



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

Travaux publics et Services gouvernementaux  
Canada  
Voir dans le document/  
See herein  
NA  
Québec  
NA

**REQUEST FOR QUOTATION  
DEMANDE DE PRIX**

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

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

**Soumission de prix aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
TPSGC-PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Entretien des terrains de l'IML MLI grounds maintenance	
<b>Solicitation No. - N° de l'invitation</b> EE517-221438/A	<b>Date</b> 2022-02-17
<b>Client Reference No. - N° de référence du client</b> R.004269.099	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-042-18297
<b>File No. - N° de dossier</b> QCM-1-44134 (042)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b>  <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-03-14</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fortin-Harvey, Gabriel	<b>Buyer Id - Id de l'acheteur</b> qcm042
<b>Telephone No. - N° de téléphone</b> (343)551-4944 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC 1 - MPO / TRANSPORT CST 1 - DFO / TC CP 1000 STN BUREAU-CHEF 850 RTE DE LA MER MONT-JOLI Québec G5H3Z4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## MAURICE-LAMONTAGNE INSTITUTE LAND MAINTENANCE

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

### **1.2 Statement of Work**

The work is detailed at Annex A – Statement of Work.

### **1.3 Debriefings**

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

### **1.4 epost Connect service**

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

### **1.5 COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

#### 2.2.1 Epost Connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

Note: **Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect) (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>)

**2.2.2** Bids transmitted by hardcopy to PWGSC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to

provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Financial Bid  
Section II: Certifications

Due to the nature of the bid solicitation, bids transmitted by hardcopy will not be accepted.

#### **Section I: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

#### **Section II: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

The Bidder must provide with its bid all financial information requested in the bid solicitation at Annex B - Basis of Payment.

For Part 1 – Firm lot price of Annex B – Basis of payment, the firm lot price for each period of the contract will be added.

For Part 2 - Firm productive on-site hourly rate of Annex B - Basis of Payment, the hourly rates per worker will be multiplied by the on-demand hours estimated for evaluation only, as presented in Annex B - Basis of payment for base year 1 & 2 and option years 1, 2 & 3. The product of each line will then be added.

For Part 2 – On-demand materials of Annex B - Basis of Payment, the estimated on-demand materials amount will be multiplied by the percentage increase.

For Part 2 – On-demand materials of Annex B - Basis of Payment, the estimated on-demand materials amount will be multiplied by the percentage increase.

For the overall evaluation, totals for **Part 1 - Fixed price; Part 2 - Firm productive hourly rate on site** and **Part 2 – On-demand materials** of Annex B - Basis of payment will be added. The result obtained in the overall evaluation will be subject to the following selection method:

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

### **4.2 Basis of Selection**

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid or at the request of the contracting authority, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s);  
or
- b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination

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Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

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

#### 6.3.2 Supplemental General Conditions

##### 6.3.2.1 Compliance with on-site measures, standing orders, policies, and rules

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.

##### 6.3.2.2 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 180 days. The

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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 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) "Termination for convenience" of **2010C** (2020-05-28), General Conditions - Services (Medium Complexity).

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.

## **6.4 Term of Contract**

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

The period of the Contract is from date of award to **April 30<sup>th</sup>, 2024 inclusive**.

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three (3) additional one (1) year period** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment in Annex B – Basis of payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Gabriel Fortin-Harvey  
Title: Procurement Agent  
Public Works and Government Services Canada  
Telephone: 343-551-4944  
E-mail address: Gabriel.Fortin-Harvey@tpsgc-pwgsc.gc.ca

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

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File No. - N° du dossier  
QCM-1-44061

Id de l'acheteur - Buyer ID  
QCM042  
N° CCC / CCC No./ N° VME - FMS

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### 6.5.2 Departmental Representative (*will be added at contract award*)

The Departmental Representative for the Contract is:

Name :  
Title :  
Organization :  
Address :

Telephone :  
Fax :  
Email :

