



**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-58
Ottawa, Ontario
K1A 0R6
Bid Fax: (613) 991-3297

NOTE

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).



Title/Sujet EXTERIOR GROUNDS MAINTENANCE MANAGEMENT SERVICES	
Solicitation No./N. de l'invitation 21-58008	Date 22 June 2021
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le 3 August 2021	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Collin Long Telephone No./N. de téléphone : (613)993-0431 Facsimile No./N. de télécopieur : (613)991-3297	

Instructions: See Herein

Instructions: Voir aux présentes

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

1.0 **PRESENTATION OF PROPOSALS**

You are invited to submit **one** electronic Technical Proposal and **one** electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **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 This request for Proposal RFP is to provide Exterior Grounds Maintenance Management Services in accordance with the detailed Statement of Work attached as Annex "A".

3.0 **PERIOD OF CONTRACT**

3.1 The contract will be valid for a period of 3 years from the date of award and can be renewed at the sole discretion of the NRC as follows:

- Option 1 - Two additional consecutive years;
- Option 2 - One additional year; and
- Option 3 - One additional year

4.0 **MANDATORY SITE VISIT**

It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend. The site visits will be held on July 7th and July 8th, 2021 at 9:30am. Meet Leo Bourque at Building U-62, Main Entrance, 1935 Research Road Ottawa, ON. Bidders who, for any reason, cannot attend one of the specified dates and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **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 Oxana Ivanova at Oxana.Ivanova@nrc-cnrc.gc.ca. Bidders 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.

- The proponents will be asked to sign the Attendance Form. It is the responsibility of all proponents to verify information on the Attendance Form.
 - The site visit will proceed with a maximum of four (4) proponents at a time. Each group will have approximately 20 minutes to review the site. The site visit will continue with the next group of four (4) proponents until each one has had a chance to review the site.
 - The site visits could take longer than usual, therefore anticipate a longer meeting duration.
 - Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 meters) 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.
 - The proponents shall not impede safe access to and from the facility.
- Depending on the anticipated amount of pre-registration, the NRC may decide to schedule time slots for every group of four (4) proponents. The time slot for your site visit will be confirmed by the NRC Departmental Representative by email upon pre-registration. That time will supersede the site visit meeting time specified above.
 - Proposals submitted by bidders who have not attended the site visit or failed to submit their identification and contact information at the site visit will be deemed non-responsive.

5.0 **ENQUIRIES**

- 5.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Collin Long

Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-58
Ottawa, Ontario K1A 0R6

Collin.Long@nrc-cnrc.gc.ca

- 5.2 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 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 made available through the Open Bidding System (OBS) to all bidders.

- 5.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 5.4 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.

6.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 6.1 Proposals must be delivered by email no later than 2:00 PM EDT, **3 August 2021**, to the following **Contracting Authority**:

Collin Long
Contracting Authority, Procurement Services

Collin.Long@nrc-cnrc.gc.ca

****The maximum file size that NRC can receive in a single email is 10MB****

****Bidders are urged to send their proposals well before the bid closing time****

Proposals must not be sent directly to the Project Authority

- 6.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **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.**
- 6.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Annex "C"**.
- 6.4 The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 6.5 All submitted proposals become the property NRC.

7.0 **EVALUATION CRITERIA**

- 7.1 Proposals will be assessed using the evaluation criteria as stated in **Annex "A" Section 4.10 – Proposal Evaluation**. Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

8.0 **COST PROPOSAL**

- 8.1 The cost proposal must be as per **Annex “A” Section 5 – Pricing Matrix, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. All rates must be in CAD.
- 8.2 It is anticipated that the work will take place in the National Capital Region (NCR). The fixed price quotation must include all costs required to perform the work. NRC will not reimburse the contractor for travel.
- 8.3 **GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST):** The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 8.4 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.

9.0 **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 Selection of the successful bidder will be on the basis of combined technical merit and financial rating to determine the best overall value. The method of selection will be highest combined Technical Rating (70%) and Price (30%) with a passing mark of 75%. NRC reserves the right to enter into negotiations with the successful bidder(s) prior to contract award on any and all aspects of its offer. Refer to **Annex “A” Section 4.9 – Evaluation Method**
- 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 – 2035 – General Conditions Services (copy attached as Annex "B") and any other special conditions that may apply.

10.0 **SECURITY LEVEL**

10.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.

Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Annex "D".

11.0 **SECURITY**

11.1 Bid Security is required and must be submitted in one of the following forms:

- i) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
- ii) a bid bond.

11.2 Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.

11.3 Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid bond or E-bond Security must be in the ORIGINAL form. PDF via email is acceptable. **FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.**

11.4 The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish EITHER:

- i) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.

11.5 Bonds must be in an approved form and from the companies whose

bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-58, Montreal Road, Ottawa, Ontario, K1A 0R6.

12.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

12.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property.

13.0 CONFIDENTIALITY

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

14.0 CRIMINAL CODE OF CANADA

14.1 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.

15.0 DEBRIEFINGS

15.1 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.

16.0 T4-A SUPPLEMENTARY SLIPS

16.1 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.

17.0 GOVERNMENT SMOKING POLICY

17.1 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.

18.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

18.1 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.

18.2 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.

19.0 GENERAL CONDITIONS

19.1 The General Conditions 2035 entitled General Conditions Services and attached as Annex "B" form part of this Contract.

20.0 PROGRESS REPORT

20.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

21.0 ADDITIONAL WORK

21.1 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.

22.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

22.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment 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.

23.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

23.1 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.

24.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

24.1 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.

25.0 **FORMER PUBLIC SERVANT**

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

26.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

26.1 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

27.0 **ENVIRONMENTAL CONSIDERATIONS**

27.1 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-qlr-eng.html>

28.0 **INTEGRITY PROVISIONS**

28.1 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*

28.2 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>

28.3 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).

SURNAME	GIVEN NAME(S)	TITLE

ATTACHMENTS

Annex "A" - Detailed Statement of Work

- Appendix “A” – Contractor Equipment Listing
- Appendix “B” – Maintenance Activity Report Samples
- Appendix “C” – Contractor Designation
- Appendix “D” – The Property Boundaries and the Facilities, Grounds, Parking and Road Surface Found on the Grounds
- Appendix “E” - Forms

Annex “B” – General Conditions 2035 – General Conditions Services

Annex “C” – Standard Instructions

Annex "D" – Security Requirements Check List (SRCL)

ANNEX A - STATEMENT OF WORK FOR EXTERIOR GROUNDS MAINTENANCE MANAGEMENT SERVICES

Research and Lester Road Campuses and 709 Greenbank Road, Ottawa, Ontario

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DEFINITIONS

"Buildings" Permanent structures located on the three sites included in this Scope of Work.

"Client" Research Centre, Branches, and Programs to whom RPPM provides facilities management services.

"Contract" Contract for services or National Research Council Purchase Order that will be issued to formalize with the successful Proponent through the negotiation process with the NRC based on the proposal submitted and is to be incorporated by reference the Request for Proposals, Specifications, and Drawings, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the NRC.

"Contracting Authority" The primary contact for the purposes of this RFP.

"Contractor" The person(s) firm(s) or corporation(s) selected by the NRC to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Proponent" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

"Customer" Real Property and Planning Management (RPPM)

"HST" The Harmonized sales tax.

"NRC" The National Research Council Canada.

"Operating hours" The NRC's regular business hours from 8:00 a.m. to 4:00 p.m. Monday to Friday excluding Statutory Holidays, Easter Monday, Remembrance Day and the NRC December shutdown, usually the period from noon, December 24 to January 2 of each year.

"Property" The properties, buildings or facilities managed, owned or leased by the NRC listed in Appendix D.

"Proponent" The responder to this Request for Proposals.

"Proposal" The submission by the Proponent.

"Purchase Requisition" The document used by RPPM referencing the services/work to be performed on behalf of RPPM by the Contractor.

"RFP" "Request for Proposals" The complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

"RPPM" Real Property and Planning Management Branch of the National Research Council of Canada

"RPPM Project Authority" The representative designate of RPPM with authorized authority to enforce or influence behaviours or actions under the terms of this RFP.

"Services" The services, activities, operations, tasks, duties, work and undertakings of the Contractor and any sub-contractors required to perform such services, but not limited to, the provision of materials, equipment, tools, personnel, the required supervision, consultation and incidental support.

"Snow and Ice Control" Maintenance required to clear and remove any snow and control any ice from all designated assets, including, but not limited to, roadways and parking lots, sidewalks and building entrance ways, to ensure, at all times workers, visitors and guests safety.

"Structural and Aesthetic Maintenance Pruning" Pruning and trimming activities that are related to the appearance and the development of a structurally sound branch system in an effort to control the size and long-term health of a shrub or tree. It includes crown/canopy thinning, directional or formative pruning, creation of new vistas, crown reduction.

"Sub-contractor" Any sub-contractor, supplier, vendor or agent providing services and/or materials to the Contractor for the purposes of performing the services specified in this RFP.

"Supply" "Provide" shall mean supply and pay for and provide and pay for.

"Shall" "Must" "Will" "Mandatory" A requirement that must be met.

"Waste/ Cleaning Operations" The pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquid), and general cleaning of assets within the scope of this Contract.

"Work" shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

Section 1 General Requirements

1.1 Background

The National Research Council has three properties comprised of a mix of open space and hard surfaces with numerous buildings. Appendix "D" shows the property boundaries and the facilities, grounds, parking and road surfaces found on the grounds.

1.2 Scope of work

The Contractor will be required to provide a range of grounds maintenance and exterior landscaping services for the National Research Council Canada (NRC) as detailed herein.

The Contractor will provide for all supplies including tools, equipment and vehicles including any associated repair costs, materials, products required to deliver services. This includes any sub-contracted services costs related to the delivery of service. The contractor is also required to ensure his staff is provided with uniforms for identification of contractor personnel. The fixed and periodical Works specified in this Statement of Work (SOW) must be carried out in accordance with the SOW and to the satisfaction of the National Research Council.

In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the National Research Council, must take care and not inconvenience the business activities of the NRC personnel, clients and visitors.

1.2.1 The work under this contract covers the complete grounds maintenance management requirements for the National Research Council of Canada at the following sites:

- Uplands Drive Campus, 1920 Research Private, Ottawa, Ontario, K1V 1J8
- Center for Surface Transportation and Technology, 2320 Lester Road, Ottawa, Ontario, K1V 1S2
- Building U-99, 709 Greenbank Road, north of Fallowfield Road, Ottawa, Ontario K2G 0G4

1.2.2 The grounds maintenance management requirements shall include but not be limited to the following:

- Spring clean up
- Turf maintenance
- Vegetation control
- Sweeping and Flushing of Parking lots and Roadways
- Sweeping of Pedestrian walkways
- Tree maintenance
- Shrub and Hedge maintenance

- Planting and maintenance of flowers (annuals & perennials)
- Litter/Waste Operation
- Snow Cleaning/Removal
- Snow and ice control
- Fall clean up

1.3 Work Plan and Schedule

1.3.1 The contractor, 15 days after award of contract, shall submit a draft schedule for the grounds maintenance management (both summer & winter operations) requirements to the RPPM Project Authority for approval indicating the following:

- Approximate start-up time for each item, duration of time
- Number of staff and equipment
- Proposed items of work

1.3.2 The contractor shall execute the grounds maintenance management requirements as described in this specification in a timely manner.

1.3.3 The RPPM Project Authority reserves the right to modify the schedule and dictate the specific order in which the activities are carried out and may prioritize them by activity and by site.

1.3.4 The contractor shall attend monthly site meetings with the RPPM Project Authority for the duration of this contract.

1.4 Permitted Use of NRC Facilities

The Contractor, **shall not** without written approval by the RPPM Project Authority use any part or parts of a facility or grounds for storage of equipment, materials or personal use.

1.5 Staffing

1.5.1 Demonstrate competence, experience, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.

1.5.2 Identify on the organization chart the senior person of the Contractor's Management Team who will act as the prime point of contact with the RPPM Project Authority.

1.5.3 Identify a Site Supervisor who has the relevant experience in projects of similar size, scope and complexity to meet the day to day requirements as described in the RFP.

1.5.4 Identify all key on-site personnel reporting directly to the Site Supervisor including a back-up for the position of the Site Supervisor

1.5.5 Contractors must provide all necessary personnel information for key positions identified and provide the required CV's and certifications.

1.5.6 Demonstrate competence, experience, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.

NOTE: Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

1.5.7 The Contractor must ensure that the following requirements are met and maintained by their employees for the duration of the term of the Contract:

- Site Supervisor- at least five (5) years' experience in the following; landscape and civil maintenance, snow and ice control, and waste operations;
- Field Employees - at least three (3) years in summer and winter maintenance and qualifications to operate various equipment;
- Seasonal workers must be supervised at all times by experienced employees;
- The Contractor shall ensure that it is able to demonstrate at any time to the RPPM Project Authority that it meets the experience and proficiency requirements set out above by providing any proof of certification or work experience for all its employees

1.6 Experience and Competency for Similar Work

1.6.1 Demonstrate skills and experience on similar contracts where the Contractor was responsible for the management of contracts of similar scope and size within the past seven (7) years and which are relevant to this requirement.

1.6.2 Provide three (3) relevant business references which you previously have or are presently working for.

1.6.3 Complete the Table 1 – “Relevant Contract Information” found in Section 4, to provide basic information for each relevant contract/assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.

1.6.4 Demonstrate that the contracts offered as examples are linked to as many of the key personnel proposed as part of the Contractor's Management Team. Contractors must describe the nature of the contributions of the proposed personnel.

- 1.6.5 Describe the stability of the workforce on these projects and the turnover rate of personnel on these projects.
- 1.6.6 A minimum of three contracts of similar scope and nature shall be described. However, Contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience and qualifications of the Contractor and of the proposed team. References may be contacted.

1.7 Vehicles and Equipment

- 1.7.1 All vehicles and/or equipment shall be kept in a clean and presentable condition and meet provincial safety standards.
- 1.7.2 All vehicles and/or equipment shall be identified with suitable markings representing the company.
- 1.7.3 Equipment and tools identified to be employed for the execution of this contract shall upon request be made available to the RPPM Project Authority for inspection. Missing, unsuitable or broken tools and equipment may result in stoppage of work or a cancellation of this contract.
- 1.7.4 Equipment repairs shall be performed at the contractor's own time and expense.
- 1.7.5 The Contractor must submit along with his tender a list of equipment it owns, rents or leases and is available to fulfill the terms and conditions of the Contract. Only equipment that is appropriate for the work will be acceptable as determined by the RPPM Project Authority. See Appendix A – “Contractor Equipment Listing”.

1.8 Hours of Work

- 1.8.1 For the purpose of this contract normal working hours shall be from 7:00 AM to 4:00 PM daily, Monday to Friday, excluding Statutory Holidays (Easter Monday, Remembrance Day, and NRC’s December Shutdown, usually the period of noon December 24 to January 2 of each year. The contractor is expected to have operations in place to deal with conditions requiring personnel to perform snow and ice control seven days a week at all times.
- 1.8.2 Requirements for operations outside of the normal hours identified above are specified under Section 2.
- 1.8.3 Obtain the RPPM Project Authority's approval to do grounds maintenance work outside or regular working hours.
- 1.8.4 Contractor shall provide full service at all facilities during the Ontario Provincial Regulated holiday “Family Day” during the month of February of each year of the contract.

1.9 Grounds Maintenance Log and Key Activity Schedule

- 1.9.1 Keep a daily maintenance log for each site/area throughout this contract. Maintenance log shall be reviewed with the RPPM Project Authority at monthly site inspection meeting or when requested.
- 1.9.2 Maintenance log and/or the Key Activity Schedule should include in detail activities carried-out; date and approximate time for start-up to completion of each activity. See the sample of the Activity logs in Appendix B “Maintenance Activity Report Sample”
- 1.9.3 Record locations of pest and weed infestation problems. Inform the RPPM Project Authority at the earliest convenience.
- 1.9.4 The Grounds Maintenance log sheet must be signed weekly by the RPPM Project Authority and/or his designate.

1.10 Performance

- 1.10.1 The contractor shall work expediently, so as not to encumber the site with excess materials, equipment or manpower.
- 1.10.2 The contractor must notify the RPPM Project Authority twenty- four (24) hours in advance prior to commencing with work which will impact site operations
- 1.10.3 Should the contractor not perform to the standards outlined in this specification and/or as directed by the RPPM Project Authority, a warning will be issued by the Manager in writing. Should the contractor receive 3 warnings he will be asked to attend a performance review meeting.
- 1.10.4 All work shall be executed in accordance with existing Municipal, Provincial and Federal regulations and by-laws. The contractor and his staff shall have knowledge of applicable codes, regulations and by-laws including WHMIS, the Occupational Health and Safety Act, the Canadian Labour Code and the Pesticides Act, latest editions.

1.11 Monitoring and Evaluation

- 1.11.1 The Contractor must identify a supervisor and/or foreman who shall be equipped with a cellular phone and a digital camera and be available to take all calls from the NRC, 24 hours a day, seven days a week for the duration of the Contract (note: supervisor “availability” does not entail “on-site availability” 24 hours a day, seven days a week).
- 1.11.2 The Contractor shall ensure that all sites included in this Contract are visited, inspected and assessed by the Supervisor or by any other staff at least once daily, especially during weather occurrences regardless of day of the week or holidays for the duration of the Term. The results of these daily site visits (including all observations, Work requirements, etc.) are to be logged in a written form and kept at the Contractor’s place of business.

1.11.3 The RPPM Project Authority may, at any time during Business Hours and without advance notice to the Contractor, request to view the logbook in part or in whole. Refusal to grant access to the requested documentation and/or failure to produce the relevant daily log reports requested (i.e.: specific dates) within two (2) hours of the request by RPPM Project Authority may constitute a failure to deliver services entitling the NRC to exercise the rights and remedies within the Contract.

1.12 Safety and Protection

1.12.1 The Contractor agrees to perform all work outlined in the Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, municipal, provincial, federal or other legal requirements including but not limited to, full compliance with the terms of the applicable O.H.S.A. Safety Orders at all times so as to protect all people, including the NRC and Contractor's employees, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

1.12.2 The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by Federal and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.

1.12.3 In the event that any unsafe property condition or equipment take interim remedial action and immediately notify the RPPM Project Authority and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.

1.12.4 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The RPPM Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to supply suitable replacement equipment at its own costs.

1.12.5 Protection Equipment: appropriate personal protective equipment must be provided by the Contractor and used while executing the required work. Such equipment shall conform to the latest industry standards and be in good repair. Any personal protective equipment not in good repair must be replaced immediately. Safety cones or safety barriers must be used as required to identify obstructions or other unsafe conditions at the work site. The Contractor is responsible for the supply and installation of all signage, protection and barriers required to execute their work in a safe and secure manner.

1.12.6 Accident Reporting: All accidents or injuries occurring on the NRC work site must be reported and documented to the RPPM Project Authority immediately.

1.12.7 Other Safety Issues: The Contractor is requested to immediately report to the RPPM Project Authority any safety issue that may affect their staff in the performance of their work. The Contractor will be responsible for the health and safety of his workers, sub-contractors and vendors as regulated by Federal, Provincial and Municipal Act and regulations.

1.13 Workplace Safety Insurance Board Coverage

1.13.1 The Contractor shall be in good standing with Workplace Safety Insurance Board of Ontario.

1.13.2 The successful Contractor shall submit to RPPM at the time of entering into the Contract, within seven days after so being notified, and every sixty days thereafter, a certificate of clearance from the Workplace Safety and Insurance Board of Ontario (WSIB). Such clearance certificates shall indicate that the Proponent and any prior approved sub-contractor(s) have complied with the requirements of the WSIB and are in good standing with the Board. WSIB coverage must be maintained throughout the contract period.

1.13.3 RPPM may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

1.13.4 Please identify your WSIB account number# _ _ _ _ _

1.14 Occupational Health and Safety Act

1.14.1 Contractors shall note that should the provisions of the "Ontario's Occupational Health and Safety Act" apply to the services to be provided under a contract resulting from the RFP, all of the responsibilities and obligations imposed upon the "Owner" under this Act must be assumed by the Proponent and/or sub-contractor(s). All costs for services/materials required to fulfill these obligations shall be assumed to be included in the contract price. Should the NRC become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities where so warranted, work could be suspended or terminated without cost to the NRC.

Contractor to include, as part of its submission, a signed copy of Appendix C - Contractor Designation.

- 1.14.2 All accidents or incident must be investigated and reported to the RPPM Project Authority or a designate. All accidents reported to the Ministry of Labour must also be reported immediately to NRC. A formal initial written report is due 24 hours after each incident. A complete report is also to be submitted upon completion of each investigation.
- 1.14.3 The Contractor is responsible for having licensed to occupy designated space or equipment left on premise secured in accordance with the Ontario Occupational Health and Safety Regulations and to perform the work so that there is no risk of danger or hazard to the staff, NRC employees or the public at any time during the progress of the work until completion.
- 1.14.4 The tasks required under this Contract are performed on a vast area that includes roads, sidewalks, pathways, compounds, fields and natural spaces. It is in this environment that the Contractor's employees must work, sometimes at night, in remote or isolated places and in difficult climatic conditions (namely extreme heat or cold) using specialized Equipment.
- 1.14.5 The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools and equipment necessary to allow them to perform the tasks assigned to them.
- 1.14.6 The Contractor shall provide its employees with appropriate communication equipment.
- 1.14.7 The Contractor shall inform its employees and subcontractors about known or foreseeable risks inherent in the tasks assigned to them and establish the necessary control measures.
- 1.14.8 The Contractor must at all times ensure supervision, methods and training is in place to ensure the occupational health and safety of its employees and the subcontractors it hires under this Contract. The Contractor must offer its employees satisfactory occupational health and safety conditions.

As part of this Contract, the following is a list of activities that include but is not limited to representing known and/or foreseeable inherent risks associated with the typical Work performed on the lands:

- Using heavy machinery on terrain (overturning, crushing, launching of projectiles, back injury, etc.);
- Using dangerous chemical products such as pesticides, herbicides, fungicides, solvents, paint, gas, oil, cleaning products, de-icing agents (eye and skin irritation, respiratory problems or long-term health effects);
- Road cleaning or clearing with moving machinery (collision with a vehicle, cyclist, pedestrian, etc.);

- Working with mechanical equipment (being crushed);
- Handling of contaminated waste such as animal excrement, syringes and condoms (infection, disease, etc.);
- Working with contaminated soil (health impacts);
- Working in difficult climatic conditions (sunstroke, dehydration, hypothermia, sunburn, chilblains, etc.);
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working at night (falls, physical assault, illegal activities such as drug use);
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Walking on rugged terrain (falls, dislocations, fractures, etc.);
- Insect or animal bites (injuries, allergic/immune reactions or to toxins, rabies, West Nile virus, encephalitis, etc.);
- Reaction to plant allergens and toxins (hay fever, poison ivy, Western poison oak, etc.);
- Performing exhausting physical Work (back injuries, cardio-vascular ailments, etc.).

1.15 Inspection and Verification of the Work

- 1.15.1 Inspections of all or part of the Contractor's activities will be performed by the RPPM Project Authority or designate on a regular basis.
- 1.15.2 The inspections will focus on the effectiveness, the quality and the reliability of the service provided as well as on the adherence to applicable regulations, specifications, standards and procedures.
- 1.15.3 Should the inspection reveal any deficiency or abnormal conditions of the work or services, the Contractor and if needed, the Subcontractor shall attend the site to demonstrate the quality of the work and/or performance of the equipment or system to the satisfaction of the RPPM Project Authority.
- 1.15.4 Any work or service that has been rejected as failing to conform to the contract requirements shall be promptly replaced, repaired, or re-executed by the Contractor to the satisfaction of the RPPM Project Authority.

1.15.5 Monthly meetings will be scheduled and will be used to discuss the status of work and performance issues, provide feedback to the Contractor, review work schedules, propose corrective measures and monitor the overall performance of the contract to meet RPPM's standards and expectations.

1.16 Security

1.16.1 The Contractor shall carry out background checks on all his in-house personnel that will work on the NRC premises prior to putting forth the individuals name to the NRC for security screening purposes. The Contractor must provide proof of this check as requested by the NRC.

1.16.2 The Contractor must provide a list of all personnel to be employed to execute work to be provided under this contract with personal data for security screening purposes. Such security includes finger printing and will be security cleared to "reliability level".

1.16.3 Only the employees who are security cleared will be permitted to work on the NRC premises.

1.16.4 The Contractor must provide to the RPPM Project Authority on a quarterly basis, updated and accurate lists of its employees and subcontractors requiring access to the work sites. In the event the Contractor fails to comply with this subsection, the RPPM Project Authority may withhold payment from the Contractor until there is such compliance.

