	2	Hour	\$	\$
4	MATERIAL AND REPLACEMENT PARTS: shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC.	500.00	\$	\$	\$
Subtotal G (sum Items 1 to 4)					\$



2.1.3. Option Year One: 01 April 2023 to 31 March 2024

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
A	LABOUR: Firm Hourly Rates per qualified personnel for work outside the Scheduled Services identified in Pricing Schedule 1 above:				
1	During Regular Working Hours (Monday - Friday)	10	Hour	\$	\$
2	Outside Regular Working Hours (Monday - Friday)	2	Hour	\$	\$
3	Outside Regular Working Hours (Weekends & Statutory Holidays)	2	Hour	\$	\$
4	MATERIAL AND REPLACEMENT PARTS: shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC.	500.00	\$	\$	\$
Subtotal H (sum Items 1 to 4)					\$

2.1.4 Option Year Two: 01 April 2024 to 31 March 2025

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
A	LABOUR: Firm Hourly Rates per qualified personnel for work outside the Scheduled Services identified in Pricing Schedule 1 above:				
1	During Regular Working Hours (Monday - Friday)	10	Hour	\$	\$
2	Outside Regular Working Hours (Monday - Friday)	2	Hour	\$	\$
3	Outside Regular Working Hours (Weekends & Statutory Holidays)	2	Hour	\$	\$
4	MATERIAL AND REPLACEMENT PARTS: shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC.	500.00	\$	\$	\$
Subtotal I (sum Items 1 to 4)					\$



2.1.5 Option Year Three: 01 April 2025 to 31 March 2026

Item #	Description	Estimated Quantity	Unit of Issue	Unit Rate	Extended Rate
A	LABOUR: Firm Hourly Rates per qualified personnel for work outside the Scheduled Services identified in Pricing Schedule 1 above:				
1	During Regular Working Hours (Monday - Friday)	10	hour	\$	\$
2	Outside Regular Working Hours (Monday - Friday)	2	hour	\$	\$
3	Outside Regular Working Hours (Weekends & Statutory Holidays)	2	hour	\$	\$
4	MATERIAL AND REPLACEMENT PARTS: shall be charged at the Contractor's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC.	500.00	\$	\$	\$
Subtotal J (sum Items 1 to 4)					\$



ANNEX “C” – INSURANCE REQUIREMENT

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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.



ANNEX "D" - TASK AUTHORIZATION FORM

Contract Number:			
Task Authorization (TA) No. / PO Number:			
TA Validity Period:		Start:	End:
Financial Coding:			
Contractor's Name and Address			
Original Authorization			
Total Estimated Cost of Task (GST/HST extra) before any revisions:			
TA Revisions Previously Authorized (as applicable)			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
New TA Revision (as applicable)			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):		
Total Estimated Cost of Task (GST/HST extra) after this revision:			
Contract Security Requirements (as applicable)			
This task includes security requirements.			
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			



Required Work
SECTION A - Task Description of the Work required
SECTION B - Applicable Basis of Payment
SECTION C - Cost Breakdown of Task
SECTION D - Applicable Method of Payment

Authorization
By signing this TA, the Project Authority certifies that the content of this TA is in accordance with the Contract.
Name of Project Authority _____
Signature _____ Date: _____
Contractor's Signature
Name and title of individual authorized to sign for the Contractor _____
Signature _____ Date _____