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

### 6.5.3 Contractor's Representative (*will be added at contract award*)

Nom : \_\_\_\_\_  
Titre : \_\_\_\_\_  
Organisation : \_\_\_\_\_  
Adresse : \_\_\_\_\_

Téléphone : \_\_\_\_\_  
Télécopieur : \_\_\_\_\_  
Courriel : \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

#### 6.7.1.1 Part 1 – Firm lot price of Annex B – Basis of Payment

For the maintenance work described in the statement of work in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified at Part 1 of Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **6.7.1.2 Part 2 – Firm productive on-site hourly rate of Annex B – Basis of Payment**

For additional work, on-demand work, emergency maintenance and service calls described in the Statement of Work in Annex A:

The Contractor will be paid firm hourly rates as specified at Part 2 of Annex B – Basis of Payment for the supply of direct or productive labor devoted solely to on-site work including the call for service, all labor costs relating to staff work, equipment, transport, marginal costs, administration costs, travel and living expenses as well as the profit of the contractor. Working time is counted from the moment the contractor is on site. Hourly rates do not apply to meal times or travel time off site. Customs duties are included and Applicable Taxes are extra.

#### **6.7.1.3 Part 2 – On-demand materials of Annex B – Basis of Payment**

For materials on demand needed during the execution of additional work, on-demand work, emergency maintenance and service calls described in the Statement of Work in Annex A:

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with Contract Cost Principles 1031-2, as determined by a government audit, plus a fixed fee in accordance with Part 2 of Annex B – Basis of Payment. The results and findings of the government's audit will be conclusive. Customs duties are included and Applicable Taxes are extra.

#### **6.7.1.4 Limitation of Expenditure**

For additional work, on-demand work, on-demand materials, repairs, emergency maintenance and service calls described in the Statement of Work in Annex A:

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

#### **6.7.3 Payment Methods**

##### **6.7.3.1 Invoicing Instructions - Maintenance Services**

(For the maintenance work described in the statement of work in Annex A.)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the semi-annual maintenance report described in the Statement of Work of the Contract. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
2. The Contractor must distribute the invoices and reports as follows:

The original and two (2) copies of the invoices and semi-annual maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.7.3.2 Invoicing Instructions – Single Payment**

(For additional work, on-demand work, emergency maintenance and service calls described in the Statement of Work in Annex A.)

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.7.4 SACC Manual Clauses**

*SACC Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations  
*SACC Manual* clause [C6000C](#) (2017-08-17), Limitation of price  
*SACC Manual* clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department  
*SACC Manual* clause [C0705C](#) (2010-01-11), Discretionary Audit

#### **6.7.5 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.8 SACC Manual Clauses**

*SACC Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations

#### **6.9 Certifications and Additional Information**

##### **6.9.1 Compliance**

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

#### 6.10 Applicable Laws

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

#### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

#### 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### 6.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex 6.13.1. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

#### **6.13.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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## **ANNEX A – STATEMENT OF WORK**



# ANNEX A

# STATEMENT OF WORK

## CONTRACT : IML FIELD MAINTENANCE (Lawn)

Institut Maurice Lamontagne  
850 route de la mer  
Mont-Joli, Québec G5H 3Z4

**EE517-221438**



Version 1.0

Mise à jour : October 2021

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## PART 1 DESCRIPTION

### 1.1 ADDRESS

- 1.1.1 The purpose of this specification is to make the statement of work at the following: Maurice Lamontagne institute.  
850 route de la mer, Mont-Joli, QC, G5H 3Z4

### 1.2 ACCESS to the site and buildings

- 1.2.1 The terms of access to the site will be prescribed by the representative of the department.  
See Annex C (SRCL) for security clearances.
- 1.2.2 The contractor must limit to a minimum the number of vehicles to be parked on the site, in addition, the vehicles must be identified with the name of the contractor.
- 1.2.3 All employees must wear clothing bearing the name or crest of the company.

### 1.3 ACCESSIBILITY LAWS

- 1.3.1 PWGSC agrees to comply with the clauses relating to the accessibility Canada Act relevant to this contract. Any non-compliance likely to prevent the provision of services will be assessed by PWGSC in order to put in place the required adaptation measures.