1.16.5 The RPPM Project Authority shall have the right to have any of the Contractor's employees or subcontractors removed from any of the sites for security reasons, notwithstanding the results or status of any security screening with respect to such employee(s).

1.16.6 NRC shall not be responsible for any costs to the Contractor of any kind or nature which may arise from the exercise mentioned in Section 4 - Security inclusive of all sub-section 1 under this heading.

1.16.7 Only those employees identified by the Contractor and meet the conditions specified in this contract will be allowed access to the NRC sites/facilities. No other persons accompanying employees will be allowed.

1.16.8 The Contractor's staff must report abnormalities to the NRC Security Building M1. 613-993-2428.

1.16.9 All personnel will be photographed and issued an identification card which they must wear in a visible manner at all times.

1.16.10 All "ID" or access cards entrusted to the Contractor must be protected and returned to the RPPM Project Authority upon completion or termination of this Contract or upon termination of employment. Stolen, broken or lost "ID" or access cards must be reported immediately to the RPPM Project Authority.

1.17 Keys

1.17.1 Keys can be issued to the Site Supervisor as required and must be signed out. All keys must be stored in a designated location satisfactory to the RPPM Project Authority.

1.17.2 The Site Supervisor shall ensure all keys issued are protected from loss and/or copying.

1.17.3 The Contractor shall not duplicate keys supplied by NRC.

1.18 Communications

1.18.1 The successful Contractor shall establish an open line of communication that is effective in keeping a good rapport with all involved in this Contract.

1.18.2 The Site Supervisor, along with some key personnel must either be equipped with a mobile device (c/w voicemail) so they may be contacted when required.

1.18.3 The Contractor (s) and Site Supervisor (s) must meet monthly with the RPPM Project Authority to discuss performance related issues, work schedules and submit required reports. All reports, records and log sheets submitted must be signed and approved by the RPPM Project Authority and Site Supervisor for the up-coming month's invoice.

1.18.4 The Contractor must identify a contact number (accessible 24 hours a day) and ensure a quick response to emergency and/or urgent calls.

1.19 Uniform

1.19.1 All Contractor personnel working under this Contract, on NRC premises, shall be suitably uniformed.

1.19.2 All personnel shall wear a clean uniform as follows:

- Industrial type matching shirt and trousers, coveralls or smocks.
- The company name, logo or crest must be clearly visible on the uniform.

1.19.3 It is mandatory that all on-site personnel be visibly identifiable.

1.19.4 All personnel must wear their Photo Identification Card in a visible manner.

1.20 Taxes and Licenses

The successful Contactor will be solely responsible for the payment of insurance premiums, licenses, taxes and all other charges imposed by the federal, provincial or municipal authorities.

1.21 Insurance Requirements

- 1.21.1 The successful Contract must provide and maintain during the term of the Contract Commercial General Liability insurance in a form acceptable to the NRC and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. Evidence may be in the form of a copy of a current insurance certificate for the same or greater value stipulated in this RFP. Evidence of insurance must be for the full possible seven year term of the contract
- 1.21.2 As well, the successful Contractor must provide and maintain during the term of the Contract liability insurance in respect to either owned, rented and/or leased vehicles and equipment not less than \$2,000,000 inclusive per occurrence. Liability insurance coverage shall not be subject to a deductible.
- 1.21.3 The Contractor shall ensure that all Sub-contractors carry insurance in the form and limits specified in this clause
- 1.21.4 The National Research Council Canada (NRC) shall be named as “additional insured”
- NOTE:** The effective date for Certificate of Insurance will be the date of the Notice of Award.

1.22 Bid Security

- 1.22.1 Bid Security is required and must be submitted in one of the following forms:
- bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
 - a bid bond
- 1.22.2 Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.
- 1.22.3 Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid bond or E-bond Security must be in the ORIGINAL form. PDF via email is acceptable. **FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.**
- 1.22.4 The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish **EITHER:**
- Bid Security ~~Deposit~~ as described in 1.22.2(~~b~~)-above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, **OR**
 - Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.

1.22.5 Bonds must be in an approved form and from the companies whose bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-58, Montreal Road, Ottawa, Ontario, K1A 0R6.

1.23 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the National Research Council.

1.24 Contractor

The Contractor shall be deemed to be the “Constructor” as defined by Ontario Occupational Health and Safety Regulations and be absolutely responsible for having the site secured in accordance with Ontario Health and Safety Regulations. Refer to Appendix C – Contractor Designation

1.25 Business License

The Contractor shall maintain a valid City of Ottawa Business License. For information, contact the City of Ottawa Business Licensing Centre – 613-580-2424 ext. 12735 or apply on-line at website:

<https://ottawa.ca/en/business/business-assistance-and-growth/permits-licences-and-applications-laws-and-garbage/business-licences>

1.26 Regulatory Standard

The Contractor shall adhere to all applicable codes and regulations including but not limited to Environmental Regulations and Occupational Health and Safety Regulations. The NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, the NRC abides by the more stringent of either Provincial or Federal Codes and Regulations.

1.27 Changes of Scope

1.27.1 RPPM requires the flexibility to respond to changes in its operation. During the term of the contract, the RPPM Project Authority may adjust the scope of the contract. Such adjustments will be mutually agreed upon with the Contractor that there will be a change to the contract and confirmed in writing from the RPPM Contract Authority.

- 1.27.2 Should the Contractor not wish to undertake any additional work resulting from a change in scope, RPPM reserves the right to tender this portion of the new work, as well as any other work being executed by the Contractor and as deemed appropriate to combine with the additional work.
- 1.27.3 Should the price of the work so removed from the contract be clearly delineated in the proposal, the contract amount shall be adjusted accordingly, otherwise any changes in contract price will be by mutual agreement.

Section 2 Statement of Work

2.1 General

- 2.1.1 The objective of this section is to provide the Contractor with operational service requirements for the landscape, snow and ice control; and waste operations for the Grounds Maintenance Management Contract. The Contractor shall be solely responsible for providing at his own cost all operational services on all Lands/Campuses within the scope of this contract. The Contractor will be responsible for any rehabilitation, damages, or replacement costs resulting from the absence or lack of service and maintenance on the part of the Contractor.
- 2.1.2 Site Plans for the respective lands within the scope of this contract have been included as general information ONLY. Contractors are responsible to note service requirements and any changes to the site plans, any discrepancies between the actual site and drawing should be brought to the attention of the RPPM Project Authority at the time of the site showing and an addendum will be issued.
- 2.1.3 The Contractor shall employ staff, vehicles, equipment and methods as to ensure a satisfactory quality and rate of progress.
- 2.1.4 Vehicles and equipment shall be in good condition and present a good appearance.
- 2.1.5 The Contractor must furnish with its bid submission, a complete listing of all equipment available/required to successfully complete the scope of work detailed in the RFP. Tenders missing this information will be disqualified. The NRC reserves the right to inspect the bidder's equipment prior to the award of this contract.
- 2.1.6 The Contractor shall maintain good order and discipline amongst their employees engaged under this contract, and shall not employ anyone not qualified to perform the task(s) assigned under this contract.
- 2.1.7 Sub-contracting of any portion of the work detailed in this RFP will not be permitted without the prior authorization of the RPPM Project Authority. Any work undertaken by a sub-contractor shall in no way relieve the Contractor of their responsibilities to the NRC under the terms and conditions of this contract.
- 2.1.8 All work shall be done in accordance with existing Municipal, Provincial and Federal regulations and by-laws. The Contractor and its staff shall have knowledge of the applicable codes, regulations and by-laws including WHIMS, the Occupational Health and Safety Act, the Canada Labour Code and the Pesticides Act, latest editions to perform all work required to fulfill the obligations of this Contract in accordance with industry standards.

2.2 Initial Spring Clean Up

- 2.2.1 Initial cleanup is to be carried out immediately and as quickly as possible when the area is suitable to enter in the spring and completed by May 1st of each year.
- 2.2.2 Remove winter fixtures and store in locations indicated by the RPPM Project Authority. Winter fixtures are identified to be items such as snow fence and posts, sandboxes, and site service equipment markers. (Snow fencing at Uplands Campus and U-99 Greenbank Road, Ottawa, Ontario.)
- 2.2.3 Pick-up and remove from the area all debris resulting from the winter period.
- 2.2.4 Remove from all turf areas adjacent to hard surfaces surplus sand, crushed stone and/or grit.

2.3 Removal of Debris

- 2.3.1 The Contractor will be informed by the RPPM Project Authority the location of a refuse containers for the Contractor's use.
- 2.3.2 Monthly, Pick-up and remove from all sites foreign materials or debris, such as glass, metal or paper objects, dead wood, dead vegetation, and dead carcasses.
- 2.3.3 Clean flowerbeds, shrub beds, and fence borders of debris and dead vegetation material. Rake lawn areas and remove debris, leaves, and surplus sand and dead vegetation.
- 2.3.4 Accumulated piles of debris shall be removed from the sites each day's work.
- 2.3.5 The contractor shall be responsible for all fees related to the disposal of all waste, leaves and snow required to be removed from the NRC lands included in this contract. All waste is to be disposed of according to applicable federal, provincial and municipal regulations.

2.4 Turf Aeration

- 2.4.1 Annually aerate turf areas around all buildings and all fields. Work must be completed by May 15 of each year.
- 2.4.2 Core aerate in two (2) directions, North and South, East and West.

2.5 Turf Repairs

- 2.5.1 Repairs to the turf due to winter damage must be completed by May 15 of each year.
- 2.5.2 The turf shall be top-dressed with up to 1 cm of good quality topsoil and the area over seeded with a mechanical seeder. If the turf density is not optimum by June 30th the contractor will be required to repeat the procedure in September of that year.
- 2.5.3 Overseed at a rate of 2.5 lbs per 1000 sq. ft.

2.5.4 Recently refurbished grass areas must be watered to maintain adequate soil moisture to ensure good root development.

2.6 Hard Surfaces Areas

2.6.1 Mechanical flushing and sweeping of all parking lots, roadways, main building entrance walkways shall be completed by May 15 of each year.

2.6.2 From April 1st to November 30th each year weekly sweep all walkways, steps, ramps and entrances to ensure they are free of any dirt and debris. The work must be completed by 10:00 AM.

2.6.3 During the execution of the work, damaged curbs, sidewalks or asphalt as a result of contractor negligence, repairs shall be done at no additional cost to the NRC.

2.7 Water

2.7.1 The Contractor will be allowed to utilize existing hose bibs on the exterior of each building as and when required.

2.7.2 The use of fire hydrants on the NRC lands will not be allowed.

2.7.3 The Contractor is responsible to provide all necessary hoses, pumps and sprinklers to water the grass areas within 40' from all buildings (fields excluded) and all flower arrangements.

2.8 Fertilizers

2.8.1 Fertilizing of all fields and turf areas shall be performed two (2) times per growing season, Mid-May to June and September to October. Exclude Building U99.

2.8.2 Specify the proposed brand name of fertilizer to be used with the bid submission and provide a technical Analysis Data sheet and Material Safety Data Sheet.

2.9 Structural and Aesthetic Maintenance Pruning

2.9.1 The Contractor in conjunction with the RPPM Project Authority shall inspect all trees to determine the extent of pruning. The Contractor will be responsible to prune, remove all dead, diseased, interfering and objectionable limbs or branches to a maximum height of 20'- 0".

2.9.2 The Contractor is responsible for the watering, cultivating, weeding, edging, and mulch placement. The Contractor shall not cut, trim, destroy or remove any tree without written approval from the RPPM Project Authority.

- 2.9.3 Pruning shall include the removal of all dead diseased, interfering and objectionable limbs and branches. The RPPM Project Authority shall direct the Contractor as to which limbs/branches are deemed objectionable. The Contractor shall follow acceptable horticultural practices. It shall also comply with Agriculture Canada Publications such as "The Pruning Manual" and relevant updates.
- 2.9.4 Ensure all cuts are vertical, smooth and there are no locations for moisture accumulation.
- 2.9.5 Trees: The following items shall also apply. Pruning shall occur at the following times for the various species:
- Deciduous Trees - Flowering, after the spring flowering period is completed;
 - Deciduous Trees - Non-flowering early spring, prior to budding of the leaves;
 - Coniferous Trees - Early spring, prior to new growth.

2.10 Mulching

- 2.10.1 Mulch shall be maintained to a depth of 6 cm.
- 2.10.2 All mulch material shall be supplied by the Contractor. Submit a sample prior to commencing this operation.
- 2.10.3 Mulch shall not be mixed with soil.

2.11 Mowing, Trimming and Edging

- 2.11.1 Equipment used to mow turf areas shall be designed for this purpose and have turf tires only.
- 2.11.2 All turf areas shall be mowed when grass or other plant material reach 1/3 above the recommended height as follows:
- Class A Turf/Lawn areas around buildings 3" - 3.5" not to exceed 5"
 - Turf areas 20'0" on either side of roadways and parking lots 3" - 3.5" not to exceed 5"
 - Fields (meadow cut, 2-3 cuts per year) Not to exceed 8"
- 2.11.3 Turf areas shall be trimmed where necessary around all obstacles such as trees, traffic markers, posts, fire hydrants, flower beds, building lines, fence lines, along concrete curbs, parking lots, driveways and walkways.
- 2.11.4 Grass around the buildings may be kept at the higher tolerances during mid-June, July and August, and at the shorter tolerances during the remaining months.
- 2.11.5 Edge all flowerbeds, shrub beds and any other turf edge with the original layout or in accordance with the changes specified by the RPPM Project Authority.

2.11.6 AST compound fence line must be kept cut and trimmed 1 meter from fence both sides at all times.

2.12 Winter Preparation

2.12.1 Conduct a site inspection with the RPPM Project Authority to document pre-existing conditions before the start of winter operations. Submit report of findings.

2.12.2 Commence this work as soon as practical in the autumn season and complete by Mid-November of each year.

2.12.3 Rake and remove all leaves and debris from the specific areas. Leaf piles shall be removed from the sites after each day's work.

2.12.4 Obtain from RPPM all salt/sand boxes and put in place as per the RPPM Project Authority's instructions.

2.12.5 Maintain and fill the sand/salt boxes with either grit, salt or a mixture as per instructions from the RPPM Project Authority.

2.12.6 Salt/sand boxes to be checked daily.

2.12.7 Remove all debris and vegetation from the flowerbeds, planters, roadways, parking lots and clean out the window wells and fresh air intake wells.

2.13 Weed and Vegetation Control

2.13.1 Supply all labour, equipment and materials necessary for the application of vegetation control/retardation at the following sites:

- Uplands Drive Campus
- AST Campus

2.13.2 Obtain all appropriate licenses and liability insurance for the use of and application of pesticides and herbicides. In the event that the contractor calls upon the services of specialized company (ies), the contractor shall provide the name of the company (ies) offering the services and his/their qualification(s). Pesticides and herbicides shall not be used on a routine basis but only for spot treatment. Cultural weed and vegetation control methods shall be used initially to treat problems. Follow provincial regulations including the use of signage.

2.13.3 Furnish a list of equipment that will be used for the weed and vegetation control work, including all applicable licenses and registration numbers/certificates, etc.

2.13.4 Vegetation Control/Retardation of Non-Turf Areas:

2.13.4.1 Carry out spraying prior to July 15 on a bright sunny, wind- still, and day at temperatures between 21 to 26 degrees Celsius. Apply herbicide in strict accordance with the manufacturer's recommendations.

2.13.4.2 Treat areas with a Glyphosate herbicide, "Round-Up", or another approved equivalent type herbicide. Submit details to the RPPM Project Authority prior to spraying.

2.13.4.3 Apply vegetation control/retardation to the following sites and areas, quantities shown are approximate only to be sprayed twice per year:

Railway track and ramp behind building U-90, approximately 1 acre.

Winch building at end of building U-90 at top of ramp all around

All of the railway track and railway granular bed at the Railway Laboratories Test Facility Campus, approximately 1.3 acres.

Transformer Yards: Area within the fenced area and approximately 1'-0" outside the fence.

- U-62
- North side of building U-66
- South side of building U-89
- North side of building U-70A
- West side of building U-70
- U-84 Compound inside & outside
- Spray around all storage containers
- Sprung shelter
- Spray around entire fault line inside and out AST campus twice per year
- Hourly rate to spray round-up on campus.

Exterior Generators: Cut Around

- U-84
- U-89A
- U-90

2.13.4.4 Obtain permission and clearance from the RPPM Project Authority before proceeding with the work in these areas.

2.13.4.5 Weed or Vegetation Control Services:

- a. Submit all necessary schedules, data, MSDS documentation required prior to commencement of any spraying application.

- b. Obtain permission and clearance to proceed with the spraying application.
- c. Provide services as outlined herein.
- d. All work will be examined and verified 2-3 days after the spraying application by the RPPM representative. Effectiveness of the spraying application will be expected to be 90% of vegetation kill.

2.14 Litter/Waste Operations

2.14.1 Pick-up, clean up and disposal of all organic and inorganic waste present within the boundaries of this contract.

2.14.2 The Contractor is responsible for litter pick-up (ground), litter removal (waste receptacles), spring clean-up, and foreign object removal, leaf raking, blowing and clean up. The Contractor is also responsible for provision of all necessary materials including plastic garbage bags for the waste receptacles to carry out the waste operations.

2.14.3 Perform the following tasks:

- Remove debris and litter on any surface;
- Empty waste receptacles 3 times per week before noon or when they are no more than 85% full whichever occurs first;
- Pick-up all leaves by November 15, each year.

2.15 Shrubs/Edges Maintenance

2.15.1 Maintain all existing shrubs and hedges located within the boundaries of this Contract: Cedar Hedge at U61.

2.15.2 Perform the following tasks: supply all material and product, fertilizing, watering, trimming, cultivating, weeding, edging, pruning and trimming, mulch placement and removal, removal and installation of winter protection.

2.16 Fixtures and Furniture

Be responsible to maintain and place all fixtures and furniture in the designated areas as instructed by the RPPM Project Authority. The Contractor is responsible to supply all required supplies and materials.

2.16.1 The fixtures and furniture include all NRC planters, benches, picnic tables, waste receptacles, bicycle racks located within the boundaries of this Contract. Perform the following tasks:

- In spring, placement on site;
- Ensure the fixtures and furniture are clean and free of hazards;

- Perform general repairs to maintain the functionality of exterior fixtures and furniture supplied by RPPM;
- Annually, by mid-May, stain 12 picnic tables;
- Removal and placement into winter storage and U-62.

2.17 Snow and Ice Control

2.17.1 General

- 2.17.1.1 Provide all snow and ice control services on all roadways, parking lots, sidewalks and building access points such as, entrances, exits, doorways, steps, stairs, ramps, fire lanes, loading docks, access to garbage or recycling containers, bus shelters; access to fire hydrants, supply pipes intakes/exhaust vents and waste receptacles that are present within the boundaries of this contract. This includes, but is not limited, to snow and ice removal by hand clearing, sweeping, mechanical snow blowing, plowing, piling, transporting, shoveling, removing and de-icing (salting and sanding), etc.
- 2.17.1.2 Remove all snow and ice from all assets to ensure continuous, safe use and passage on all designated lands and assets. Ensure that all parking spaces remain clean of any snow or ice at all times (loss of any parking space for any reason whatsoever is unacceptable). In general, grit and salt are used as de-icing agents for this Contract. However, de-icing agent as described in Section 3 is to be used on all building entrances (covering the full width of the entrance and for a distance of 15 meters of doorways), steps and stairs.
- 2.17.1.3 Remove by 7:00 am and continuously thereafter any snow and ice that accumulates on the full width of any surface (no encroachment on any surfaces shall be permitted, all parking spaces to remain clear at all times, etc.). The maximum allowable accumulation, at any given time, from beginning to end of storm, is 4 cm during normal business hours.
- 2.17.1.4 Apply abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Salt and grit are used at most locations with the exception of building main entrances and stairs (full width and to a distance of 15 m from doorway). These locations require the application of a de-icing agent as specified in Section 3 - Materials. Remove any excessive abrasive material on a daily basis as well as during the spring clean-up.
- 2.17.1.5 Ensure that all designated lands are accessible on a continuous basis for fire and police emergencies. Remove snow, ice or any obstructions and ensure continuous accessibility to emergency access and exit lanes to buildings as well as access to and 1.5 m around fire hydrants.

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- 2.17.1.6 Remove drifting snow a minimum of twice daily (before 7 am and before 4 pm). At all times, accumulation cannot exceed 4 cm during normal business hours. Remove windrows immediately.
- 2.17.1.7 Remove immediately any snowbank that forms in front of a pedestrian access to a building, roadway access point, roadway intersection, parking lot entrance, bus shelter, drop-off zone or other walkway.
- 2.17.1.8 Stockpile snow only in designated areas as determined by the NRC (damages resulting from stockpiling are the responsibility of the Contractor). In the event NRC request contractor to remove snow they must dispose of all snow and ice according to applicable federal, provincial and municipal regulations.
- 2.17.1.9 Provide all snow and ice removal equipment (vehicles, machinery, shovels, etc.) and all supplies (grit, salt, sand, De-icing material, etc.) required to deliver all Snow and Ice Control services.
- 2.17.1.10 Exterior Generators - remove all snow and ice around, including equipment access platforms:
- U-89A
 - U-90
 - U-84
- 2.17.1.11 Remove all snow banks in front of any pedestrian access to buildings, in front of any roadway access points, in front of any roadway intersections, in front of any parking lot entrances, bus shelters, and/or fence gates.
- 2.17.1.12 Clear all roadways, walkways, fence gates, drainage systems (surfaces, drains, grates, manhole covers, etc.) of any snow and ice.
- 2.17.1.13 Provide continuous accessibility to all designated lands for fire, police and medical emergencies.
- 2.17.1.14 Replenish salt-boxes/containers used for storing de-icing materials.
- 2.17.1.15 Clean up in spring.
- 2.17.2 Roadways & parking lots
- As required for each precipitation, seven (7) days a week.
- 2.17.2.1 Traffic/regulatory and any other sign to be visible at all times (e.g. obstructing snowbanks and/or snow and ice adhering to signs to be removed).
- 2.17.2.2 No blowing, plowing, storing or shovelling snow against or onto trees, shrubs, fences, buildings or other amenities.
- 2.17.2.3 Remove immediately snow and ice banks that encroach on the travelled portion of the roadway or that might hinder the visibility of traffic at intersections.

- 2.17.2.4 When removing snowbanks from turf areas, leave a protective layer of 15 cm of snow to cover the grass.
 - 2.17.2.5 Excessive use of de-icing agents shall only be accepted under severe temperature and/or serious icing conditions. In all cases, the excess material is to be removed immediately.
 - 2.17.2.6 Remove all snow/ice that has been illegally dumped on lands included in Contract
- 2.17.3 Walkways, pathways, sidewalks, steps & building access
- As required for each precipitation, seven (7) days a week.
- 2.17.3.1 Maintain winter pathway (on lawn areas) to provide access to fire and emergency exits. Refrain from using de-icing chemicals on winter emergency access pathway. Sand to be applied on fire exit pathways when slippery conditions prevail.
 - 2.17.3.2 No excessive use of abrasive and de-icing chemicals is permitted, especially where pedestrian traffic tracks material into buildings. A de-icing agent, as described in Section 3 - Materials Acceptance Standard, is to be used on all NRC pathways, sidewalks, ramps, building entrances, etc. (covering the full width of the entrance and for a distance of 15 meters of doorways), steps and stairs. Remove excessive material daily.
 - 2.17.3.3 No shoveling, plowing, storing or blowing snow against or onto trees, shrubs, fences, buildings or other amenities.
 - 2.17.3.4 Remove all snow/ice that has been illegally dumped.
 - 2.17.3.5 Sidewalks and entrances to be cleared full width.
 - 2.17.3.6 Ensure that all personnel working near buildings wear approved head protection for protection of employees from falling objects from above.
- 2.17.4 Ensure that sites are safe for public use.
- 2.17.5 Provide the following services:
- 2.17.5.1 All snow/ice removal equipment (vehicles, snow plows, machinery, shovels, etc.) and all supplies (grit, sand, salt, calcium chloride, etc.) required to deliver all snow and ice control services.
 - 2.17.5.2 Continuous safe accessibility on all roadways and main access points into each building for fire, medical or police emergencies.
 - 2.17.5.3 Snow and ice disposal fees and repairs of all damages due to stock piling.
 - 2.17.5.4 Spring cleanup and repair of turf areas due to winter kill.

2.17.6 General conditions:

- 2.17.6.1 Clear the full width of any surface roadway, parking lot, walkway, fire lane of any snow and/or ice at all times. All roadways shall be maintained to bare asphalt.
- 2.17.6.2 Clear & remove all snow and ice around non-critical or non-emergency items such as the garbage or recycling containers within 24 hours of the storm.
- 2.17.6.3 Clear snow and ice by 7am each day and must be maintained in a clear condition during the day if the conditions persist. Snow and ice operations can only terminate after all snow and ice has been completely cleared. The maximum allowable accumulation at any given time, from beginning to end of a storm shall not exceed 4cm.