### 1.4 TRANSMISSION AND CONSULTATION OF DOCUMENTS

- 1.4.1 Any document consulted on the premises of PSPC and/or transmitted electronically must be unclassified.

### 1.5 IDENTIFICATION OF CONTRACTOR'S STAFF

- 1.5.1 It is the responsibility of the contractor to provide the following items at their own expense from the start of the contract and to keep their information up to date:

- 1.5.2 The list of all its personnel who will have access to the facilities;

- 1.5.2.1 Confirmation from Industrial Security that each member of its personnel who will have access to the facilities has a valid security clearance according to the requirements of the contract must be provided. For more information, see the link below.

**Tool free number** : 1-866-368-4646  
**National Capital region** : 613-948-4176  
**E-mail** : [ssi-iss@tpsgc-pwgsc.gc.ca](mailto:ssi-iss@tpsgc-pwgsc.gc.ca)  
**Website** : [www.tpsgc-pwgsc.gc.ca/esc-src](http://www.tpsgc-pwgsc.gc.ca/esc-src)  
<https://www.tpsgc-pwgsc.gc.ca/esc-src/enquete-screening-fra.html>

- 1.5.2.2 The Departmental Representative will require the Contractor to provide Option 1 and/or Option 2 at their convenience.

**Option 1** : must provide a passport-size color photo (digital format) for each employee who will be working on the premises.

You can check the following link for all the requirement details for this photo : <https://www.canada.ca/fr/immigration-refugies-citoyennete/services/passeports-canadiens/photos.html>

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**Option 2** : must provide a passport-size color photo (paper format) for each employee who will have to work on the premises.

You can check the following link for all the requirement details for this photo :<https://www.canada.ca/fr/immigration-refugies-citoyennete/services/passeports-canadiens/photos.html>

**NOTE :**

- 1.5.2.3 In order to gain access to facilities, the contractor must provide the information requested above as quickly as possible and wait for confirmation from the departmental representative that everything is compliant.
- 1.5.2.4 Depending on the validity period of the access cards and the duration of the contract, the service provider may be required to provide new photos (see 4.1.21.1.3) for its employees with access, and this at its expense.

## **1.6 ACCESS TO FACILITIES**

### **1.6.1 SCHEDULE OF VISITS**

- 1.6.1.1 Regular maintenance  
All visits must be scheduled with the representative of the ministry. Regular interviews should be scheduled at least one month in advance.

## **1.7 RESPONSIBILITIES OF THE CONTRACTOR**

- 1.7.1 Assume responsibility for any accident or damage caused by its personnel to government property or to any person on the premises. The contractor shall repair the damage at this expense as soon as possible and to the satisfaction of the departmental representative.
- 1.7.2 Take full responsibility for the safety of their equipment and materials during and after working hours. Public Works and Government Services Canada (PWGSC) will not be held responsible for vandalism, theft or loss.
- 1.7.3 Report any anomalies detected and not rectified
- 1.7.4 Review all anomalies with the Departmental Representative, noting and discussing any changes that can be made.
- 1.7.5 Unless authorized in writing by the Departmental Representative, the company must perform the work without resorting to subcontracting. If the contractor, with the agreement of PWGSC, resorts to subcontracting, this does not diminish his liability.

## **1.8 WORKFORCE QUALIFICATION**

- 1.8.1 The employees who will work on this file must be authorized in advance by the Departmental Representative in accordance with the criteria below.
- 1.8.2 During the period, if an authorized person is no longer available or has changed qualifications, he or she must be replaced by another who meets the requirements of the contractual documents, under the same conditions and to the satisfaction of the departmental representative
- 1.8.3 All authorized employee who must handle hazardous products must be aware of the WHMIS requirements for the products used (see part 3).
- 1.8.4 All costs related to training, qualification, certification or exemption are at the expense of the contractor.