2.17.7 Special Instructions:

- 2.17.7.1 The complete AST compound must have snow cleaned before 6 am. This includes all roadways and parking lots around all buildings within the compound.
- 2.17.7.2 The U-84 compound must not have any excess snow piles at any time. All snow must be completely cleared and removed from the compound by 8 am.
- 2.17.7.3 Complete snow clean up after a snow storm to be completed within 24 hours of the storm.
- 2.17.7.4 Any de-icing material (grit, sand, salt) shall be applied on a continuous basis during slippery/icy conditions and until the surfaces are clean and remain clean of any snow or ice.
- 2.17.7.5 Any excess material must be removed immediately upon instructions from the RPPM Project Authority.
- 2.17.7.6 Any work not satisfactorily completed will be identified to the contractor and shall be carried out immediately. Should the work not be complete in 2 hours, the NRC will, after notifying the contractor, take the appropriate action to satisfactorily complete the work and will deduct from the next contractor invoice an appropriate amount to cover the costs of the work.
- 2.17.7.7 Research Road is considered a public roadway. For the purpose of this contract, the roadway must be cleaned of snow and ice at all time.
- 2.17.7.8 Take special care to:
 - Do not plow, blow or place snow against buildings, trees or shrubbery adjacent to areas of this contract;
 - Do not pile or blow snow against fences or gates adjacent to areas of this Contract. All gates must be operational and serviceable at all times;
 - Leave at least 15 cm of snow on turf areas when cleaning snow piled on turf during plowing operations;

- Make available a telephone number and contact list where he can be contacted on a 24 hour/7 day basis.

Section 3 Material Acceptance Standard

3.1 Topsoil

Friable soil consisting of 45% sand, 30% silt, 20% clay, 5% organic matter and pH value of 6 to 7, free of subsoil, roots, vegetation, toxic materials, and stones over 10mm in diameter.

3.2 Peatmoss

Decomposed plant material containing a minimum of 60% organic matter by weight and moisture content not exceeding 15%, pH value between 4.5 and 6.0.

3.3 Fertilizer

Professional turf general fertilizer formulation and rate of application shall be as follows: 24-6-12, 75% SCN at 2.0 Kg/100m².

3.4 Grass Seed

Canada No. 1 grade in accordance with government of Canada Seeds Act and regulations. A seed analysis certificate and date of harvest may be required. All turf grass seed varieties should be improved varieties and winter hardy for the National Capital Region:

- 40 % Kentucky bluegrass
- 40% Fine leaf fescue, creeping red Fescue and chewing Fescue in equal proportions
- 20% Perennial ryegrass (endophyte enhanced)

3.5 Herbicide

Herbicide products used shall be registered for such use by Agriculture Canada under the Pest Control Products Act.

Acceptable product for broad leaf weeds in lawns and turf: 2, 4-D, mecoprop, dicamba combined in liquid formation.

Acceptable material for control of non-specific vegetation in areas designated: non-selective herbicide (e.g. Roundup).

3.6 Mulch

Cedar Bark chip (classes A and B).

From coniferous trees varying in size from 25 to 50mm in diameter and brown in colour.

3.7 De-icing Materials (entrances and stairs to buildings)

De-icing agent consisting of a mixture of the following chemical ingredients: Magnesium Chloride, Calcium Chloride, Sodium Chloride, Potassium Chloride, Urea, Calcium Magnesium Acetate with an abrasive additive. (No rock salt allowed)

Composition: pellets or flakes Container: 20 kg bags.

Characteristics: The de-icing material shall meet or exceed the following:

- Anti-caking agent
- Corrosion inhibitor
- Freezing point (min -21°C)

3.8 Winter Road Salt (Typical highway road salt)

Coarse crushed rock salt to comply with O.P.S.S. 2502 material specifications and shall be 9.75mm (3/8") maximum and 2.36mm (1/8") minimum in size. Any other material used for ice control shall be approved before its use. There shall be no stock-piles of salt or sand on NRC Lands without prior approval.

3.9 Roadway Granules (Winter Grit)

The granules shall consist of clean, crushed, sharp particles of aggregate free of soft particles, loam, vegetable matter or any other foreign matter. The granules shall be sharp and angular in nature and be produced from crushed limestone. Crushed stone granules shall be 4.75mm (3/16") maximum and 2.38mm (1/8") minimum in size.

3.10 Stakes

- Wood, pointed on end, 38 x 38 x 2300mm.
- T-rail, steel 40 x 40 x 2400mm.

3.11 Guying Wire

Steel, 3mm wire.

3.12 Anchors

Drive-in type, 18 x 150mm aluminum "duckbill".

3.13 Garbage Bags

Brown, black or green, 3mm thick, various length and width as required to fit garbage receptacles.

3.14 Stain

Good quality stain, durable 100% Acrylic Latex. Colour to match existing picnic tables.

Section 4 Submission Requirements and Evaluation

4.1 General Information

- 4.1.1 This section describes the process and criteria RPPM will use to evaluate the proposals and determine the successful Contractor.
- 4.1.2 The evaluation process will have two (2) phases, as described below. Proposals shall be structured such that each section and area of the proposal is complete and stands alone. The use of cross-referencing within each section to satisfy formal requirements is not acceptable and may render the Proposal non-compliant. Evaluators will only look at information offered under the applicable section to make their assessment.
- 4.1.3 Contractors are required to submit the following packages:
- Technical Proposal
 - Financial Proposal

NOTE: No financial information whatsoever shall be included with the technical proposal. The financial proposal shall be separated, sealed and enclosed under a separate cover with the contractor's proposal.

- 4.1.4 The proposal shall be complete, clear and concise.
- 4.1.5 Each proposal will be evaluated solely on its own content.
- 4.1.6 Prepare the proposal in conjunction with the stated "Evaluation Selection Criteria", which your proposal will be evaluated against.
- 4.1.7 Your proposal shall become part of the contract.
- 4.1.8 The objective of the bid evaluation is to select a Contractor who has demonstrated the highest level of competence and capability to support RPPM's operations.
- 4.1.9 Contractors are required to submit their proposal electronically as follows:
- One digital submission of the technical proposal; and
 - One digital submission of the financial proposal

4.2 Mandatory Requirements

Failure to meet all the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out. The mandatory requirements are:

- 4.2.1 Proposal Form, signed and sealed by duly authorized signing officers of the Contractor's company.
- 4.2.2 Provide copies of an independent Auditor's report and a copy of a financial statement from the last Auditor's report to January 2, 2021. As well the Contractor must provide a clear statement setting out the nature of any pending litigation.
- 4.2.3 Evidence of Insurance.
- 4.2.4 Attendance sheet to be signed at the mandatory Contractor's meeting and site tours indicating that the Contractor attended these events.
- 4.2.5 Contractors must provide a statement that they can and will provide services in both official languages.
- 4.2.6 The bidder must provide a statement identifying any or all proposed Sub- Contractor's and the relationship between the primary bidder and the Sub- contractor(s) or potential franchise operator.

4.3 Description of Proposal Element - Corporate Background

- 4.3.1 Provide a corporate and strategic organization chart.
- 4.3.2 Provide the corporate background and general company description for the prime Contractor and all proposed sub-contractors. This should illustrate the capability and capacity of the company to successfully undertake the contract requirements. If the Contractor wishes to include corporate brochures and other supporting documentation with their proposal, then they shall be attached as an Appendix to this section.
- 4.3.3 Indicate what priority this contract will hold your corporate business plan and why it is important that the company's proposal be selected.

4.4 Previous Experience on Similar Work

- 4.4.1 Demonstrate experience on similar contracts of similar scope and size by identifying contracts performed by the corporate organization where members of the Contractors proposed site organization were involved with similar contracts within the past seven (7) years which are relevant to this requirement.
- 4.4.2 Provide three (3) references for the "Grounds Maintenance" of an industrial /institutional/commercial facility with numerous buildings and sites.
- 4.4.3 Complete Table 1 - Relevant Contract Information to provide basic information for each relevant contract. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.

Table 1 - Relevant Contract References Information

Contract Name	Client	Client's Point of Contact	Client's Tel. No. and Email Address	Contract Value	Start/ End Dates

- 4.4.4 Demonstrate that the contracts offered as examples are linked to as many of the key personnel proposed as part of the Contractor's Management Team. Contractors must describe the nature of the contributions of the proposed personnel.
- 4.4.5 Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?

4.5 Contractor's Management Team

- 4.5.1 Demonstrate competence, a minimum of five (5) consecutive years of experience within the last seven (7) years, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.
- 4.5.2 Provide an organization chart of the team illustrating the individual team members and the relationship among the prime Contractor and any strategic partners or sub-contractors.
- 4.5.3 Identify on the organization chart the senior person of the Contractor's Management Team who will act as the prime point of contact with the RPPM Project Authority.
- 4.5.4 Identify the Site Supervisor who has the relevant experience in projects of similar size, scope and complexity to meet the day to day requirements as described in the RFP.
- 4.5.5 Identify all key on-site personnel reporting directly to the Site Supervisor including a back-up for the position of the Site Supervisor.
- 4.5.6 Contractors must provide all necessary personnel information for key positions identified and provide the required CV's and certifications.

NOTE: Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

4.6 Draft Health and Safety Plan

4.6.1 Elaborate in detail the Contractor's Health and Safety Plan for its functions as it conforms to applicable legislation and policies including, but not limited to the following:

- Safe workplace training;
- Specialized training of specific tasks, operations equipment;
- **WHMIS** training;
- Use of personal protective equipment.

4.6.2 Describe in detail the Health and Safety Program or practices currently in place, including training and monitoring of staff performance and sub-contractor performance.

4.7 Draft Communications Plan

4.7.1 Detail how, in the Communication Plan, the Contractor will report progress, coordinate deliverables, resolve problems and issues and interface/liaise with the RPPM Project Authority. The RFP describes regular reporting requirements in forms of reports and meetings. The Contractor is to describe how these significant reporting requirements will be managed.

4.7.2 The Contractor must put in place a reporting system to identify all achievements, slippage or changes to project schedules or major milestones during the term of this contract. All progress reports must be submitted and reviewed by the RPPM Project Authority to ensure that the content satisfies RPPM's management.

4.8 Financial Proposal

4.8.1 General

The Financial Proposal must be submitted separately in a sealed envelope and shall contain the following:

- Title Page
- Table of Contents
- Financial Capacity
- Disclosure Statement
- Insurance Certificates
- Bid Security
- Proof of ability to provide a Performance Bond and Labour and Materials Bond
- Pricing Schedules

4.8.2 Description of Elements

4.8.2.1 Financial Capacity

The NRC requires assurance that Contractors have the corporate financial resources and financial stability necessary to meet the cash flow requirements of the resulting contract. In order to demonstrate its financial capacity, the Contractor must include the following with its proposal:

- a. Audited Financial Statements, if available, or Unaudited Financial Statements for the company's last three (3) years, Statement of Earnings and Income Statement as of January 2, 2021.
- b. Confirmation letter from the Contractor's banking institution indicating the value of the total lines of credit granted and the amounts available and not drawn upon as of January 2, 2021.
- c. All financial information provided with the proposal must be certified by either the Chief Financial Officer or the signing officer of the Contractor's company.
- d. The NRC, at its discretion, reserves the right to request additional financial information or conduct an on-site review of the Contractor's financial information as part of the evaluation process. Contractors must make their facilities and all appropriate supporting documentation and records available for such an on-site visit.

4.8.2.2 Disclosure Statement

The Contractor must provide a clear statement setting out the nature and extent of any material litigation pending against the Contractor or any member of the Consortium.

4.8.2.3 Insurance Certificates

The Contractor must insert their Insurance Certificates as part of their Financial Proposal.

4.8.2.4 Bid Security

The Contractor must provide all Bid Security documents as part of the Financial Proposal.

4.8.2.5 Proof of ability to provide a Performance Bond and Labour and Materials Bond

The Contractor must include proof of Performance and Labour and Material Bonding capability as part as their Financial Proposal.

4.8.2.6 Pricing Schedules

The Contractor must submit as part of their Financial Proposal the pricing schedules, found in Schedules 1, 2 and 3, Section 5, Pricing Matrix.

4.9 Evaluation Method

4.9.1 Evaluation Team

RPPM's evaluation team will be composed of representatives from Operations and Maintenance and from Procurement Services. They will be evaluating the proposals based on the needs of the various groups represented on the team as well as the overall needs of the NRC and RPPM.

4.9.2 General

RPPM will evaluate the proposals based on a weighted percentage system in accordance with the following guidelines:

Technical Proposal	70	Percent
Pricing Matrix	<u>30</u>	<u>Percent</u>
Total Score	100	Percent

The Contractor receiving the highest total score determining that their proposals offer the best overall value to the NRC will be recommended to be approached in order to finalize the details of a contractual agreement for the provision of the required services requested in the RFP. In the event of a tie, the Contractor submitting the lower price for the services will be selected.

4.9.3 Types of Evaluation Selection Criteria

For the purposes of this RFP, there are two types of evaluation criteria: "Mandatory and Rated". Failure to meet all Mandatory Criteria (MC) shall result in the Proposal being non-compliant and will not be considered further in the Management and Technical Evaluation phase (MR and TR, rated criteria). Once the Mandatory Criteria has been met, the Proposal will be evaluated against the Rated Criteria. Contractor's proposal must score a minimum of 75% of the total points allowed for the "Rated Requirements" for their proposal to be considered further.

Only those proposals that meet all Mandatory Requirements and meet or exceed the minimum total scoring of 75% of the points for the "Rated Requirements" (MR and TR) will then have their financial proposal evaluated.

4.10 Proposal Evaluation

1. Mandatory Criteria (MC)

To be compliant and to be considered further in the evaluation, Contractors **must meet the following Mandatory Criteria:**

Reference	Description	Achieved?	Cross Reference To Proposal
MC1	<p>Proposal Form:</p> <p>Completed and signed Request for Proposal form. Statement provided certifying whether the bidder is a sole entity, partnership or corporate entity.</p>	Yes/No	
MC2	<p>Certifications:</p> <p>Certifications must be properly completed and submitted with the Proposal.</p> <p>Certifications required are:</p> <p>a) Proof of maximum insurance coverage currently carried as:</p> <ol style="list-style-type: none"> 1. Comprehensive General Liability Insurance and Vehicle/Equipment Liability Insurance 2. Bonds 	Yes/No	
MC3	<p>Site Visit/ Inspection Tour:</p> <p>It is mandatory that the Proponent or a representative of the Proponent visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be signed at the Site Visit and briefing session.</p>	Yes/No	
MC4	<p>Technical Proposals:</p> <p>1 digital copy of the Technical Proposal must be provided and submitted.</p>	Yes/No	
MC5	<p>Separate Financial Proposal:</p> <p>a) 1 digital copy of the Financial Proposal must be provided and submitted.</p> <p>b) Copies of an independent Auditor's report and a financial statement from last Auditor's report to January 2, 2021.</p> <p>c) Disclosure of any pending litigation against the Contractor.</p>	Yes/No	
MC6	<p>Statement indicating that services can be provided in both official languages.</p>	Yes/No	
MC7	<p>Listing of Addenda</p>	Yes/No	

MC8	Federal Contractors Program for Employment Equity Declaration Form.	Yes/No	
MC9	Signed copy of Appendix C - Contractor Designation	Yes/No	
MC10	Bid bond included in financial proposal	Yes/No	
MC11	Proof of ability to provide a Performance bond and Labour and Material bond included in financial proposal (e.g. a letter from a bonding company).	Yes/No	

2. Evaluation of the Technical Proposal (MR)

The following description of criteria below illustrates some of the factors that will be applied to evaluate the criteria applied to the Technical Proposal.

Ref. #	Evaluation Criteria	Max. Points
MR1	<p>Corporate Background:</p> <p>Has an adequate description of the corporate background been provided that is focused on the requirement of this contract? Has the firm had experience in a multi-facility environment? Is ownership or corporate control clear? Does the firm have an Ottawa presence? How many years of experience has the bidder identified?</p>	10
MR2	<p>Contractor Previous Experience on Similar Work:</p> <p>The Contractor must demonstrate that the contracts they have performed in the past are of similar scope and nature. The greater the relevant experience, the more points the Contractor will receive. Relevant experience will be assessed against factors such as size, complexity and nature of services managed.</p> <p>The Contractor must demonstrate that he has had five (5) consecutive years of experience within the last seven (7) years in providing services to large institutional and/or commercial sites with numerous multi-purpose facilities of various sizes.</p> <p>Submission of 3 references clearly demonstrating the involvement in the management of operation and maintenance function as described within the RFP as per table 1 of 4.4.3.</p>	15

MR3	<p>Site Organization Plan:</p> <p>The Site Organization Plan must address proposed positions, number of staffing, identify if the proposed staff will be on-site or off-site in the form of an organization chart to show the relationships between the Management Office and field staff. The Proposal should provide a description of the roles, responsibilities and authority of key personnel regarding decision making, reporting and control framework. As well, describe the roles and terms of reference of key technical personnel.</p> <p>Submit detailed CV's describing the proposed site supervisor or team lead work history, role through this contract such as client interaction, reporting procedures, quality assurance, etc.</p> <p>Address the sub-contractors who will be utilized to support the delivery of services, who are they, what will be their roles and responsibilities and how will they be managed?</p>	25
MR4	<p>Health and Safety Plan</p> <p>Does the Contractor have a comprehensive Health and Safety Policy and if so, what related information does it contain?</p> <p>Is adequate training planned and is it a Corporate priority?</p> <p>Does it describe how workers are advised of job specific hazards?</p> <p>Does it describe how sub-contractor's workers are incorporated into your health and safety training and other programs?</p> <p>7 years</p>	15
MR5	<p>Communication Plan</p> <p>The proposal must identify in detail how the Contractor will report progress, coordinate deliverables, resolve work related problems or issues and communicate in general with RPPM users and the RPPM Project Authority.</p>	5
MR6	<p>Equipment</p> <p>Submit a list identifying the equipment which will be available to fulfil the Contract. Some services required for this contract rely on a fleet of specialized equipment which shall be transported in a compressed time frame.</p>	30
	<p>Total Points for Technical Proposal:</p> <p>Minimum passing points (75%)</p>	<p>100</p> <p>(75)</p>

Section 5 Pricing matrix

5.1 Period of Contract and Option to Extend Contract

The Contract award date will be in effect starting September 2021 for a period of three years with NRC retaining an irrevocable option to extend the contract by the following:

- Option 1 - Two additional consecutive years;
- Option 2 - One additional year; and
- Option 3 - One additional year

The NRC will notify the contractor, at least 120 days prior to end of the base contract period, of its intention for an option period.

5.2 Pricing

- 5.2.1 Provide a cost breakdown on a year to year basis. The prices must be all inclusive of labour, salary burden and employee benefits, materials, equipment and tools, transportation and fuel, insurance, applicable taxes, fees and permits, mark-ups and profits.
- 5.2.2 The tendered price must be all inclusive of all supervision, labour, material costs, tools and equipment, general repair or replacement costs and/or any other costs related to the performance to the summer and winter operations of the services under this Contract.
- 5.2.3 Contractors must provide with their tender submission the calculation formula to determine a fuel surcharge, during the term of the Contract. Failure to provide this will forfeit the right to include this cost on the invoices.
- 5.2.4 The HST shall be shown as a separate line item, if applicable.

5.3 Criteria for Payment

- 5.3.1 Tenders shall be based on a fixed price for the summer and winter grounds maintenance operations, Years 1 to 3, plus options Year 1 to option Year 4.
- 5.3.2 Tenders shall be based on snow and ice control of 250 cm of snow per winter season.
- 5.3.3 Additional payments for an accumulation of snow in excess of 250 cm shall be based as per "Pricing Schedule 2".

5.3.4 The amount of snow accumulated shall be as recorded by Environment Canada at the Ottawa International Airport from the commencement to the completion of the snow storm for which the snow removal was carried out.

5.3.5 Process of payments will be actioned monthly, in arrears, on receipt of the contractor official invoice supported by the signed log sheet by the RPPM Project Authority.

5.4 Evaluation

Evaluation of the pricing submission will be done using the data submitted in schedules 1 and 2 and carried to schedule 3 to calculate the “Total Estimated Proposal Amount”.

Once the total price proposal for the 7 years is determined, pricing then is given a rating value which is included in the total calculation of the point rated score. The evaluation methodology will calculate a |Best Value| 7-year proposal by balancing the score obtained in the Technical Proposal and the Financial Proposal.

For example:

- 70% of the points awarded to Technical Proposal
- 30% of the points awarded to Cost Proposal

The following illustrates the highest total score taking into consideration the technical merit and price will be considered the “Best Value” for the NRC.

Highest Technical Merit (70%) and Price (30%)				
Bidder	Proposal 1	Proposal 2	Proposal 3	Winner
Technical Score	85	80	78	
Price Quoted	\$70,000	\$65,000	\$55,000	
Calculation	Technical Points	Price Points	Total Score	
Proposal 1	$\frac{85}{100} \times 70\% = 59.5$	$\frac{*55}{70} \times 30\% = 23.5$	83	
Proposal 2	$\frac{80}{100} \times 70\% = 56$	$\frac{55}{65} \times 30\% = 25.4$	81.4	
Proposal 3	$\frac{78}{100} \times 70\% = 54.6$	$\frac{55}{55} \times 30\% = 30$	84.6	XXX

Assuming three compliant bids have been received and the maximum technical score that can be obtained is 100 points. Estimated budget is \$70,000. Highest technical score is prorated against the stipulated 100 points while the lowest price received full rated percentage and other proposals are prorated accordingly.

*Represents the lowest price proposal.

Winner is the bidder scoring the highest total points established by adding the rated management and technical score and the rated price proposal score. Based on the above calculations, a contract would be awarded to bidder, which offers the highest total score taking into consideration the management technical merit and price of the bidder's proposal.

The Contractor receiving the highest "Total Score" is the entity that the Evaluation Board will recommend to be approached in order to finalize the details of a contractual agreement for the provision of the required services. In the case of a tie, the Contractor submitting the lower price for the services will be selected.

5.5 PRICING SCHEDULE 1

<u>YEAR 1</u> Sep 1/21 to Aug.31/22	<u>YEAR 2</u> Sep 1/22 to Aug.31/23	<u>YEAR 3</u> Sep 1/23 to Aug.31/24	<u>OPTION 1 Yr 1</u> Sep 1/24 to Aug.31/25	<u>OPTION 1 Yr 2</u> Sep 1/25 to Aug.31/26	<u>OPTION 2</u> Sep 1/26 to Aug.31/27	<u>OPTION 3</u> Sep 1/27 to Aug.31/28
<u>Sep</u> \$ _____	<u>Sep</u> \$ _____	<u>Sep</u> \$ _____	<u>Sep</u> \$ _____	<u>Sep</u> \$ _____	<u>Sep</u> \$ _____	<u>Sep</u> \$ _____
<u>Oct</u> \$ _____	<u>Oct</u> \$ _____	<u>Oct</u> \$ _____	<u>Oct</u> \$ _____	<u>Oct</u> \$ _____	<u>Oct</u> \$ _____	<u>Oct</u> \$ _____
<u>Nov</u> \$ _____	<u>Nov</u> \$ _____	<u>Nov</u> \$ _____	<u>Nov</u> \$ _____	<u>Nov</u> \$ _____	<u>Nov</u> \$ _____	<u>Nov</u> \$ _____
<u>Dec</u> \$ _____	<u>Dec</u> \$ _____	<u>Dec</u> \$ _____	<u>Dec</u> \$ _____	<u>Dec</u> \$ _____	<u>Dec</u> \$ _____	<u>Dec</u> \$ _____
<u>Jan</u> \$ _____	<u>Jan</u> \$ _____	<u>Jan</u> \$ _____	<u>Jan</u> \$ _____	<u>Jan</u> \$ _____	<u>Jan</u> \$ _____	<u>Jan</u> \$ _____
<u>Feb</u> \$ _____	<u>Feb</u> \$ _____	<u>Feb</u> \$ _____	<u>Feb</u> \$ _____	<u>Feb</u> \$ _____	<u>Feb</u> \$ _____	<u>Feb</u> \$ _____
<u>Mar</u> \$ _____	<u>Mar</u> \$ _____	<u>Mar</u> \$ _____	<u>Mar</u> \$ _____	<u>Mar</u> \$ _____	<u>Mar</u> \$ _____	<u>Mar</u> \$ _____
<u>Apr</u> \$ _____	<u>Apr</u> \$ _____	<u>Apr</u> \$ _____	<u>Apr</u> \$ _____	<u>Apr</u> \$ _____	<u>Apr</u> \$ _____	<u>Apr</u> \$ _____
<u>May</u> \$ _____	<u>May</u> \$ _____	<u>May</u> \$ _____	<u>May</u> \$ _____	<u>May</u> \$ _____	<u>May</u> \$ _____	<u>May</u> \$ _____
<u>June</u> \$ _____	<u>June</u> \$ _____	<u>June</u> \$ _____	<u>June</u> \$ _____	<u>June</u> \$ _____	<u>June</u> \$ _____	<u>June</u> \$ _____
<u>July</u> \$ _____	<u>July</u> \$ _____	<u>July</u> \$ _____	<u>July</u> \$ _____	<u>July</u> \$ _____	<u>July</u> \$ _____	<u>July</u> \$ _____
<u>Aug</u> \$ _____	<u>Aug</u> \$ _____	<u>Aug</u> \$ _____	<u>Aug</u> \$ _____	<u>Aug</u> \$ _____	<u>Aug</u> \$ _____	<u>Aug</u> \$ _____
<u>Total</u> \$ _____	<u>Total</u> \$ _____	<u>Total</u> \$ _____	<u>Total</u> \$ _____	<u>Total</u> \$ _____	<u>Total</u> \$ _____	<u>Total</u> \$ _____

NOTE: The price proposal for each month shall reflect the volume of work anticipated for that month excluding snow clearing in excess of 250 cm.