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## 1.9 PROTECTION AND PREVENTION

- 1.9.1 In accordance with the safety standards of the representative of the Quebec Ministry of Labor, take all the safety measures and precautions necessary to protect people and property from any accident or damage during the execution of maintenance services or repair.

## 1.10 ESTIMATE

- 1.10.1 Provide, free of charge, at the request of the representative of the Department, a quantitative estimate of the additional work (as needed as and when required), at an hourly rate.

- 1.10.2 Include in the estimate

- The number of planned working hours.
  - Description and cost of parts, machinery and materials likely to be used.
  - Delivery times imposed by suppliers.
  - The work schedule.
- This estimate will not be binding on PWGSC.

## 1.11 AVAILABILITY AND DEADLINES

### Communication :

- 1.11.1 Be able to be reached without delay by phone and email during normal working hours, i.e. 7 a.m. to 5 p.m., Monday to Friday, and outside normal working hours, i.e. evenings, weekends and weekends holiday

### Response time :

- 1.11.2 Non urgent et urgent service call  
The contractor must have the resources to respond to service calls within a maximum of four (4) hours.

### Hours of work :

- 1.11.3 Unless otherwise indicated, perform the work during regular working hours, Monday to Friday between 7:30 am and 4:00 pm.

### Various :

- 1.11.4 The contractor does not obtain the exclusive right to perform the work in the disciplines (trades) mentioned in this estimate. The Departmental Representative retains the right to have work performed by others.

## 1.12 INSPECTION AND CONTROLE

### Note : There will be an inspection and control after:

- Work on request.
- On the advice of the representative of the ministry.

### Communication on site :

- 1.12.1 Be available to the Departmental representative when he inspects the work.
- 1.12.2 Submit all actions carried out for acceptance by the representative of the department.

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**1.12.3** Report whenever there is a problem on the premises.

**1.12.4** Contact the departmental representative at the start and end of each visit for which a request is made.

### **1.13 CLEANING**

**1.13.1** During the work, keep the site clean and free of waste and debris. Place volatile waste in covered metal containers and dispose of daily.

**1.13.2** After the work leave the premises clean and free of waste, debris, material, tools and equipment. Perform clean-up to the satisfaction of the Departmental Representative.

**1.13.3** Dispose of wastes off government property while respecting federal, provincial and municipal regulations relating to environmental protection.

**1.13.4** For waste to be disposed of, the contractor is responsible for finding a site where the discharge is authorized and paying the fees required by the owner of the site.

### **1.14 FIRST MEETING**

**1.14.1** The meeting will be held as soon as possible after contract award at a location determined by the representative of the Department. Authorized representatives of the ministry and the contractor will attend to establish the terms, schedules and detailed operating procedures that will be in effect for the duration of the contract.

**1.14.2** Information to be provide during the meeting:

- a) Name and telephone number of the person responsible for administration;
- b) Names and telephone numbers of those in charge or foremen authorized on the work sites;
- c) List of names of employees as well as proof of valid reliability list who will be working on Federal Government properties.
- d) Provide the emergency number list.
- e) During the period of the contract, communicate in writing to the representative of the Departmental Representative any change in the information provided.

### **1.15 SECURITY OF PREMISES**

**1.15.1** The contractor and the representatives of his firm must comply with the security regulations of the building.

**1.15.2** The contractor will provide instructions, notices, signs to notify the administrator and occupants of the building of the work in progress.

### **1.16 REPORTS, CERTIFICATES, INVOICES**

**1.16.1** Invoices must be sent monthly to the email address [QUEGII.QUEPFM@TPSGC-PWGSC.GC.CA](mailto:QUEGII.QUEPFM@TPSGC-PWGSC.GC.CA).

**1.16.2** Reports and certificates must be sent to the email address [TPSGC.RQSGBIAssuranceQualite-QRSGENQualityAss.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQSGBIAssuranceQualite-QRSGENQualityAss.PWGSC@tpsgc-pwgsc.gc.ca)

**1.16.3** The appointment must be sent to the email address RQ SGBI Assurance Qualite / QR SGEN Quality Ass (TPSGC/PWGSC).