5.6 PRICING SCHEDULE 2

<u>Price per cm</u>	<u>Estimated Excess Accumulation</u>	<u>Proposed Amount</u>
(A)	(B)	(A) x (B)
\$_____ YEAR ONE	50 cm	\$_____(YEAR ONE)
\$_____ YEAR TWO	50 cm	\$_____(YEAR TWO)
\$_____ YEAR THREE	50 cm	\$_____(YEAR THREE)
\$_____ OPTION 1 YEAR 1	50 cm	\$_____(OPTION 1 YEAR 1)
\$_____ OPTION 1 YEAR 2	50 cm	\$_____(OPTION 1 YEAR 2)
\$_____ OPTION 2	50 cm	\$_____(OPTION 2)
\$_____ OPTION 3	50 cm	\$_____(OPTION 3)
TOTAL ESTIMATED AMOUNT FOR YEAR ONE TO OPTION 3 SNOW IS EXCESS OF 250cm PER YEAR		\$_____

The total amount in Schedule 1 is all inclusive pricing for snow clearing for an accumulation of 250 cm of snow per winter season.

Submit a price per "cm of snow and ice control" for an amount of accumulation in excess of 250 cm. In the spaces below, calculate the estimated cost for any excess accumulation using the estimated amount of 50 cm.

NRC reserves the right to negotiate the cost per cm for removal of excess snow above 250 cm.

Payment will be made only if approval for such clearing is given by the RPPM Project Authority prior to commencement of work. The amount accumulated shall be as recorded by Environment Canada at the Ottawa International Airport from the commencement to the completion of the snow storm for which the snow removal was carried out.

5.7 PRICING SCHEDULE 3

The total proposed pricing for all exterior grounds maintenance work specified herein are as follows:

Evaluation of the Pricing submission will be done using the data submitted in Schedules 1 and 2 and carried to schedule 3 to calculate the “Total Estimated Proposal Amount”.

1	Year round ground maintenance	Schedule 1	Total amount for Year 1 to Option 3	\$ _____
2	Estimated Excess and Snow Accumulation	Schedule 2	Total Estimated amount for Year 1 to Option 3 for snow in excess of 250 cm per year	\$ _____
	THE TOTAL ESTIMATED PROPOSAL AMOUNT			\$ _____

5.8 HOURLY COST MAINTENANCE SERVICES

NOTES:

- Hourly rates are to be used for any services requested by the RPPM Project Authority on an **“As and when need basis”** or for changes to the scope of the Contract.
- Hourly rates indicated shall remain fixed for a period of one year and will be reviewed yearly thereafter.
- This form should be included in the pricing proposal.

Description

Hourly cost

One general labourer

One student labourer

One general labourer with pick-up truck and various hand tools and small motorized tools (lawn mowers, chainsaws, gas powered trimming equipment or snow blower)

Backhoe with operator (bucket size 2 cubic yard)

Front-end loader with operator (bucket size 4 cubic yard)

4x4 truck with snow plow and operator

Tractor with 96" snow blower and operator

Rotary motor, min. 46" cut (John Deere type or equivalent)

APPENDIX A – CONTRACTOR EQUIPMENT LISTING

Appendix A – CONTRACTOR EQUIPMENT LISTING

Contractor MUST list all equipment owned or rented/leased proposed for use for Grounds Maintenance and Snow and/or Ice control and removal for this solicitation.

Listing can be inspected prior to award. If there is an insufficient amount of space available to identify the equipment information use a separate sheet and attach to this Page.

Item No.	Type	Make	Model	Year	Leased/Rented/Own
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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29					
30					

7 APPENDIX B - MAINTENANCE ACTIVITY REPORT SAMPLES

Appendix B-1 - SUMMER GROUNDS MAINTENANCE ACTIVITY REPORT SAMPLE

SITE:		CONTRACT NO.:				WEEK OF:		
This is to verify that the following operations have been performed as per specifications								
TASK LIST	SUN.	MON.	TUE.	WED.	TH	FRI.	SAT.	REMARKS
Raking								
Aerating and flushing								
Sweeping Parking Lots								
Sweeping and flushing roadways								
Cultivating Beds								
Mulching								
Top-Dressing								
Over seeding								
Garbage pick-up								
Sweeping Walkways								
Mowing Turf								
Trimming								
Fertilizing Turf								
Weed control and Vegetation control								
Pruning Trees & Shrubs								
Watering								

DATE:

NAME OF SUPERVISOR

CONTRACTOR'S SIGNATURE

RPPM PROJECT AUTHORITY SIGNATURE _____

Appendix B-2 - SNOW AND ICE CONTROL MAINTENANCE ACTIVITY REPORT SAMPLE

SITE:	CONTRACT NO.:	WEEK OF:						
This is to verify that the following areas are clear off all or drifting snow and ice, and/or have been salted or sanded								
LOCATION	SUN.	MON.	TUE.	WED.	TH	FRI.	SAT.	REMARKS
Handicap Ramps								
Roadways								
Parking lots								
Fire routes								
Sidewalks								
Doorways								
Gates and fence lines								
Ramps								
Loading Docks								
Emergency Exits								
Filler Pipes								
Fire Hydrants								
Refuse Bins								
Litter Picked Up								
Supervisor's Initials								

DATE:

NAME OF SUPERVISOR

CONTRACTOR'S SIGNATURE

RPPM PROJECT AUTHORITY SIGNATURE

Appendix B-3 - KEY ACTIVITY SCHEDULE SAMPLE

Date Required	Activities	Location	Date Completed	Comments
March – Week 1	<ul style="list-style-type: none"> • Litter pick-up, removal and waste basket emptying • Flood control plan completed • Spring clean-up plan completed 	<ul style="list-style-type: none"> • All sites • All sites • All sites 		
March – Week 1,2,3 and4	<ul style="list-style-type: none"> • Flood Control Measures fully implemented (Catch Basins, etc.) • Start spring clean-up as snow melts 	<ul style="list-style-type: none"> • All sites where required • All sites 		
April - Week 1 & 2	<ul style="list-style-type: none"> • Removal of winter protections completed 	<ul style="list-style-type: none"> • Where required 		
April – Week 3 & 4	<ul style="list-style-type: none"> • Turf clean-up and repair completed • Maintenance of summer furniture completed • Spring clean-up of hard surfaces completed (e.g. flushing and/or sweeping) • Removal of salt boxes completed 	<ul style="list-style-type: none"> • All sites • All sites • All sites • All sites 		
May – Week 1 & 2	<ul style="list-style-type: none"> • Spring clean-up on all surfaces completed • First turf fertilization completed • First turf aeration completed • Waste receptacle emptying a minimum of once a day • Turf over seeding completed 	<ul style="list-style-type: none"> • All sites • All sites • All sites • All Sites • All Sites 		
May – Week3 &4	<ul style="list-style-type: none"> • First grass cutting • First weed control completed • Edging around Specimen Trees, shrubs and hedges completed • First weed operation completed (tree, shrub, flowers) • Flower beds should have annual flowers planted completed 	<ul style="list-style-type: none"> • All sites • All sites • All Sites • All Sites • Where required 		

APPENDIX C – CONTRACTOR DESIGNATION

Appendix C – CONTRACTOR DESIGNATION

Subject: Contractor Designation

Solicitation No: 21-58008

Contract / Project No:

Project / Site Location: 1920 Research Private, 2320 Lester Road and 709 Greenbank Road, Ottawa, Ontario

(the “Contractor”) represents, acknowledges and agrees that:

(Company Name) - _____

1. In accordance with Part III, Section 23 of the Ontario Occupational Health and Safety, R.S.O. 1990, the Contractor shall be the “Constructor” and is qualified to act as the “Constructor” in respect of the contract established as result of executing an exterior grounds maintenance management agreement;
2. The Contractor accepts the duties and responsibilities for coordination of health and safety in accordance with the Ontario Occupational Health and Safety Act and further agrees that it will do everything necessary to establish and maintain a system or process that will insure compliance with the Occupational Health and Safety Act and the Regulations thereto;
3. the Contractor shall fulfill all the obligations of an “Owner” under section 23 of the Occupational Health and Safety Act in respect of the Project site; and
4. That the National Research Council Canada has fulfilled its obligations as an “Owner” under Section 23 of the Occupational Health and Safety Act, in respect of the Project site.

Contractor Name: _____

Contractor Address: _____

Contractor Signature Date: _____

Print Name: _____

Include a signed copy of Appendix C - Contractor Designation

APPENDIX D - THE PROPERTY BOUNDARIES AND THE FACILITIES,
GROUNDS, PARKING AND ROAD SURFACES FOUND ON THE GROUNDS

GENERAL NOTES

- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL FENCE LINES ONCE MONTHLY.
- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL TRAIN TRACKS ONCE MONTHLY.

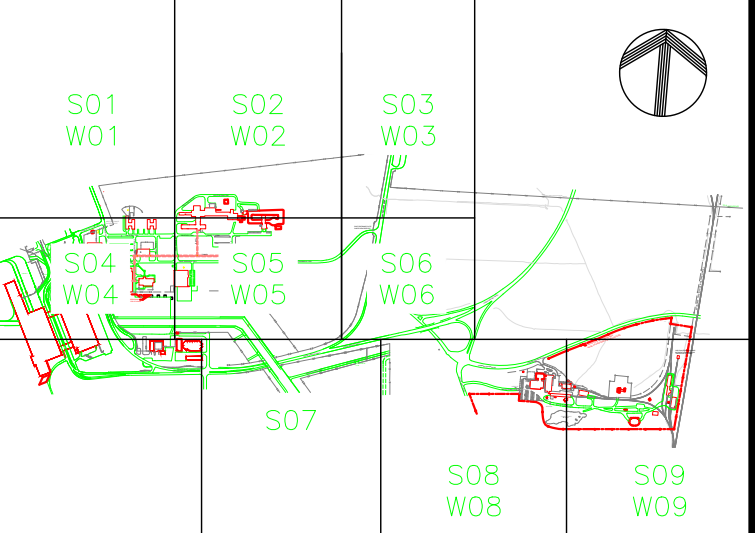
NOTES GÉNÉRALES

- PULVÉRISER UN PRODUIT DE LUTTE CONTRE LES MAUVAISES HERBES À UN MÈTRE DE CHAQUE CÔTÉ DE TOUTES LES CLÔTURES UNE FOIS PAR MOIS.
- PULVÉRISER LE PRODUIT DE LUTTE CONTRE LES MAUVAISES HERBES À UN MÈTRE DE CHAQUE CÔTÉ DES VOIES FERRÉES UNE FOIS PAR MOIS.

LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

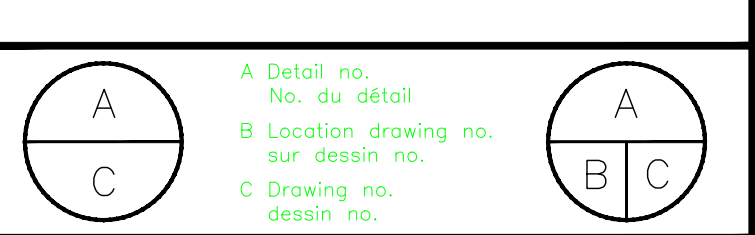
KEY PLAN / PLAN CLÉ



S01 W01	S02 W02	S03 W03	
S04 W04	S05 W05	S06 W06	
S07 W07	S08 W08	S09 W09	

Rev.	Date	Revised	Scale

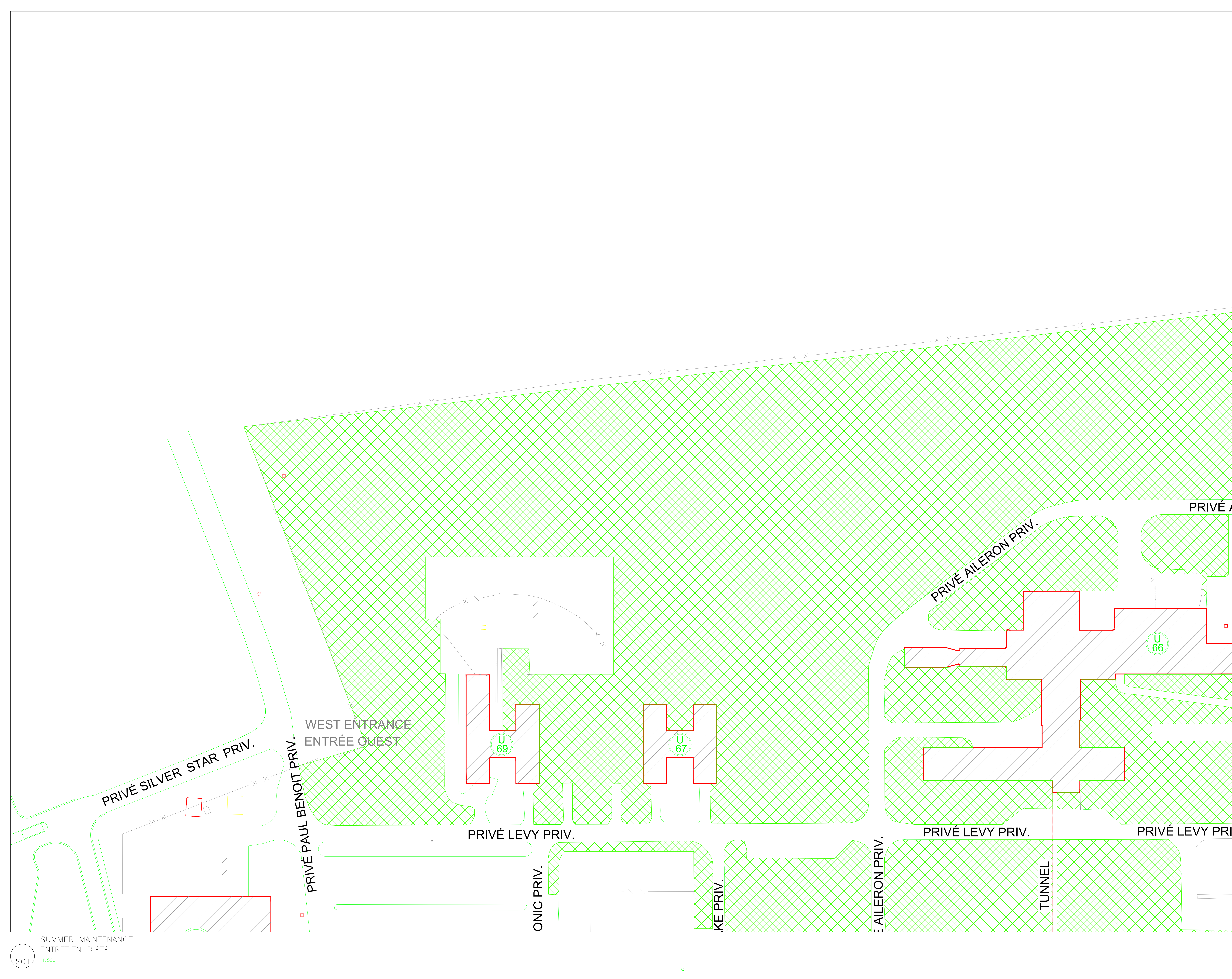
- Verify all dimensions and site conditions and be responsible for same.
- Vérifier toutes les dimensions et l'état des lieux et en assumer la responsabilité.



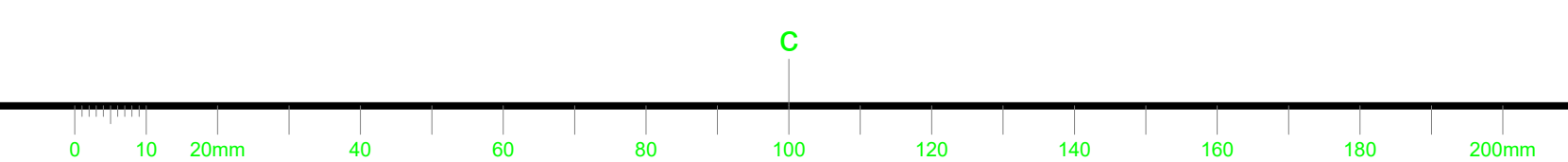
EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLAND CAMPUS

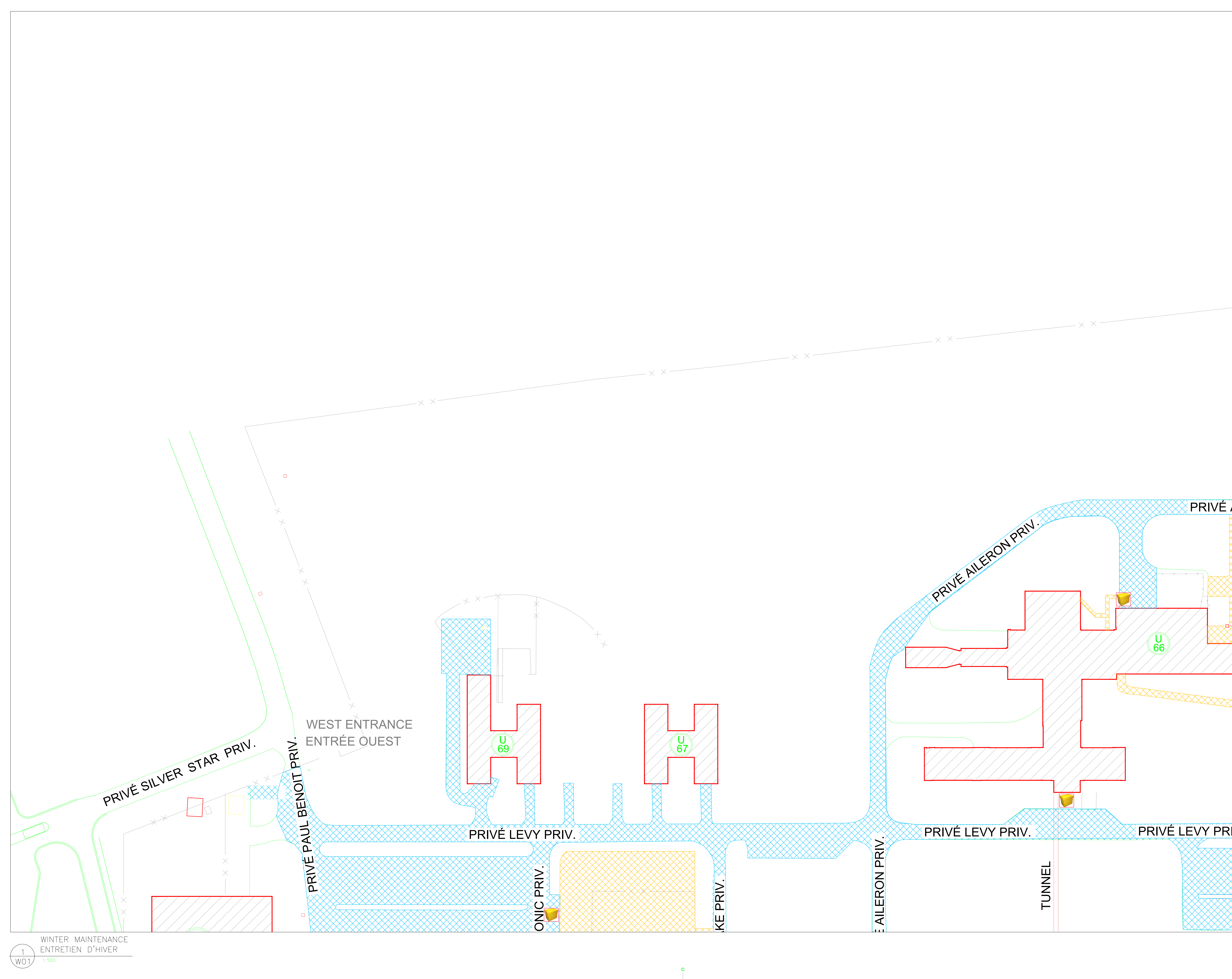
SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed	DS	checked	ALS	scale	JUN 2020	sheet	1	of/par	9
drawn	AL	approved	LB	scale	AS NOTED	drawing no.	9100142289	drawn no.	5882-S01



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S01
SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ
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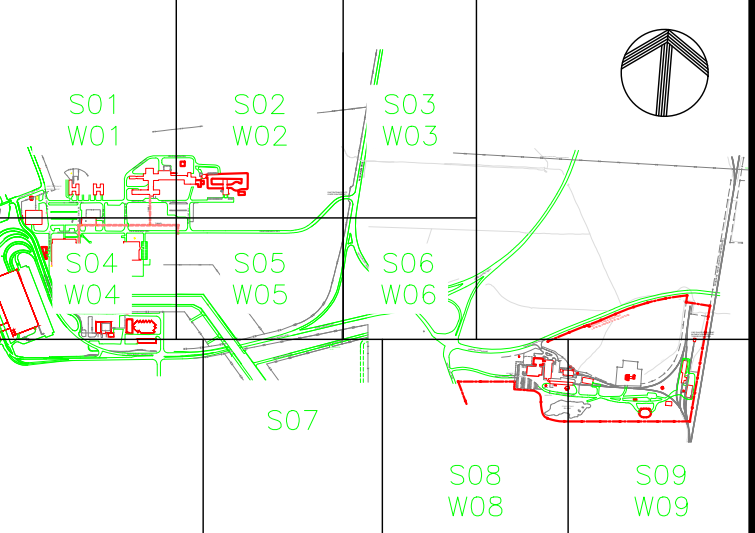




LEGEND / LÉGENDE

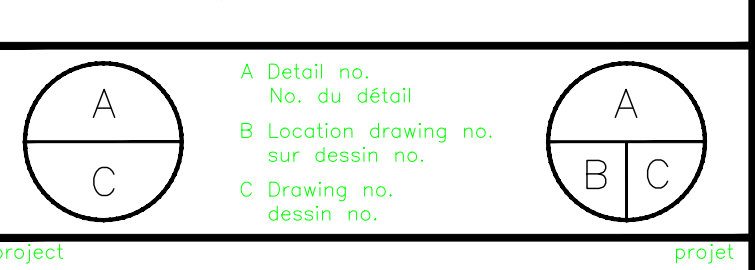
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



REV.	DATE	BY	CHKD.	REVISION
1	01/06/2020	DS	AL	ISSUE FOR TENDER

- Verify all dimensions and site conditions and be responsible for same.
- Vérifier toutes les dimensions et l'état des lieux et en assumer la responsabilité.



EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLAND CAMPUS

DESIGNED	DS	DATE	JUN 2020
DRAWN	AL	SCALE	AS NOTED
CHECKED	ALS	SHEET	1 of 8
APPROVED	LB	DRAWING NO.	9100142289
DESIGN NO.		DESIGN NO.	5882-W01

1
 W01
 WINTER MAINTENANCE / ENTRETIEN D'HIVER
 1:500

GENERAL NOTES

- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL FENCE LINES ONCE MONTHLY.
- PULVÉRISER UN PRODUIT DE LUTTE CONTRE LES MAUVAISES HERBES À UN MÈTRE DE CHAQUE CÔTÉ DE TOUTES LES CLÔTURES UNE FOIS PAR MOIS.

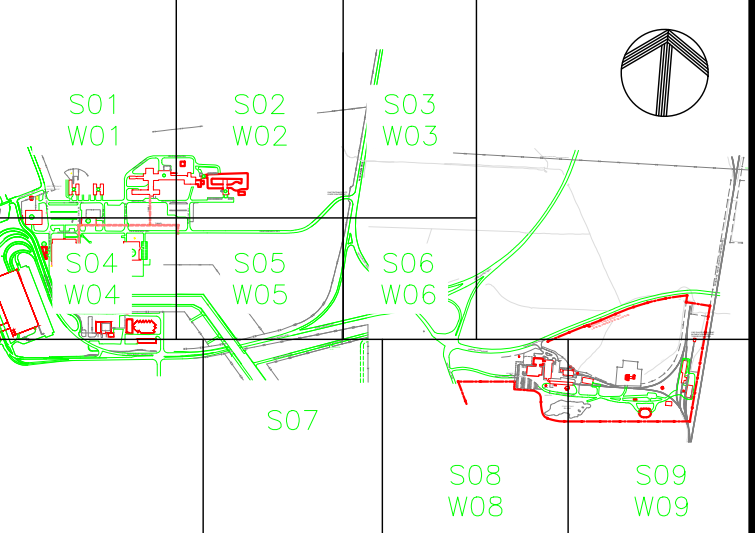
NOTES GÉNÉRALES

- PULVÉRISER UN PRODUIT DE LUTTE CONTRE LES MAUVAISES HERBES À UN MÈTRE DE CHAQUE CÔTÉ DE TOUTES LES CLÔTURES UNE FOIS PAR MOIS.
- PULVÉRISER LE PRODUIT DE LUTTE CONTRE LES MAUVAISES HERBES À UN MÈTRE DE CHAQUE CÔTÉ DES VOIES FERRÉES UNE FOIS PAR MOIS.

LEGEND / LÉGENDE

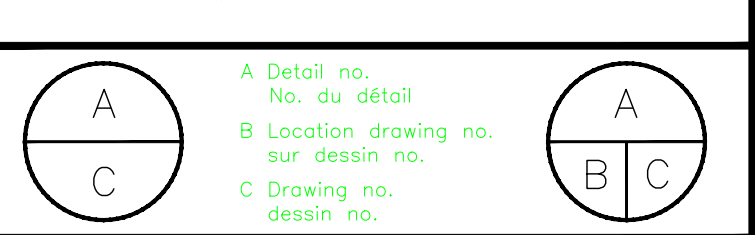
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITIRS ET SENTIERS
- GRASS CUTTING / TORTE DE PELOUSE
- SALT BOXES / BOTTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



Checklist: (p. 28) (voir) / Liste de vérification: (p. 28) (voir)

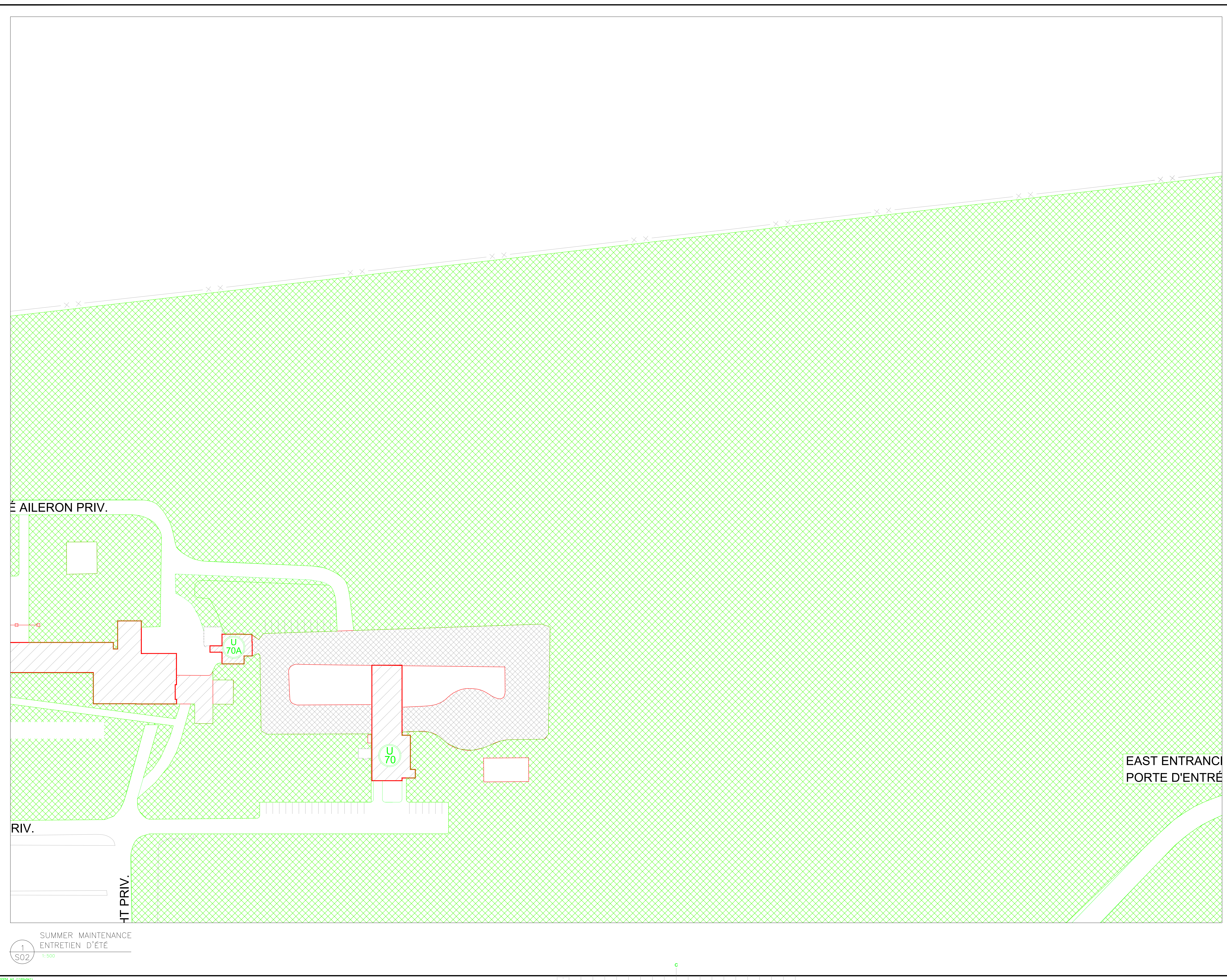
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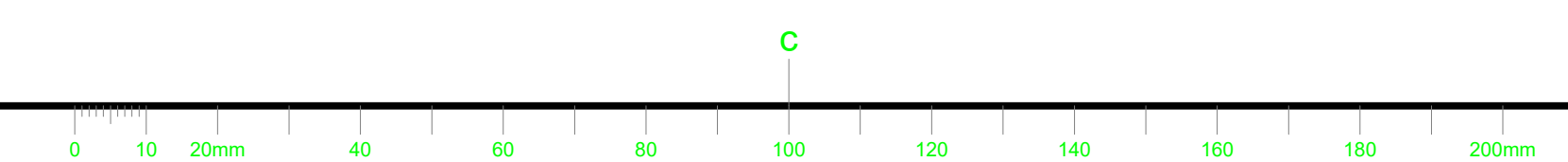
EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER
 UPLAND CAMPUS

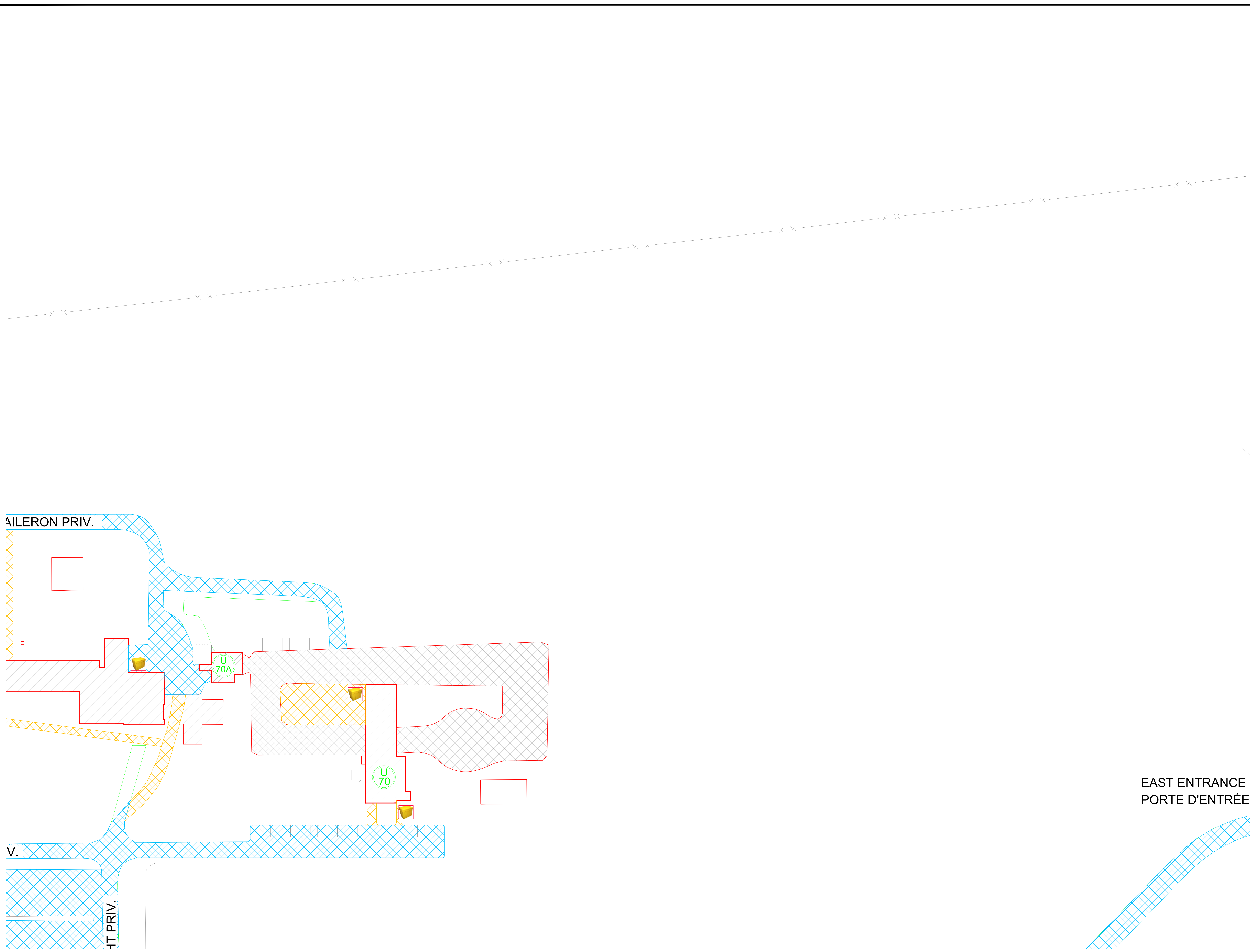
SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed / conçu	DATE	DATE
DS	JUN 2020	
drawn / dessiné	SCALE	DATE
AL	AS NOTED	
checked / vérifié	sheet / feuille	of / de / 9
ALS	2	9
approved / approuvé	W.O.no. / D.T.no.	
LB	9100142289	
design no. / dessin no.		
5882-S02		



SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ
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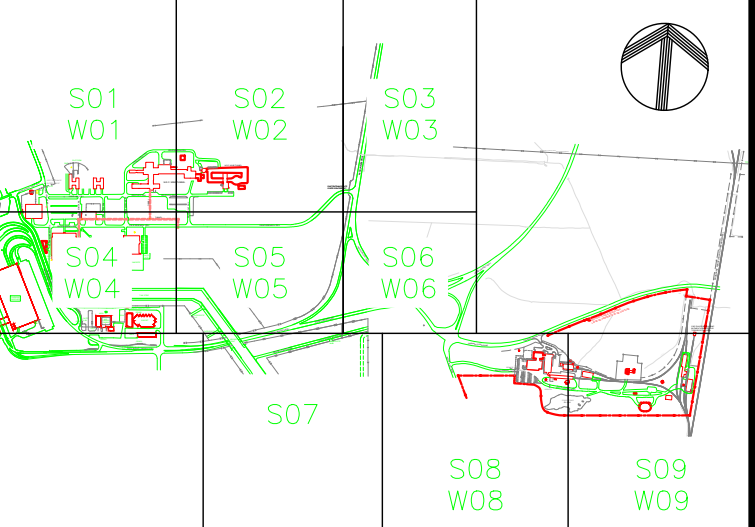




LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



No.	Date	Revised / Révisé	By / Par
1	01/2020	ISSUE FOR TENDER	DS

Scale / Échelle: 10:100 (1:10)

- Verify all dimensions and site conditions and be responsible for same / Vérifier toutes les dimensions et l'état des lieux et en assumer la responsabilité

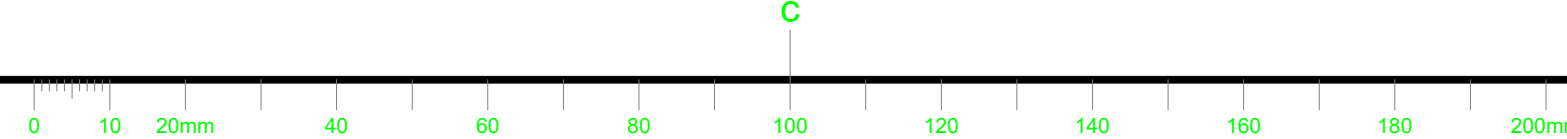
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EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

WINTER MAINTENANCE / ENTRETIEN D'HIVER

designed / conçu	DATE / DATE	DESIGNED BY / CONÇU PAR
DS	JUN 2020	DS
drawn / dessiné	SCALE / ÉCHELLE	DRAWN BY / DESSINÉ PAR
AL	AS NOTED	AL
checked / vérifié	SHEET / FEUILLE	CHECKED BY / VÉRIFIÉ PAR
ALS	2 of 8 / 8	ALS
approved / approuvé	W.O. NO. / NO. DE D.O.	APPROVED BY / APPRUVÉ PAR
LB	9100142289	LB
design no. / dessin no.		
5882-W02		

1
 W02
 WINTER MAINTENANCE / ENTRETIEN D'HIVER
 1:500



GENERAL NOTES

- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL FENCE LINES ONCE MONTHLY.
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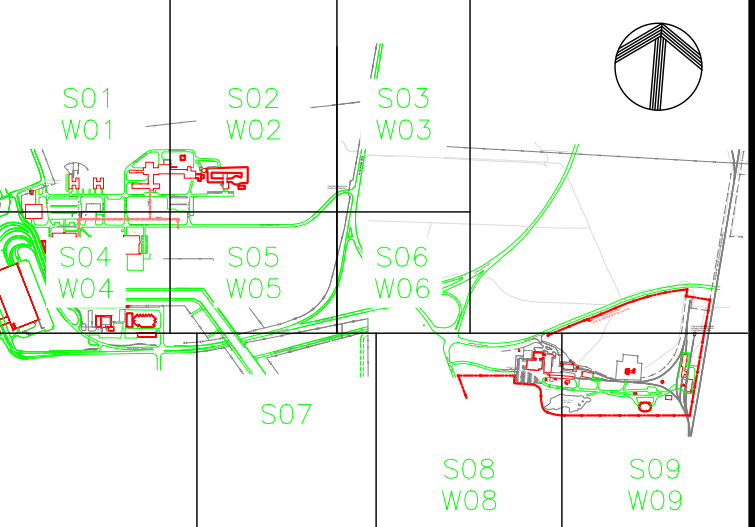
NOTES GÉNÉRALES

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LEGEND / LÉGENDE

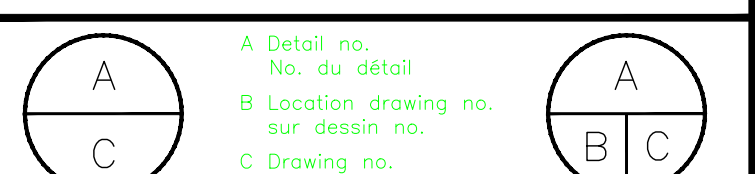
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LIGNE DE CLÔTURE

KEY PLAN / PLAN CLÉ



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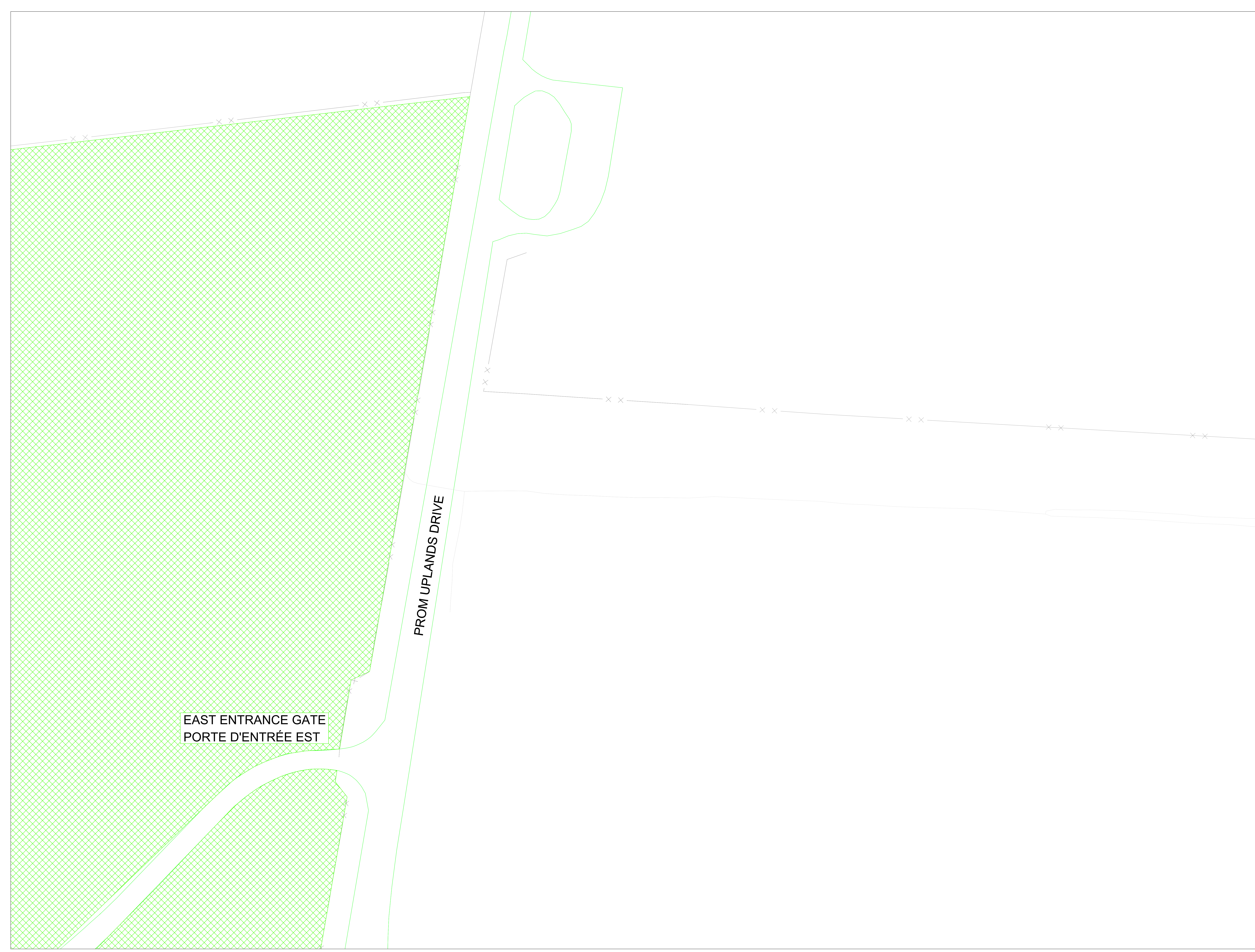
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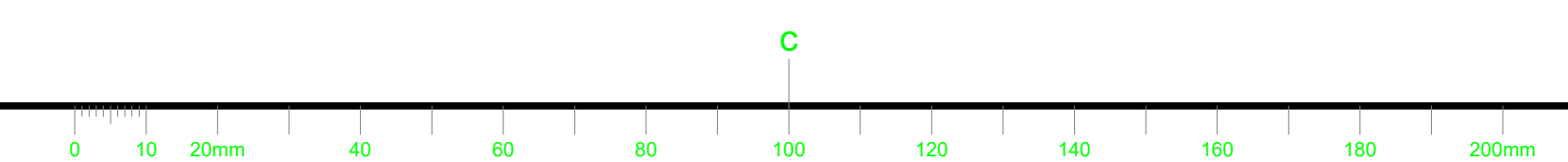
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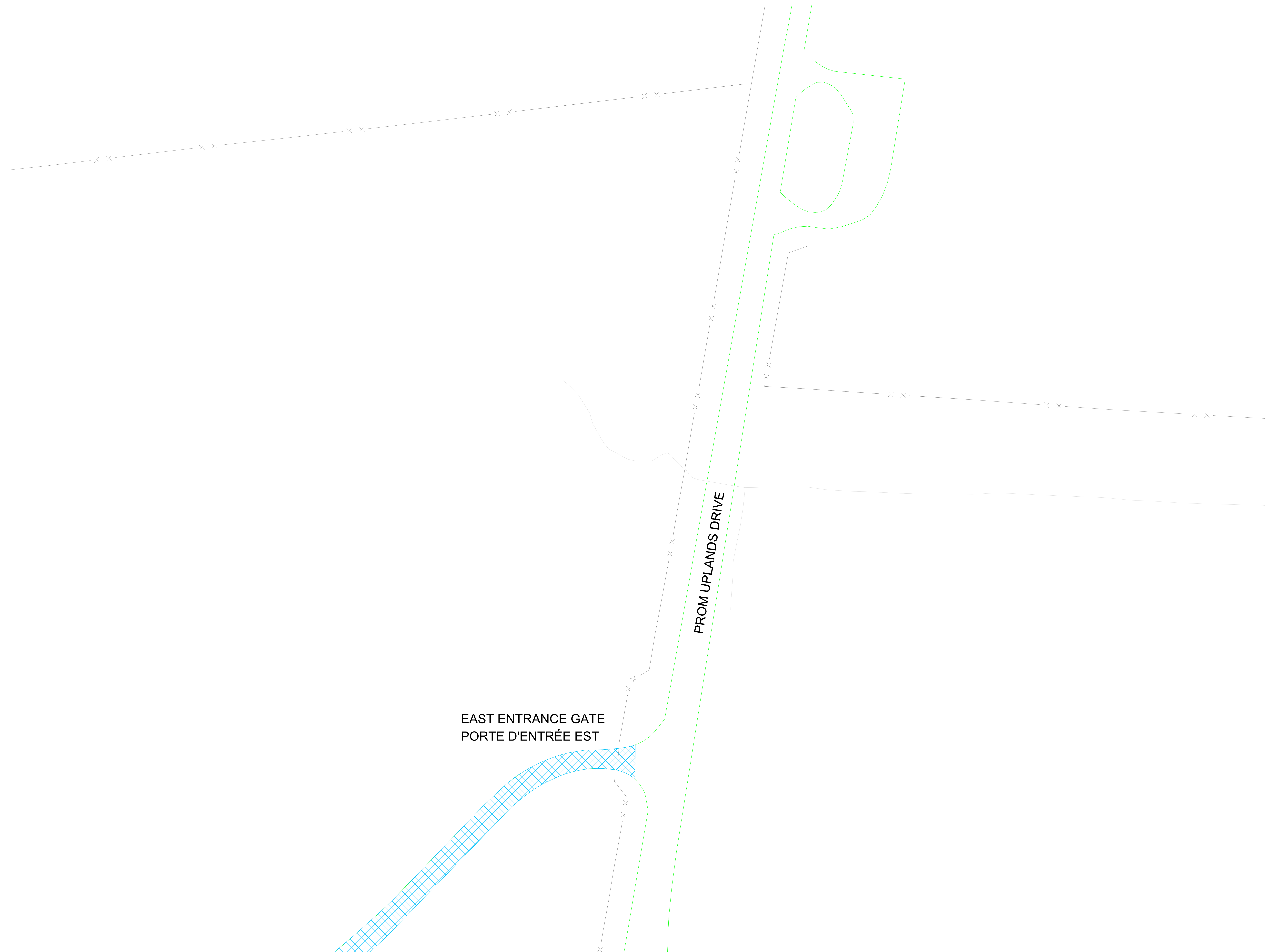
SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed	DS	corrigé	date	JUN 2020
drawn	AL	dessiné	scale	AS NOTED
checked	ALS	vérifié	sheet	3 of/ae 9
approved	LB	approuvé	W.O.no.	9100142289
design no.	5882-S03	dessin no.		



SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ
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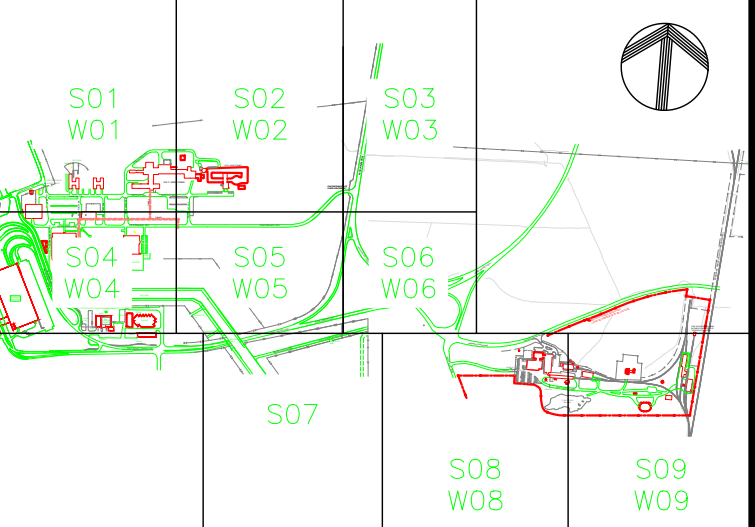




LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

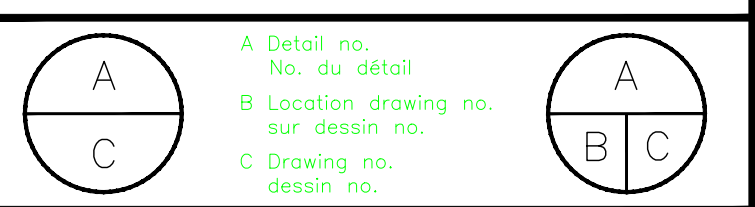
KEY PLAN / PLAN CLÉ



No.	Date	Revised / Révisé	By / Par
1	01/2020	ISSUE FOR TENDER	DS

Note: Verify all dimensions and site conditions and be responsible for same. / Vérifier toutes les dimensions et l'état des lieux et en assumer la responsabilité.

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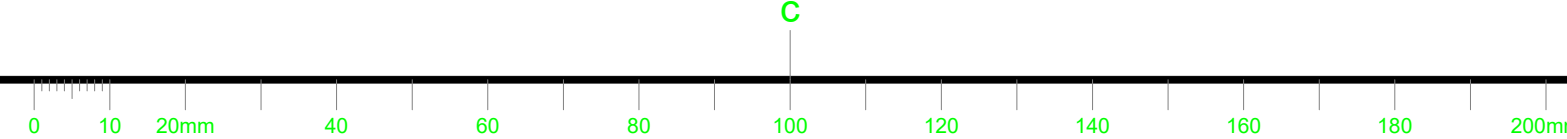


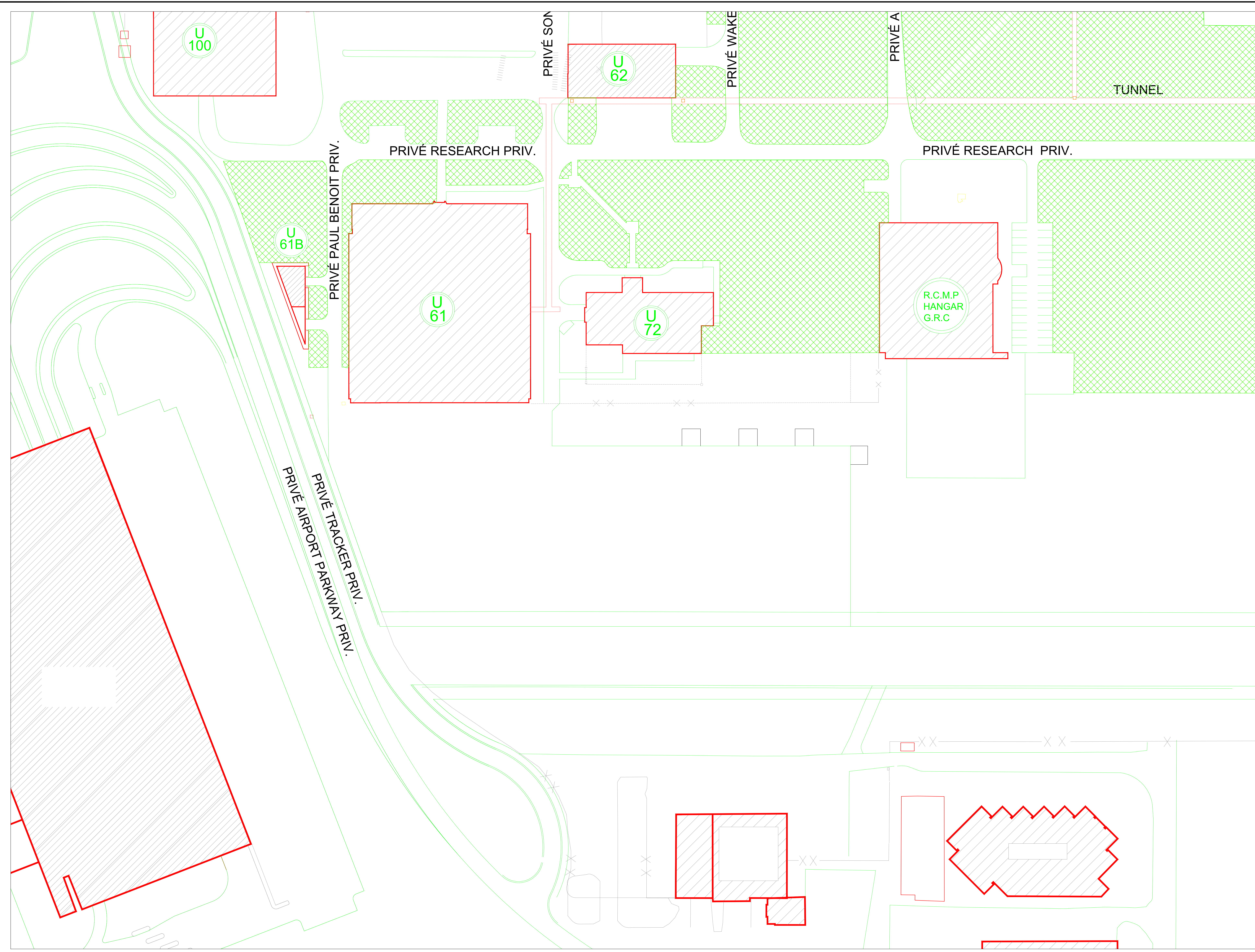
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drawing / dessin
 WINTER MAINTENANCE / ENTRETIEN D'HIVER

designed / dessiné	checked / vérifié	approved / approuvé	date / date	scale / échelle	sheet / feuille
DS	ALS	LB	JUN 2020	AS NOTED	3 of 8 / 8
drawing no. / dessin no. : 9100142289			drawing no. / dessin no. : 5882-W03		

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 WINTER MAINTENANCE / ENTRETIEN D'HIVER
 1:500





NRC - CNRC
 National Research Council Canada / Conseil national de recherches Canada
 Real Property Planning and Management / Planification et gestion des biens immobiliers

GENERAL NOTES

- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL FENCE LINES ONCE MONTHLY.
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NOTES GÉNÉRALES

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LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROTTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BÔTTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LIGNE DE CLÔTURE

KEY PLAN / PLAN CLÉ

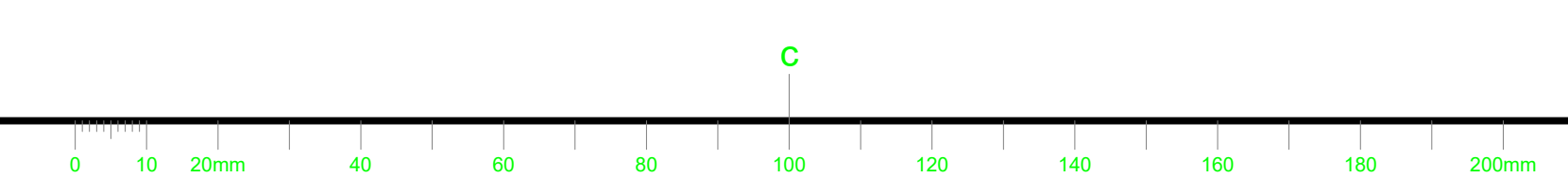
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SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

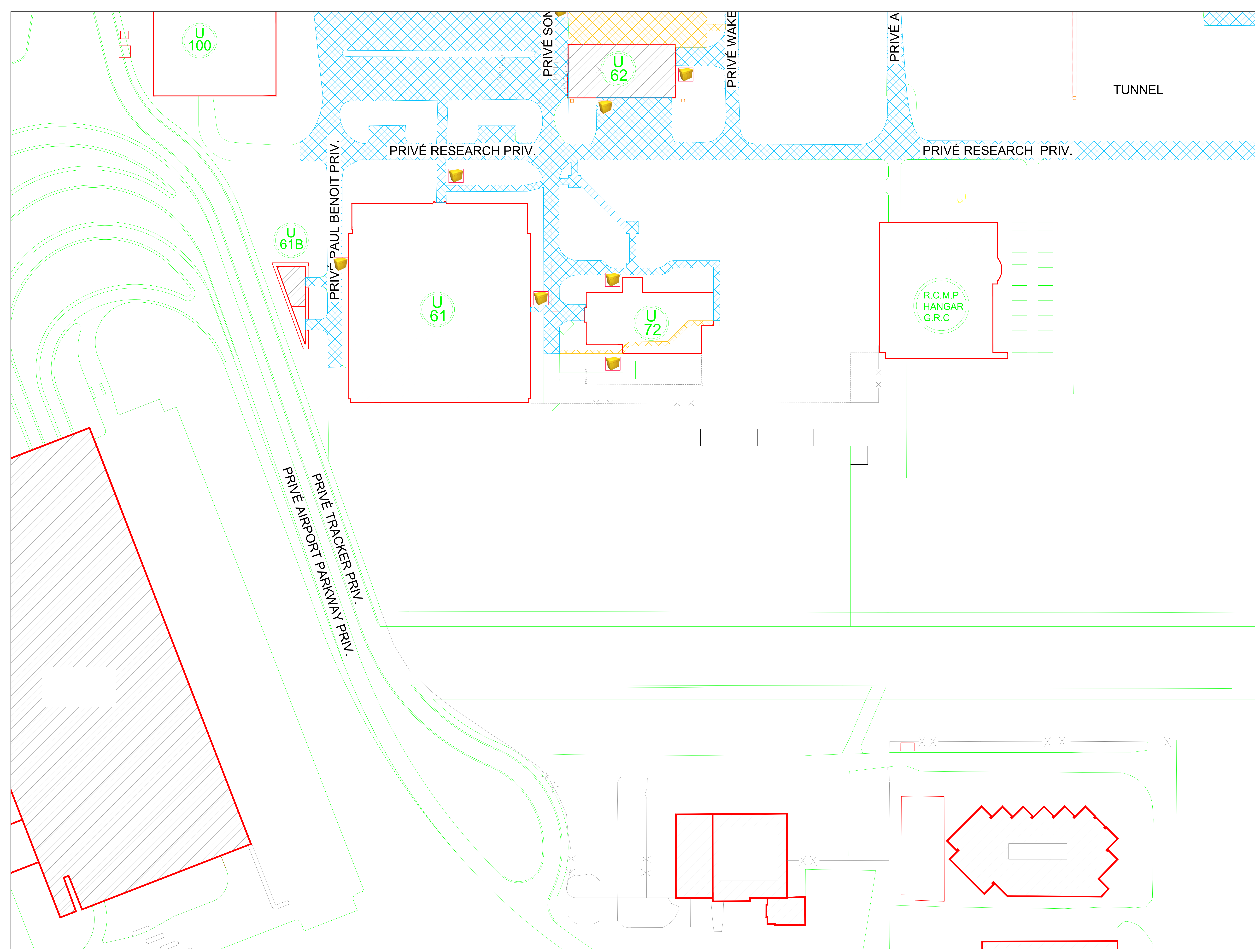
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drawn	AL	dessiné	scale	AS NOTED	échelle
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approved	LB	approuvé	W.D.no.	9100142289	D.T.no.

design no. **5882-S04** / dessin no.

SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ
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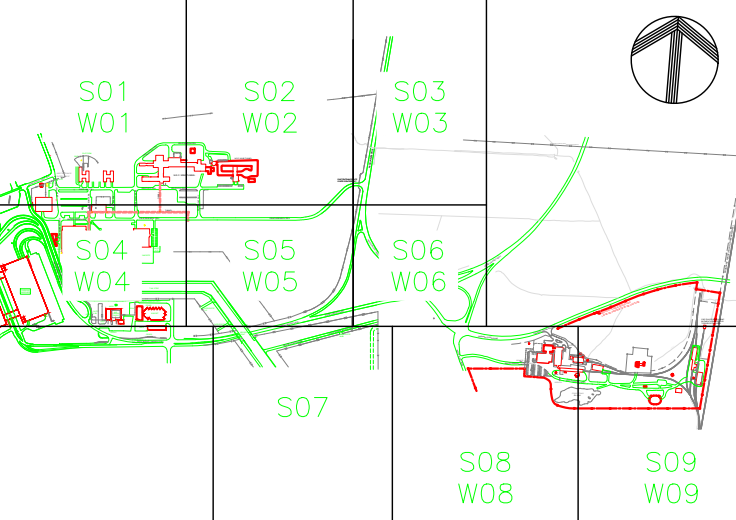
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LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



No.	Date	Revised by	Revision
1	01/2020	DS/AL	ISSUE

Scale: Project: 10:100 (1:10) Date: 01/2020

- Verify all dimensions and site conditions and be responsible for same
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A	B	A
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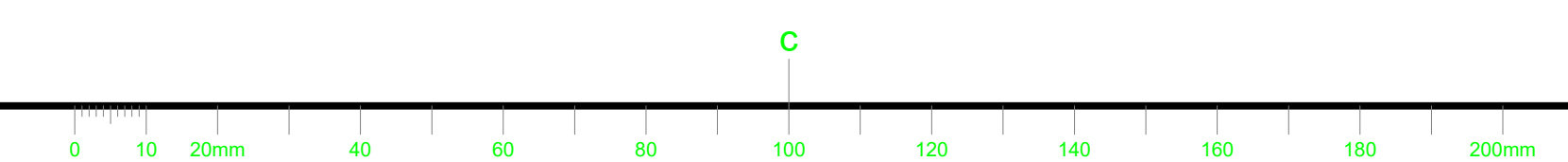
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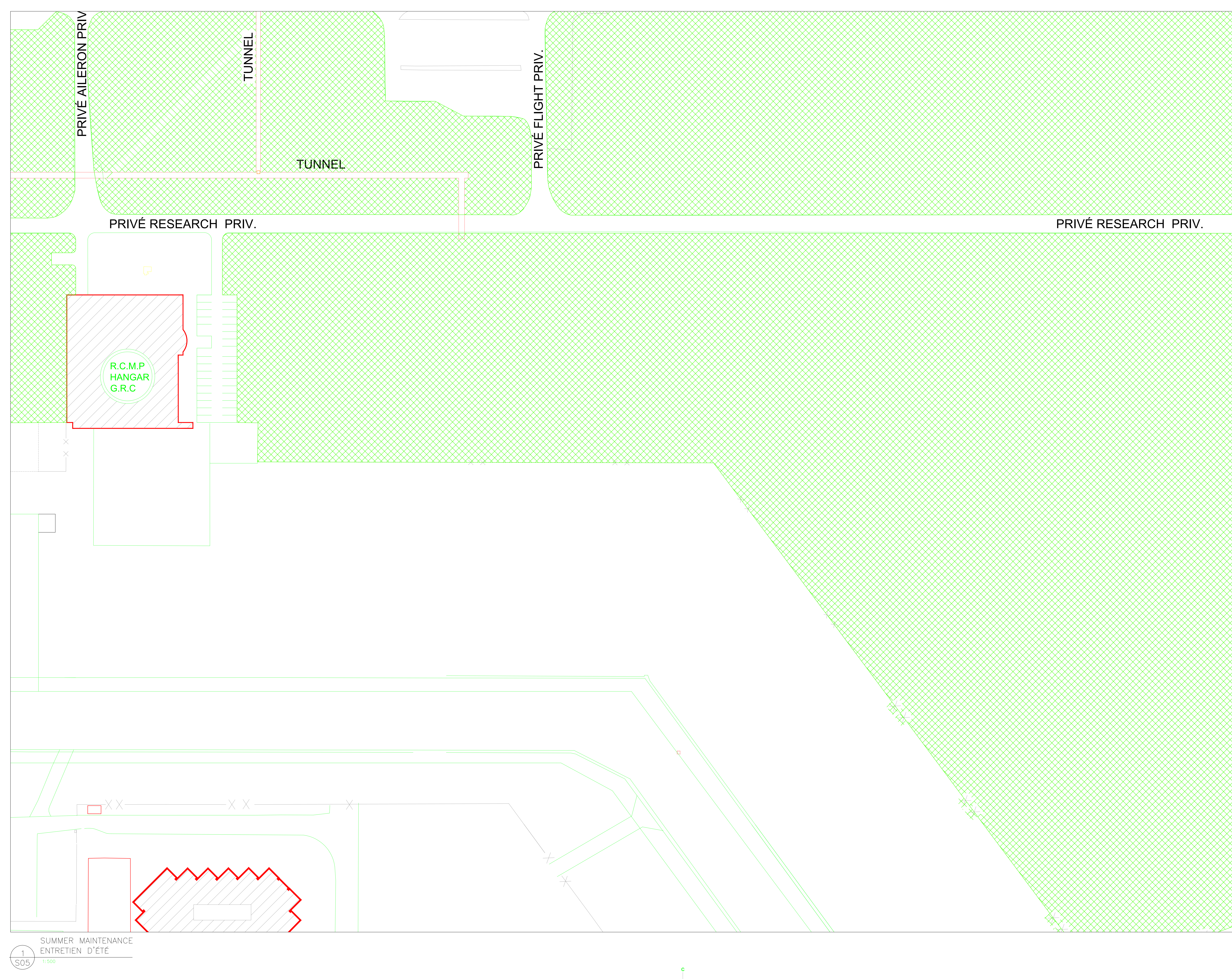
WINTER MAINTENANCE / ENTRETIEN D'HIVER

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drawn	AL	verified	ALS	sheet	4 of 8
approved	LB	approved	W.O.No.	9100142289	D.T.No.

Design no. 5882-W04

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W04
 WINTER MAINTENANCE / ENTRETIEN D'HIVER
 1:500





GENERAL NOTES

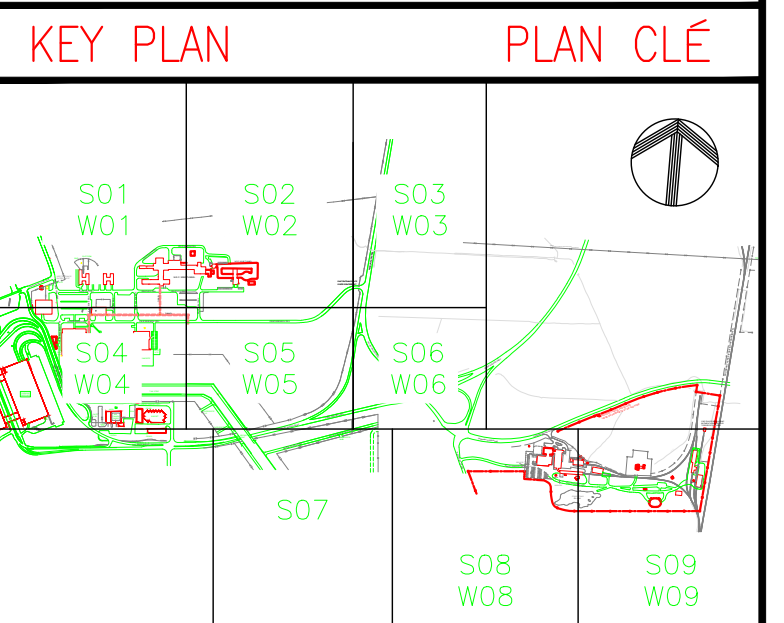
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NOTES GÉNÉRALES

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LEGEND / LÉGENDE

	ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
	SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
	GRASS CUTTING / TONTE DE PELOUSE
	SALT BOXES / BOÎTES À SEL
	GENERATOR / GÉNÉRATEUR
	FENCE LINE / LINE DE CLÔTURE



No.	Date	Revised	By
1	01 JUN 2020	ISSUE FOR ISSUES	LB

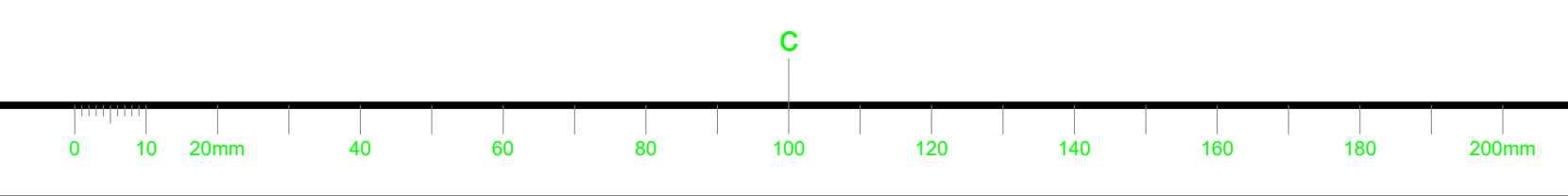
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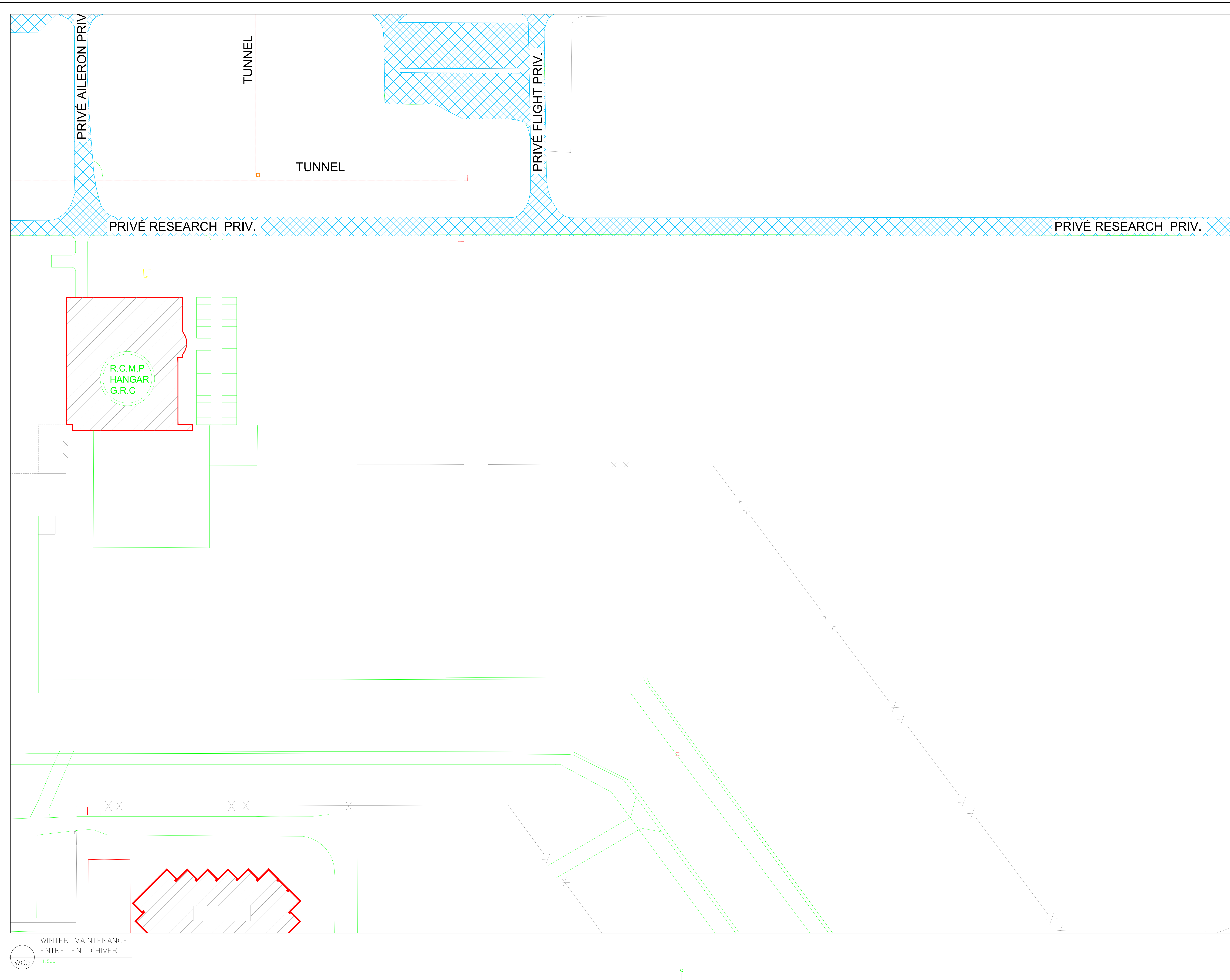
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EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed / conçu	DATE / DATE	DESIGNED BY / CONÇU PAR
DS	JUN 2020	DS
drawn / dessiné	SCALE / ÉCHELLE	DRAWN BY / DESSINÉ PAR
AL	AS NOTED	AL
checked / vérifié	SHEET / FEUILLE	CHECKED BY / VÉRIFIÉ PAR
ALS	5 of 9 / 9	ALS
approved / approuvé	W.O.No. / N.º DE D.º	APPROVED BY / APPRUVÉ PAR
LB	9100142289	LB
design no. / dessin no.		
5882-S05		