### **1.17 EQUIPMENT**

**1.17.1** The contractor must have in his possession all the equipment, tools, products and materials necessary to carry out his mandate.

- 
- 1.17.2 The contractor may at no time use any material, equipment, tools or products belonging to the federal government.
  - 1.17.3 The contractor shall perform the work without requiring assistance from PWGSC employees or building occupants.
  - 1.17.4 The contractor must ensure the good condition of all equipment used to perform the work. The Departmental representative reserves the right to access the condition of the equipment and have it removed from service if found to be defective or unsuitable. The contractor must properly replace the effective equipment to continue the work.

#### **1.18 LABOR MOBILIZATION**

- 1.18.1 If it is necessary to close a traffic lane, reestablish access as soon as possible.
- 1.18.2 Supply and install the guardrails and signage necessary to ensure public safety and the protection of the works.
- 1.18.3 Take all necessary precautions to prevent the spread of odors in buildings.
- 1.18.4 No room will be accessible without the presence of a PWGSC employee.

#### **1.19 ADMINISTRATIVE REGULATIONS AND PERMITS**

- 1.19.1 The contractor shall perform this contract in accordance with federal, provincial, municipal and codes governing the various stages of the work.
- 1.19.2 The contractor must hold the licenses and permits for the various specialties essential to be qualified for the performance of the contract.
- 1.19.3 The contractor must obtain all permits required to carry out the work. In all cases, the contractor must comply with the requirements attached to these permits.
- 1.19.4 All costs related to a permit application, issuance and administration are at the expense of the contractor.

#### **1.20 WORKMANSHIP**

- 1.20.1 The work must be carried out according to the rules of the art (the best recognized methods). If during an inspection, the representative of the ministry notices the non-compliance of a work, it must be taken back at the contractor's expense. The contractor must have all the specialized equipment and competent personnel required to fully perform his work.
- 1.20.2 The contractor must have all the specialized equipment and competent personnel required to fully perform his work.
- 1.20.3 If the contractor, with the agreement of PWGSC, resorts to subcontracting, this does not diminish its responsibility with regard to the quality and timeliness of execution.

#### **1.21 ENVIRONMENT**

- 1.21.1 Respect the environmental clauses in force.

#### **1.22 TOBACCO USE POLICY**

- 1.22.1 It is strictly forbidden for the contractor, its employees or any other person in connection with this contract to smoke on federal lands.

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## **PARTIE 2 – EXECUTION**

### **2.1 GENERALITIES**

- 2.1.1** The contractor must gradually provide the labor, tools, equipment and protection necessary to proceed with the estimate.

### **2.2 WORK'S EXTENT**

- 2.2.1** Service areas covered by this Statement of Work:

- Affected places :
- All grassed areas
- The seeded areas
- The hay-lined areas on the site as well as the shoulder of route 132 on the east side.
- Gravel covered areas.
- Trees, shrubs, conifers, plants, etc.

- 2.2.2** The maintenance work should affect the three (3) types of grassed areas demonstrated in Appendix 1 – Site Plan and include all of the following steps, but no limited to them.

#### **2.2.2.1 SPRING CLEANING**

- The contractor must clean the land to remove debris accumulated during the winter and facilitate the resumption of vegetation growth.
- Mechanically rake all grassy surfaces and manually, clean under shrub borders and flower beds and pick up debris accumulated during winter (yellow grass, dead leaves, mold sand, etc.).
- If required, aerate the lawn and apply lime; the contractor must obtain authorization from the departmental representative.
- Spring cleaning should not be done on frozen or soggy ground.

#### **2.2.2.2 SUMMER MAINTENANCE**

- The contractor must use maintenance and horticultural methods that promote the growth of vegetation and give a good appearance to landscaped areas.
- The work must include the following operations, without being limited to:
  - Repair and seeding of lawns.
  - Mowing the lawn.
  - Rubbish removal.
- If necessary, repair and seed all grassy areas damaged during the winter. A mixture of grasses and white clover could be used for this purpose.
- Apply a prestige lawn fertilizer two (2) times a year, in early spring and late fall. The contractor must indicate the type of fertilizer he intends to use as well as the quantity. In addition, he will have submit a technical data sheet of the fertilizer for the maintenance of lawn. All the products used in the grounds must be biological composition and not representing any danger for the environment.