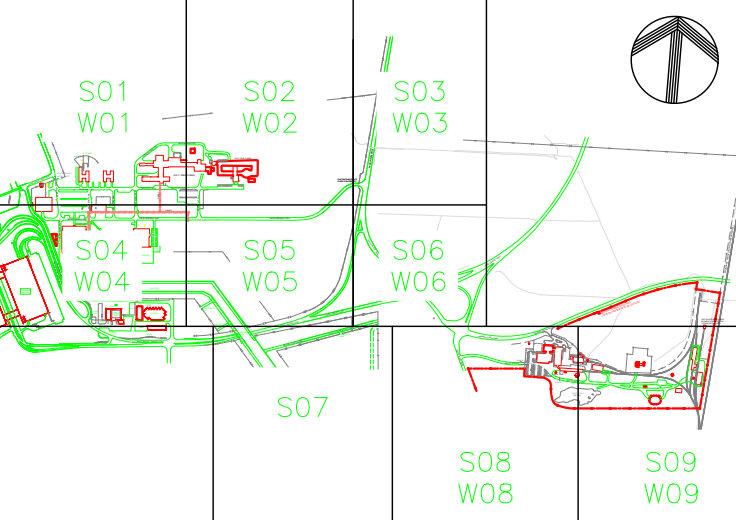




LEGEND / LÉGENDE

- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

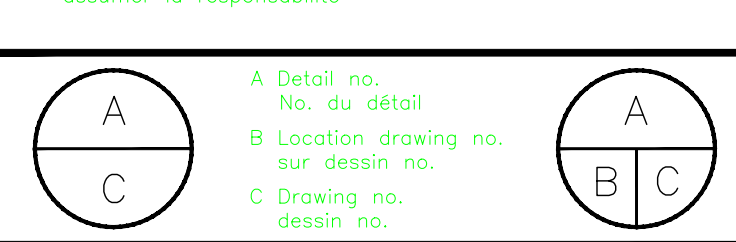
KEY PLAN / PLAN CLÉ



No.	Date	Revised	By
1	01 JUN 2020	ISSUE FOR TENDER	DS

Scale: Project: 10:100 NHT / Échelle: Projet: 10:100 NHT

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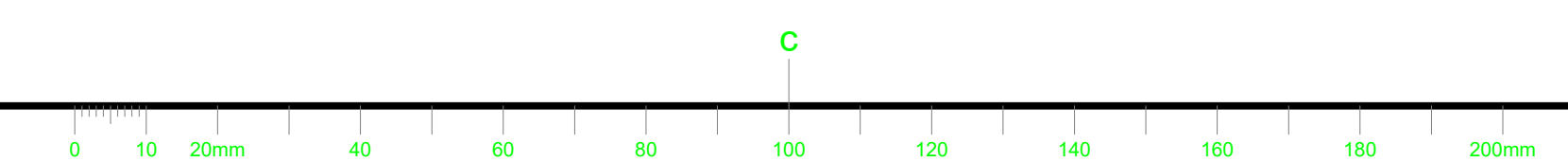


EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

WINTER MAINTENANCE / ENTRETIEN D'HIVER

designed	corrigé	date	dessiné
DS		JUN 2020	
drawn	dessiné	scale	échelle
AL		AS NOTED	
checked	vérifié	sheet	feuille
ALS		5 of/ae 8	
approved	approuvé	W.O.no.	D.T.no.
LB		9100142289	
design no.	design no.		
5882-W05			

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W05
WINTER MAINTENANCE / ENTRETIEN D'HIVER
1:500



GENERAL NOTES

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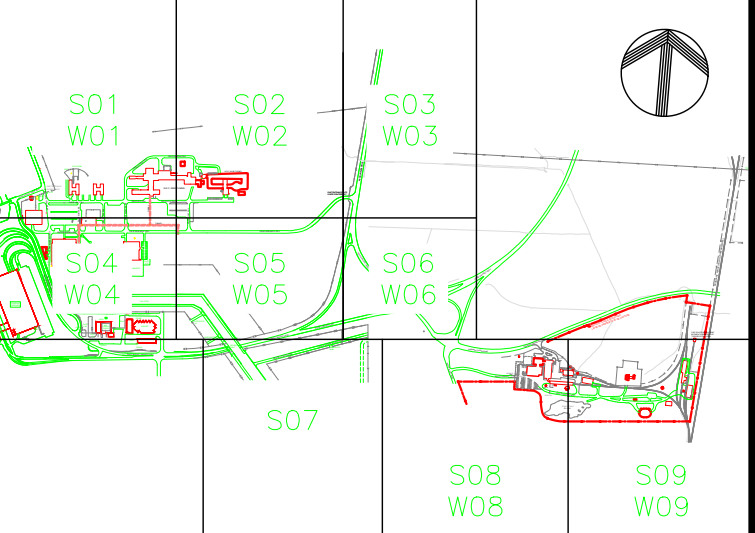
NOTES GÉNÉRALES

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LEGEND / LÉGENDE

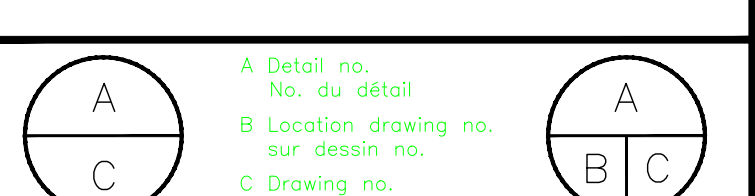
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
- GRASS CUTTING / TONTE DE PELOUSE
- SALT BOXES / BOÎTES À SEL
- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



No.	Date	Revised	By
1	01/2020	ISSUE FOR TENDER	ALS

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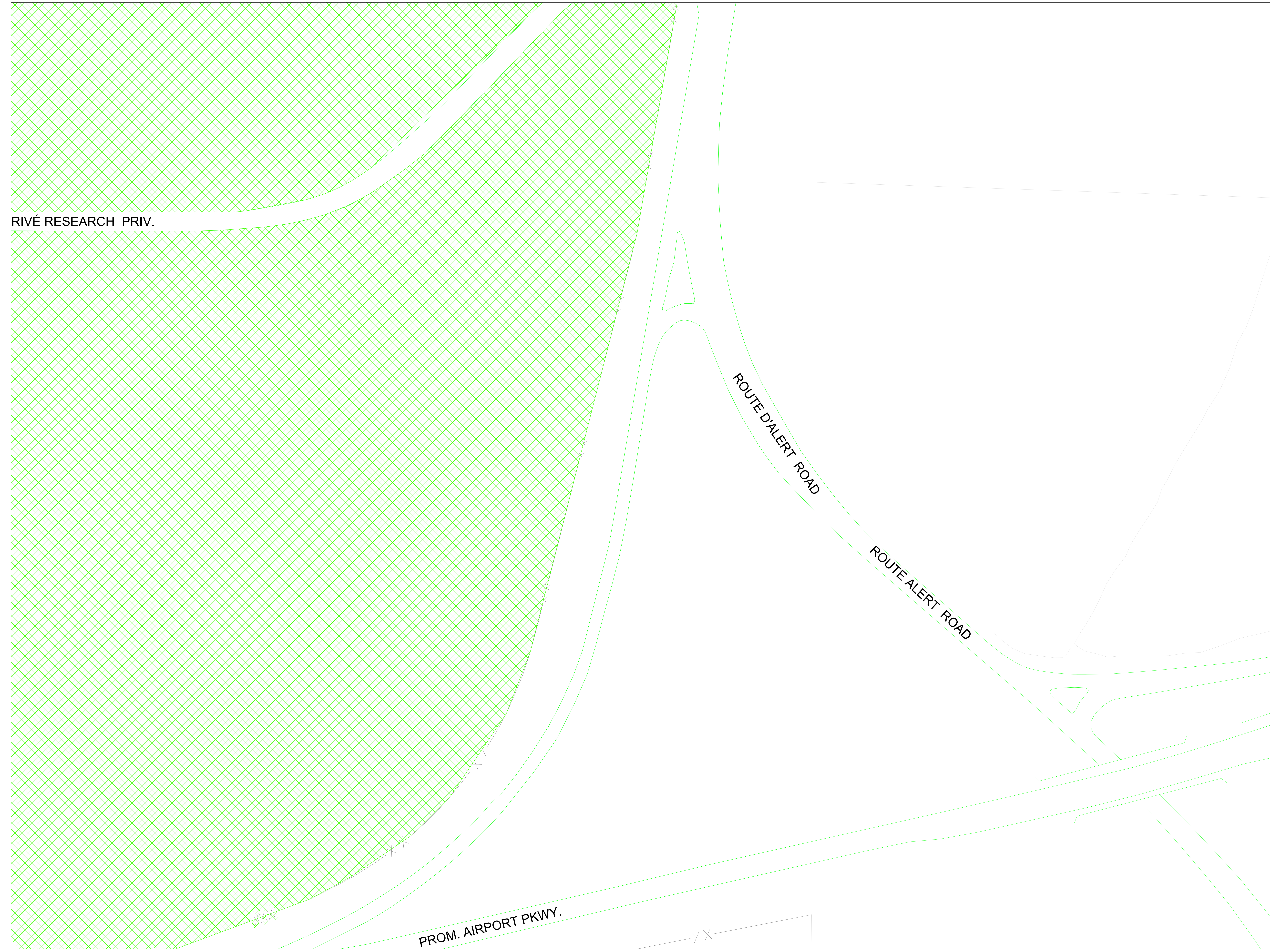


EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLAND CAMPUS

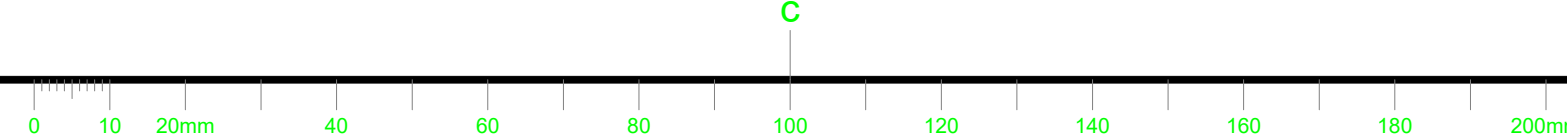
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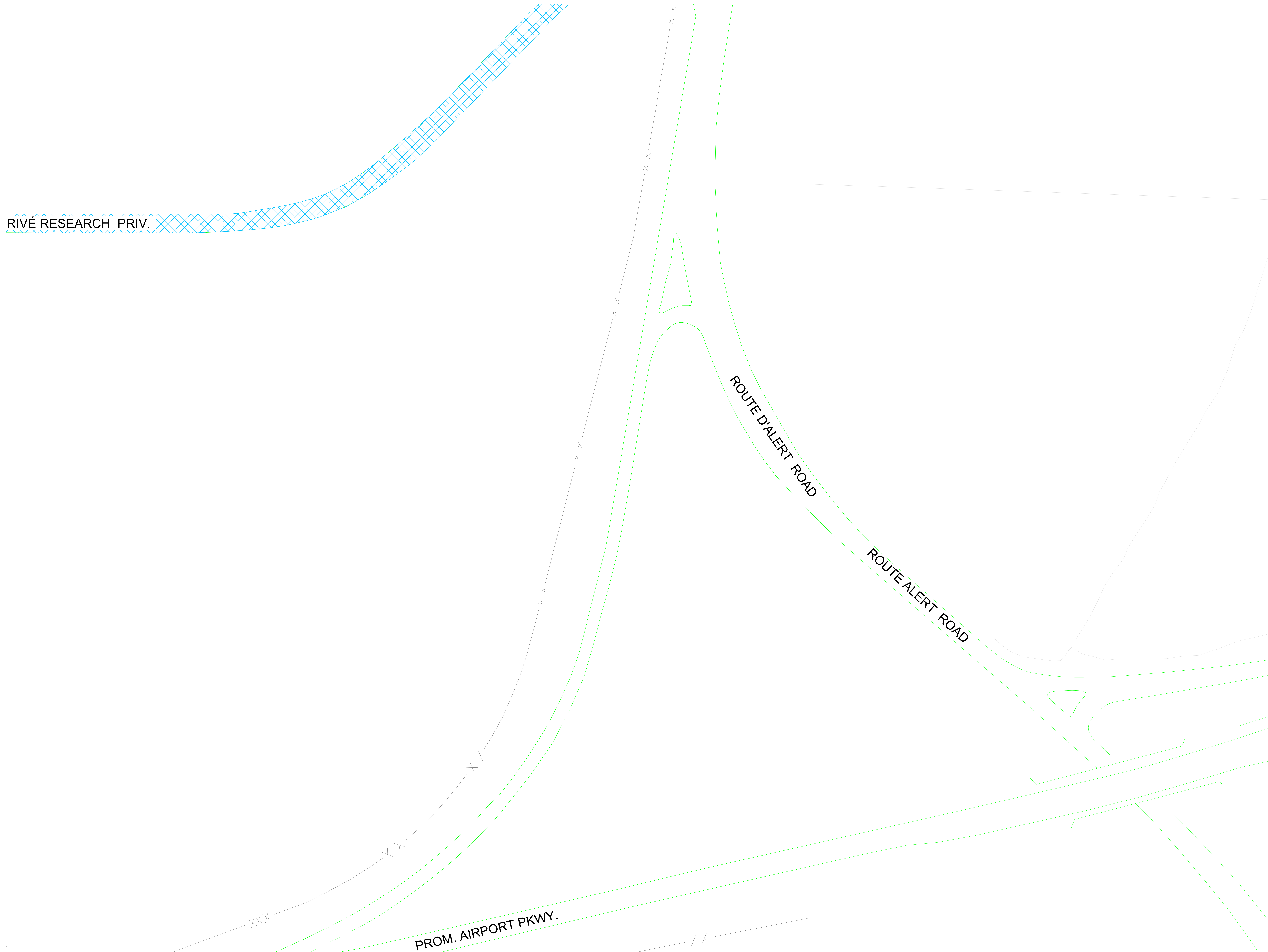
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DS	AL	ALS	LB	JUN 2020	AS NOTED	6 of 9	9

Design no. **5882-S06** / Design no.



SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ
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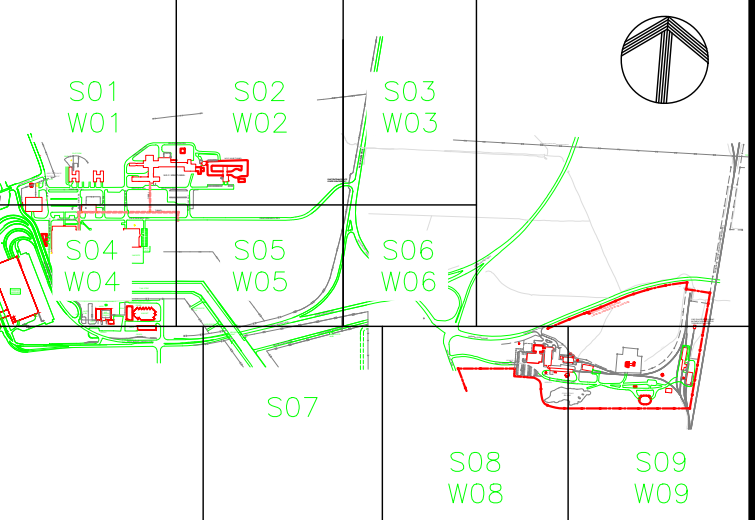




LEGEND / LÉGENDE

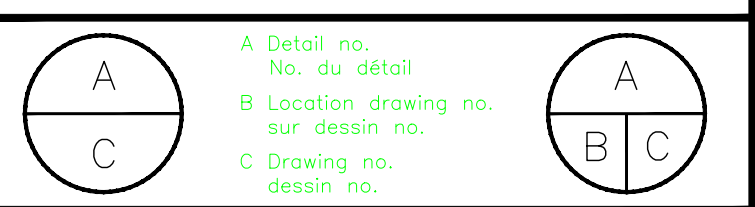
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
- SIDEWALKS AND PATHWAYS / TROITTOIRS ET SENTIERS
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KEY PLAN / PLAN CLÉ



No.	Date	Revised	By
1	01/2020	ISSUE FOR TENDER	DS

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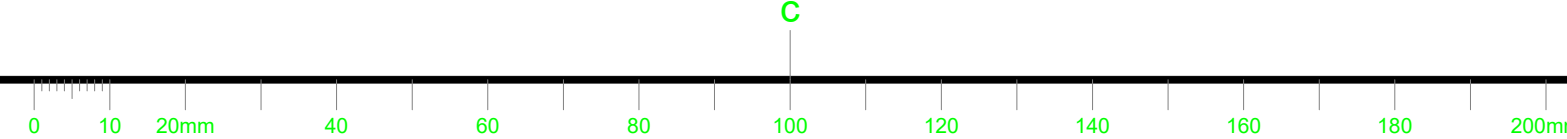


EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

drawing: WINTER MAINTENANCE / ENTRETIEN D'HIVER

designed	corrigé	date	dessiné
DS		JUN 2020	
drawn	dessiné	scale	échelle
AL		AS NOTED	
checked	vérifié	sheet	feuille
ALS		6 of 8	8
approved	approuvé	W.O.no.	D.T.no.
LB		9100142289	
design no.	design no.		
5882-W06			

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WINTER MAINTENANCE / ENTRETIEN D'HIVER
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GENERAL NOTES

- SPRAY WEED CONTROL PRODUCT ONE METER EACH SIDE OF ALL FENCE LINES ONCE MONTHLY.
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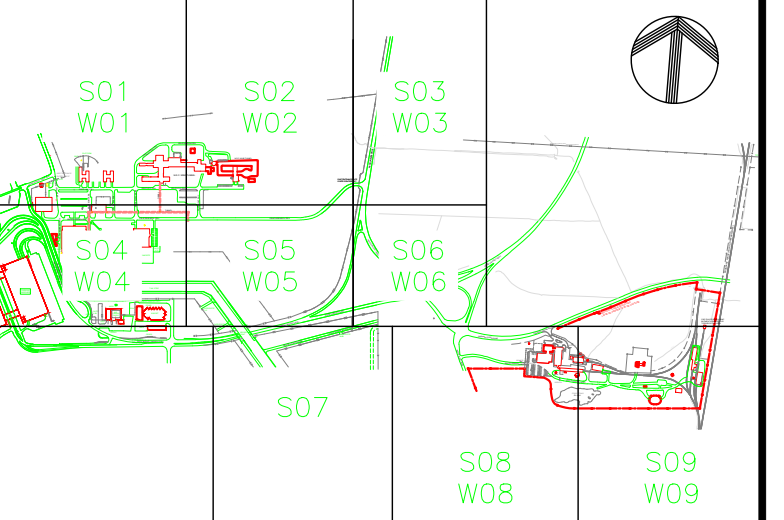
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LEGEND / LÉGENDE

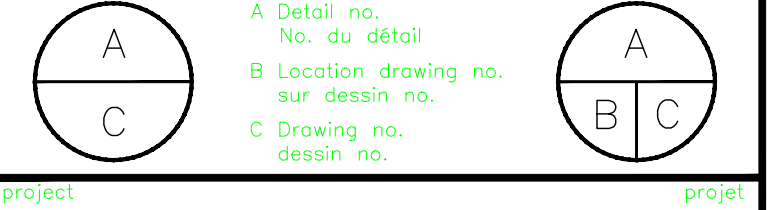
- ROADWAYS AND PARKING LOTS / CHEMINS ET STATIONNEMENTS
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- GENERATOR / GÉNÉRATEUR
- FENCE LINE / LINE DE CLÔTURE

KEY PLAN / PLAN CLÉ



No.	Date	Revised	By
1	01/2020	ISSUE FOR TENDER	LB

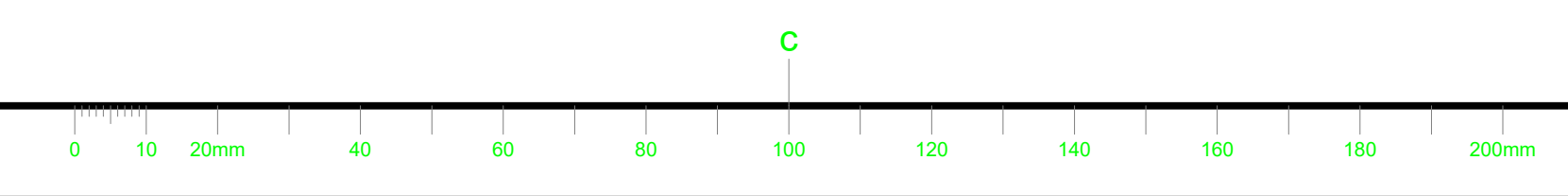
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EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed	DS	checked	AL	scale	AS NOTED	date	JUN 2020	
checked	ALS	verified	LB	sheet	7 of 9	sheet	9	
approved	LB	approved	W.D.	W.D.No.	9100142289	D.T.No.		
design no.							design no.	5882-S07



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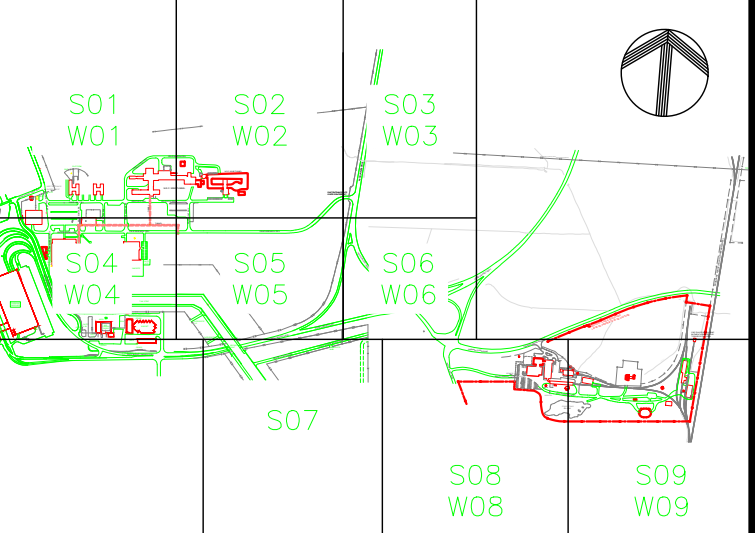
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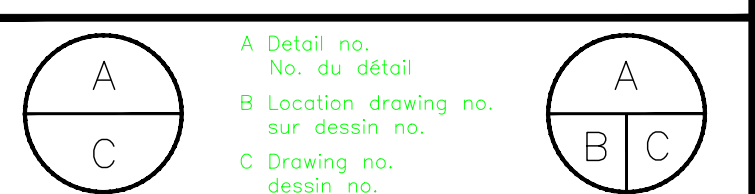
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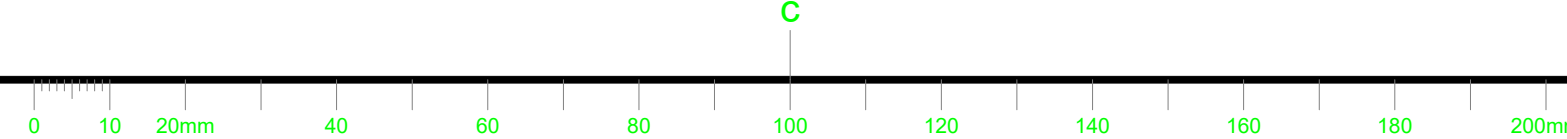
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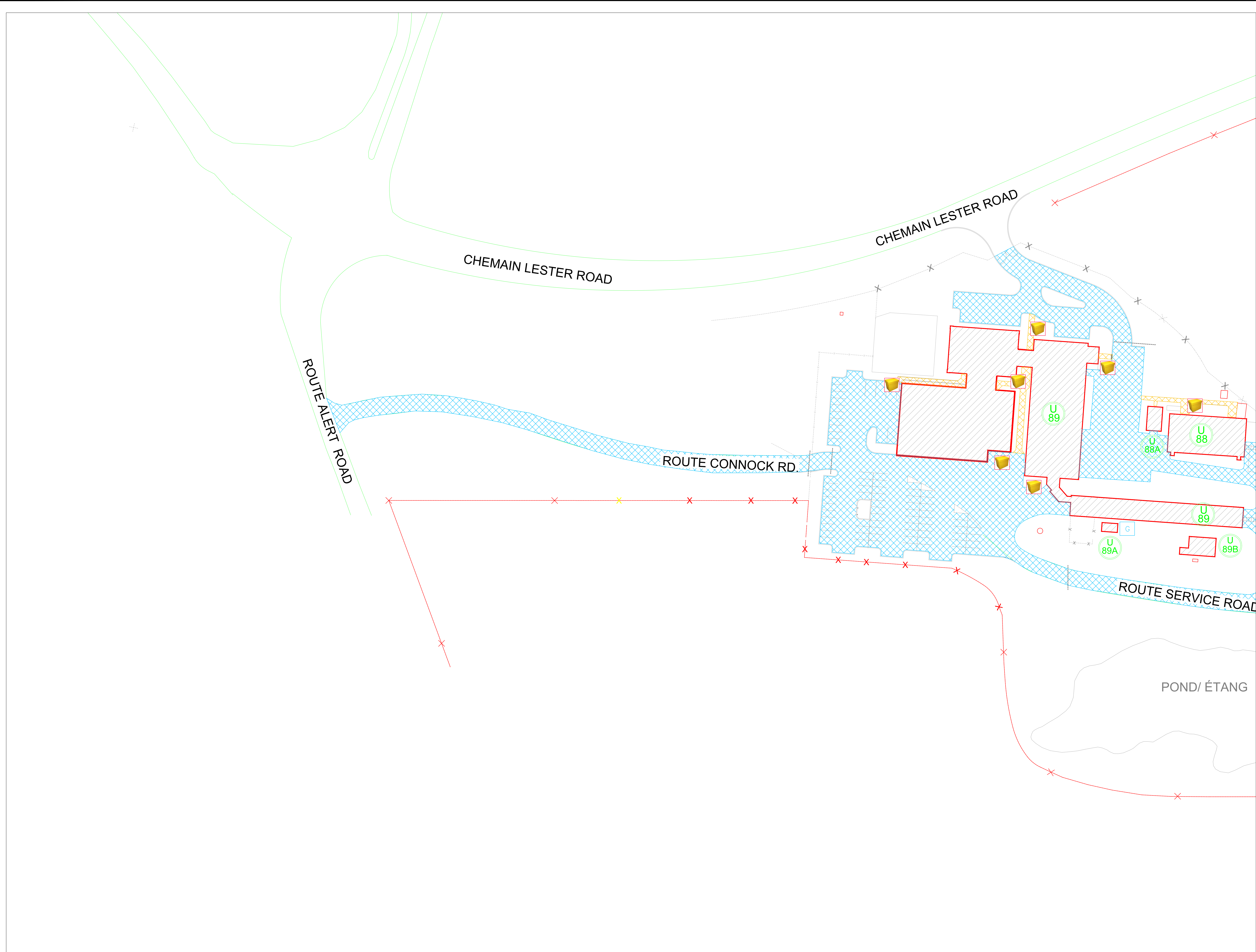
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drawn	AL	dessiné	scale	AS NOTED
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approved	LB	approuvé	W.O.no.	9100142289
design no.				design no.
				5882-S08



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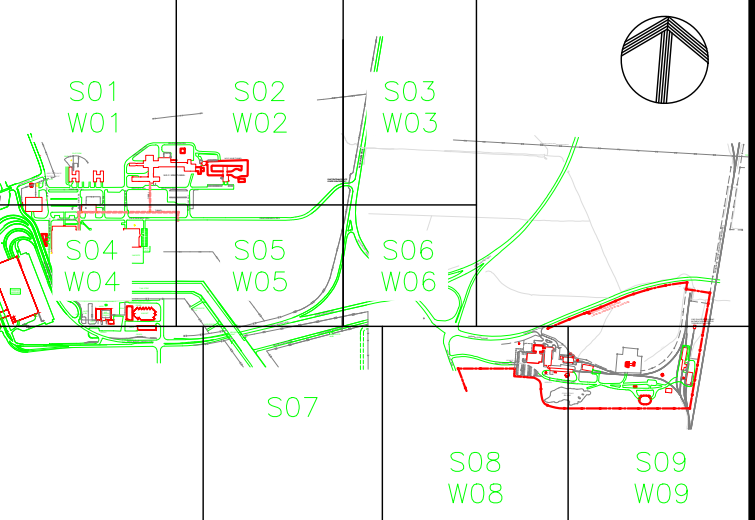




LEGEND / LÉGENDE

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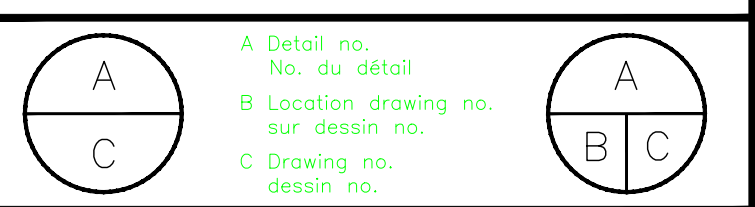
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No.	Date	Revised	By
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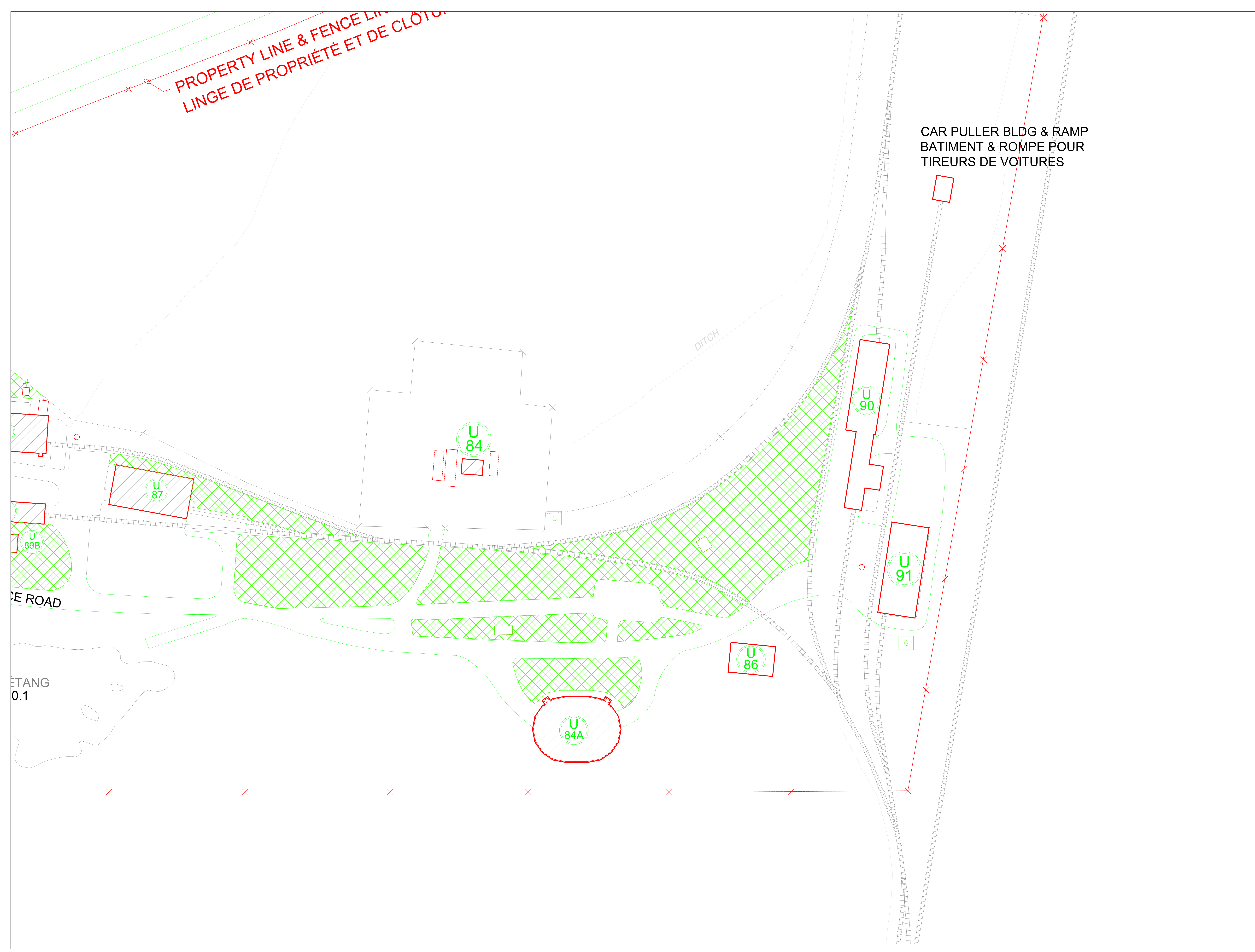
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EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

WINTER MAINTENANCE / ENTRETIEN D'HIVER

designed / dessiné	DS	scale / échelle	AS NOTED
drawn / dessiné	AL	sheet / feuille	7 of 8
checked / vérifié	ALS	approved / approuvé	W.O.No. / D.T.No. 9100142289
approved / approuvé	LB	design no. / dessin no.	5882-W08



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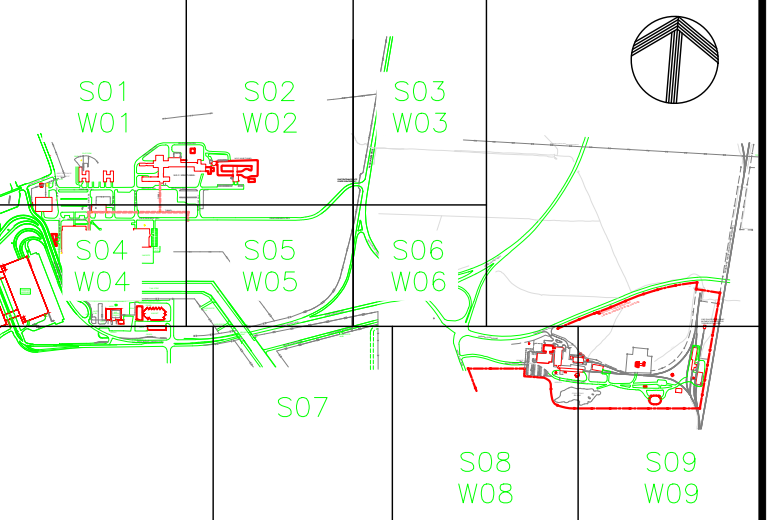
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LEGEND / LÉGENDE

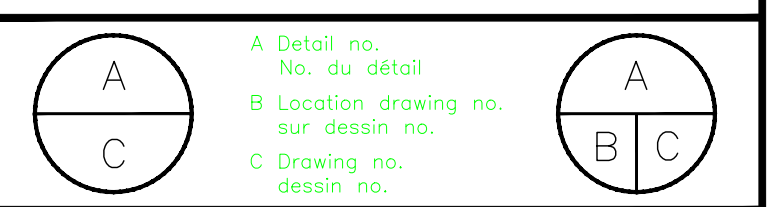
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KEY PLAN / PLAN CLÉ



No.	Date	Revised	By
1	01/2020	ISSUE FOR TENDER	ALS

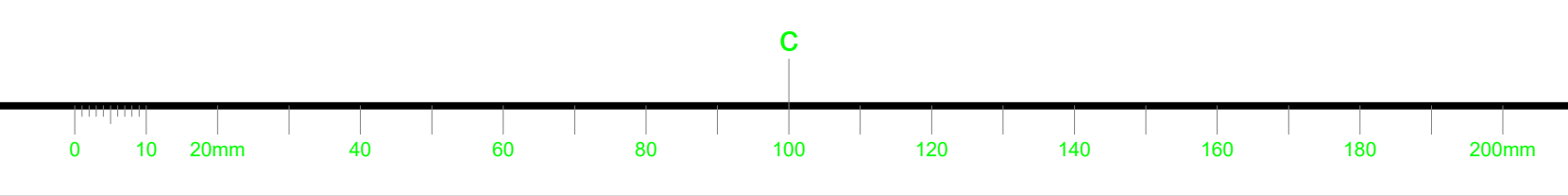
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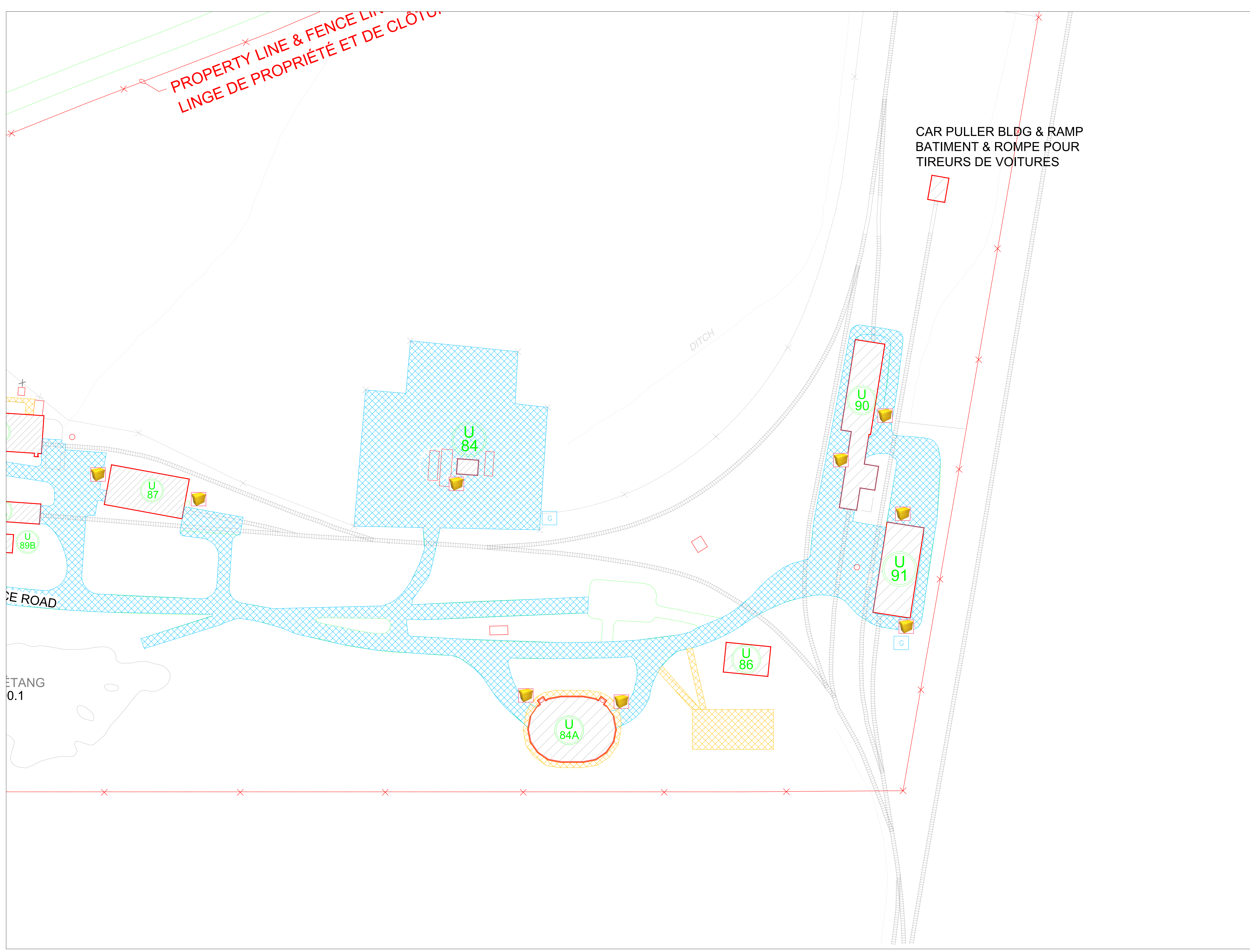


EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

SUMMER MAINTENANCE / ENTRETIEN D'ÉTÉ

designed	DS	corrigé	date	JUN 2020
drawn	AL	dessiné	scale	AS NOTED
checked	ALS	vérifié	sheet	9 of/ae 9 feuille
approved	LB	approuvé	W.O.no.	9100142289
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PROPERTY LINE & FENCE LINE
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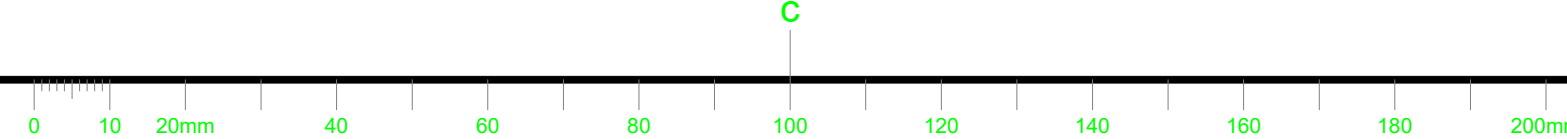
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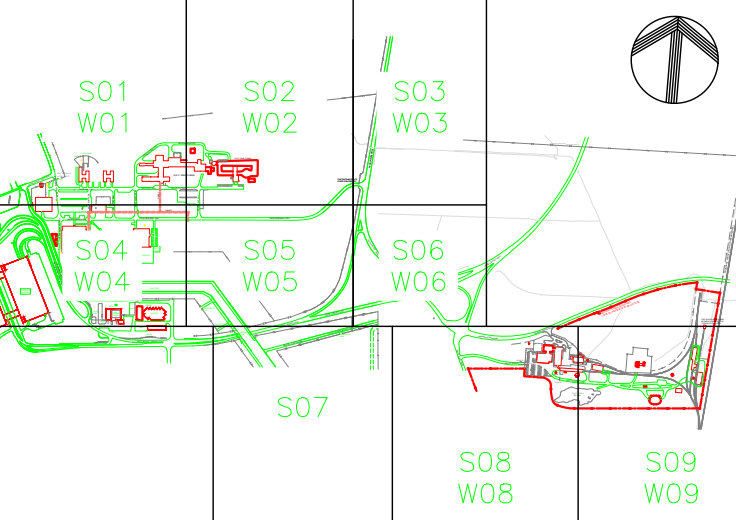
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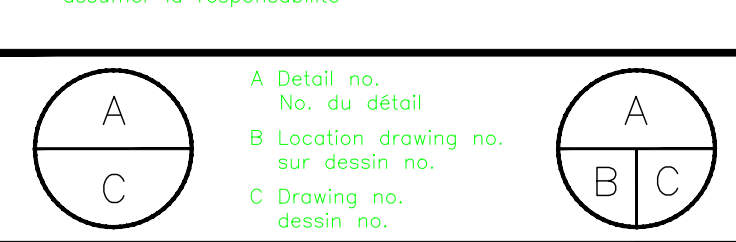
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KEY PLAN / PLAN CLÉ



No.	Date	Revised by	Revised	Date
1	01/2020	DS/AL	W09	01/2020

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PROJECT: EXTERIOR GROUNDS MAINTENANCE - SNOW REMOVAL AND LANDSCAPING / ENTRETIEN DES TERRAINS - SERVICES DE DÉNEIGEMENT ET D'ENTRETIEN PAYSAGER UPLANDS CAMPUS

DRAWING: WINTER MAINTENANCE / ENTRETIEN D'HIVER

DESIGNED	CHECKED	DATE	SCALE
DS	ALS	JUN 2020	AS NOTED
AL	LB	8	8
LB	W.O. No.	9100142289	D.T. No.

5882-W09

APPENDIX E - FORMS

Form A – Statement of Compliance with Terms and Conditions / Fee Proposal and Signature of Proponent

Form B – Employment Equity Form

Form C – Licence to Occupy Premises and the NRC

Form D – Sign-In Sheet Mandatory Proponent meeting

Form E – Insurance Conditions



Annex “B”

ID	2035
Title	General Conditions - Services
Date	2011-05-16
Status	Active

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Specifications
- 07 Replacement of Specific Individuals
- 08 Time of the Essence
- 09 Excusable Delay
- 10 Inspection and Acceptance of the Work
- 11 Invoice Submission
- 12 Taxes
- 13 Transportation Costs
- 14 Transportation Carriers' Liability
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Compliance with Applicable Laws
- 18 Ownership
- 19 Copyright
- 20 Translation of Documentation
- 21 Confidentiality
- 22 Government Property
- 23 Liability
- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2035 02 (2008-05-12) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

2035 03 (2008-05-12) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.



2035 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by



Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 05 (2010-01-11) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 06 (2008-05-12) Specifications

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

2035 07 (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 08 (2008-05-12) Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

2035 09 (2008-05-12) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - (a) is beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.



5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 10 (2008-05-12) Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

2035 11 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;



- (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 12 (2010-08-16) Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
Prince Edward Island OP-10000-250
Manitoba 390-516-0
 - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.



However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 13 (2010-01-11) Transportation Costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2035 14 (2010-01-11) Transportation Carriers' Liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2035 15 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2035 16 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:



"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 17 (2008-05-12) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

2035 18 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



2035 19 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2035 20 (2008-05-12) Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

2035 21 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the



Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2035 22 (2008-05-12) Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are



Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

2035 23 (2008-05-12) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

2035 24 (2008-05-12) Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages



and legal fees payable as a result of that infringement. "Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

2035 25 (2008-05-12) Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2035 26 (2008-05-12) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

2035 27 (2008-05-12) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in



a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 28 (2008-05-12) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and



- (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

- 5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
- 6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

2035 29 (2008-05-12) Termination for Convenience

- 1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2035 30 (2008-05-12) Accounts and Audit



1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 31 (2008-05-12) Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2035 32 (2008-05-12) Notice

Any notice under the Contract must be in writing and may be delivered by and, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2035 34 (2008-05-12) No Bribe or Conflict



1. The Contractor declares that no bribe, gift, benefit, or other Inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2035 35 (2008-05-12) Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2035 36 (2008-05-12) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2035 37 (2008-05-12) Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

2035 38 (2008-12-12) Contingency Fees

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).



2035 39 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

2035 40 (2008-05-12) Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on the Prevention and Resolution of Harassment in the Workplace](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2035 41 (2008-05-12) Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) send a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the email address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified email address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

2.2 All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder. The NRC will not be held responsible for electronic bids that arrive after the due date and time due to power failure or any other electronic failure issues.

For further information, please contact the Contracting Authority identified in the bid solicitation.



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871668

 Security Classification / Classification de sécurité
 UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		NRC		2. Branch or Directorate / Direction générale ou Direction		RPPM			
3. a) Subcontract Number / Numéro du contrat de sous-traitance				3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant					
4. Brief Description of Work / Brève description du travail Provide year round grounds maintenance work at our Uplands Campus									
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?						<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?						<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis									
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)						<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.						<input type="checkbox"/>	No Non	<input checked="" type="checkbox"/>	Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?						<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/>	Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès									
Canada		<input checked="" type="checkbox"/>	NATO / OTAN		<input type="checkbox"/>	Foreign / Étranger		<input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion									
No release restrictions Aucune restriction relative à la diffusion		<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN		<input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion		<input type="checkbox"/>	
Not releasable À ne pas diffuser		<input type="checkbox"/>	Restricted to: / Limité à:		<input type="checkbox"/>	Restricted to: / Limité à:		<input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:			Specify country(ies): / Préciser le(s) pays:			Specify country(ies): / Préciser le(s) pays:			
7. c) Level of information / Niveau d'information									
PROTECTED A PROTÉGÉ A	<input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>	PROTECTED A PROTÉGÉ A	<input type="checkbox"/>				
PROTECTED B PROTÉGÉ B	<input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>	PROTECTED B PROTÉGÉ B	<input type="checkbox"/>				
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>	PROTECTED C PROTÉGÉ C	<input type="checkbox"/>				
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>				
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>	SECRET SECRET	<input type="checkbox"/>				
TOP SECRET TRÈS SECRET	<input type="checkbox"/>			TOP SECRET TRÈS SECRET	<input type="checkbox"/>				
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>				



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Leo Bourque	Title - Titre Sr Site Operations Supervisor Ontario	Signature
Telephone No. - N° de téléphone 613-990-6472	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel leo.bourque@nrc-cnrc.gc.ca
		Date 07-06-2021

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Tori Pelletier	Title - Titre Analyst, Security in Contracting	Signature
Telephone No. - N° de téléphone (613) 998-7352	Facsimile No. - N° de télécopieur (613) 990-0946	E-mail address - Adresse courriel richard.bramucci@nrc-cnrc.gc.ca
		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Collin Long	Title - Titre Senior Contracting Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Collin.Long@nrc-cnrc.gc.ca
		Date June 10, 2021

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date