- 
- Unless otherwise specified by the departmental representative, grasscycling must be used. This method involves leaving the mown grass on the lawn.
  - Differentiated management of land according to its vocation (lawn, hay field or fallow areas); the frequency and height of mowing will be added according to the zones.

2.2.2.2.1 For areas «A», lawn and prestige lawn mow the grass to lower its height between 3 and 4 inches (8-10 cm). Only the first and the last mowing should be shorter, i.e. 2 inches (5 cm).

2.2.2.2.2 For the zones «B» hay field, these areas will be cut once or twice a year using a tractor in order to control the regeneration of trees and shrubs; hay residues will be left on site.

2.2.2.2.3 For the zone «C» riparian strip and fallow areas, they will be left fallow, 2-meter-wide trails will be mowed at 4 places on the shoreline to facilitate access to the beach as well as a motorable path will be maintained up to the shed located on the northwest side. The grass will be cut over a width of 1-2 meters around the shed.

### 2.2.2.3 WINTER PREPARATION

2.2.2.3.1 Rake, lawns and flower beds, to remove all leaves once they have finished falling, bag them and dispose of properly.

2.2.2.3.2. Collect other rubbish that could have been blown away and dispose of it properly.

## 2.2.3 WORK AT HOURLY – ON REQUEST

2.2.3.1 The execution of maintenance work at an hourly rate and non-urgent and urgent service calls must, in all cases, be authorized beforehand by the representative of the Ministry and confirmed by the presentation of a duly purchase order. On demand work may include, but is not limited to, hedge trimming; weeding of flower beds; cutting branches; the control of insects, pests and diseases affecting trees, scrubs, plants or lawns; etc.

### 2.2.3.1.1 INSECT AND DISEASE CONTROL

- Immediately notify the Departmental Representative of the emergence of pests or fungal diseases.
- Obtain departmental representative approval before applying any insecticide.
- Apply any insecticide in strict accordance with the manufacturer's and environmental instructions.

2.2.3.2 The applicable hourly rates will be those established in Part 2 – Price on demand of Annex B – Basis of Payment.

## 2.3 CONTINUITY AND SPEED OF WORK

2.3.1 Unless the Department's representative advises otherwise, carry out all work without interruption.

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## **PART 3 - PRODUCTS**

### **3.1 MATERIAL SAFETY DATA SHEETS (WHMIS)**

- 3.1.1** Provide a list of all products upon request.
- 3.1.2** Have at this disposal the parts and materials essential for the work of this estimate.
- 3.1.3** Have in inventory or in service trucks the basic materials required for most of the work in this specification.
- 3.1.4** Use new equipment, parts and materials that are free from defects.
- 3.1.5** For new installations, use the devices, parts and materials specified by the Departmental Representative.

### **3.2 MATERIAL SAFETY DATA SHEETS (WHMIS 2015)**

- 3.2.1** See Part 4 – Health and safety

### **3.3 DATA SHEETS**

- 3.3.1** Upon request from the departmental representative, be able to provide technical data sheets for the products used.

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## PART 4 – HEALTH AND SAFETY

These specification concerns maintenance projects. For construction projects, the specification one the clauses of Health and Safety at work in construction must be used. The construction site, according to the *Loi sur la Santé et la Sécurité au Travail (Act respecting occupational health and safety)* is described as follows :

«**construction site**» : means a place where foundation, erection, maintenance, renovation, repair, alteration or demolition work is carried out in respect of a building or of civil engineering works, on and at the site itself, including the preparatory work of land clearing or earth moving and any other work determined by regulation, and the lodging, eating or recreational facilities put at the disposal of the construction workers by the employer;

### 4.1 GENERAL CLAUSES

**4.1.1** By accepting this contract, the Contractor agrees to supervise the work and assume all responsibilities normally bestowed upon the main contractor and the employer under An Act respecting occupational health and safety and to act as supervisor of the work.

**4.1.2** The Contractor must manage your activities so that the health and safety of your staff, occupants of the building or facility and the public and protection of the environment always takes precedence over considerations of cost and scheduling.

The Contractor must comply with all requirements of these specifications, including :

**4.1.3** Comply at all times with the provisions of the Act respecting occupational health and safety, the Safety Code for the construction Industry and the Occupational Health and Safety Regulations where applicable.

**4.1.4** The Contractor shall submit to the departmental representative a prevention program specific to all the activities it is likely to carry out on the property at least 10 days prior to the start of work. The Contractor must subsequently update its prevention program if the course of work diverges from initial projections. The Departmental Representative may, after receiving the program and at any time during the contract, require that the program be modified or supplemented in order to better reflect the reality of the workplace. The Contractor must then make the necessary changes prior to the start of work.

This program must be based on the risks identified and must take into account the information and requirements contained in these specifications. The program must remain in force throughout the term of this standing offers and must satisfy the following requirements:

1. Identify risks specific to each category of tasks that will be performed in order to execute this standing offers and the corresponding preventive measures based on the regulatory requirements.
2. Identify the person responsible for implementing preventive measures.
3. Take into account the risks that may affect the health and safety of the workers as well as the health and safety of the occupants of the building or facility and of the public.
4. Include an accident response procedure.
5. Include a workplace inspection checklist based on the content of its risk identification.
6. Include any repair tasks that may be assigned under this standing offers.

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7. Include a written undertaking from all stakeholders to comply with the prevention program.

**4.1.5** The Contractor must submit the following documents to the building technical officer:

1. a copy of the training certificates required for application of these specifications and safe planning of the work (for example: general health and safety for construction sites, asbestos, lock-out, first aid);
2. a copy of the safety data sheet for every controlled product on the worksite, at least three days before the product is used on site;
3. confirmation of medical certificates for supervisory staff and all employees where a medical examination is required under a statute, regulations, a directive, specifications or a prevention program, the Contractor must thereafter promptly submit confirmations of medical exams for all;
4. a copy, signed and sealed by an engineer, of all plans and compliance certificates required under the Safety Code for the construction industry (S-2.1, r. 4), any other statute or regulation, or any other clause of the specifications or the contract. A copy of these documents must also be sent to the CNESST and be available on the worksite at all times;
5. a mechanical inspection certificate for the machinery used to perform the work (e.g., elevating platforms);
6. an investigation report within 24 hours following any accident that results in an injury or any incident that brings to light a potential hazard;
7. a copy, within 24 hours, of any inspection report, notice of correction or recommendation issued by federal or provincial inspectors.

**4.1.6** The Contractor must ensure that the equipment, tools and protective equipment used to carry out the work are maintained and kept in good condition. Equipment, tools or protective devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed. The technical officer reserves the right to prohibit the use of equipment or tools deemed to be dangerous, defective or inappropriate.

**4.1.7** The Contractor must ensure that its employees have received the training and information needed to perform their tasks safely and that all necessary tools and protective devices are available, comply with the applicable standards, statutes and regulations and are used.

**4.1.8** The Contractor must take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, provincial regulations, applicable standards and the prevention program specific to the work, and to comply promptly with any order or notice of correction issued by the Commission de la santé et de la sécurité du travail (CSST).

Regardless of the number of workers assigned to the work, the Contractor must designate a person to act as workplace health and safety officer and give that person the authority to order work be stopped or resumed when the person deems such action to be necessary for health and safety reasons.

**4.1.9** Without limiting the scope of the preceding paragraph, the building technical officer may at any time order that work be stopped if the officer believes there is a hazard or risk to the health and safety of the employees assigned to the work, of the public or of the environment.

**4.1.10** The Contractor must take all measures necessary to ensure effective communication of health and safety information. When they arrive on the premises, all workers must be informed of any special features of the prevention program, as well as their obligations and their rights. The Contractor must

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maintain a log of information provided and obtain a signature from every worker who is given the information.

The Contractor must inform its workers that they have the right to refuse any work which might constitute a hazard to their health or safety.

- 4.1.11 The Contractor must inspect the work site and submit, at the request of the building technical officer, a duly completed work site inspection sheet every week or at an interval determined with the building technical officer on the call-up form.
- 4.1.12 The Contractor must promptly take such measures as are needed to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, the building technical officer or the PWGSC health and safety coordinator, or in the course of a periodic inspection. Submit to the building technical officer written confirmation of all measures taken to correct non-compliance or hazardous situations.
- 4.1.13 The Contractor must provide first aid in compliance with applicable standards and any other clause of these specifications.
- 4.1.14 The Contractor must review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.
- 4.1.15 The Contractor must mark off and control access to the work area and install barricades as needed.
- 4.1.16 The Contractor must take all measures necessary to keep the workplace clean and orderly throughout the work, and must ensure that the workplace is free of any hazards at the end of each work day.
- 4.1.17 When a worker works alone in an isolated place where it is impossible to ask for assistance, the Contractor must identify the risks related to the situation and provide the building technical officer with a procedure for preventing those risks and quickly getting help in an emergency.
- 4.1.18 Where a hazard not identified in the specifications arises as a result of or in the course of the work, the Contractor must stop work immediately, implement temporary protective measures for workers and the public, and notify the departmental representative orally and in writing. The Contractor must then submit the necessary modifications for approval before proceeding with the prevention program, so that work can continue safely.
- 4.1.19 In the event of an incident, the Contractor must take such measures as are needed, including stoppage of work, to ensure the health and safety of workers and the public and must contact the technical officer promptly.
- 4.1.20 Sub-contracting is not permitted without special authorization from the building technical officer. In making the decision, the building technical officer will consider the subcontractor's ability to meet these requirements.
- 4.1.21 On the worksite, the Contractor must consider the following conditions in developing a safe work plan:
- 4.1.22 If the Contractor is asked to do work that is likely to produce asbestos dust, the Contractor must meet the requirements of section 3.23 of the Safety code for the construction industry, made under the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) .
- 4.1.23 If the Contractor is asked to do work at heights in the building, the Contractor must indicate in its prevention program the measures to be taken to prevent falls.
- 4.1.24 The Contractor may be asked to do work near a body of water or holding pond. The Contractor must indicate in its prevention program the measures to be taken to prevent the risk of drowning, electric shock and electrocution.

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- 4.1.25 If the Contractor is asked to inspect or check electrical rooms, the Contractor must indicate in its prevention program the measures it plans to take to protect people in those areas.
  - 4.1.26 If the Contractor is asked to do work in confined spaces, the Contractor must include in its prevention program the measures it intends to take when working in these areas, and take into account the requirements of section 3.21 of the Safety code for the construction industry, in the *Act respecting occupational health and safety*, (R.S.Q., c. S-2.1).
  - 4.1.27 If the Contractor is asked to do work in laboratories, the Contractor must contact the building technical officer to determine whether special procedures need to be observed.
  - 4.1.28 In addition to all of the above, the Contractor must:

#### 4.2 SAFETY DATA SHEETS – SDS (WHMIS 2015)

- 4.2.1 Hazardous materials must be transported to the work site in their original containers. Each container shall include a label that complies with Workplace Hazardous Materials Information System (WHMIS) requirements. Storage of pesticide products is not permitted in PWGSC owned or operated facilities.
- 4.2.2 All chemicals, such as cleaning products, varnishes, paints, solvents, coatings, gases and any other toxic products are considered hazardous products.
- 4.2.3 Before starting work, submit for the Departmental Representative's approval all safety data sheets (SDSs) for hazardous products. The sheets must meet the requirements of the Workplace Hazardous Materials Information System (WHMIS 2015) :
  - 1. Product identification;
  - 2. Hazard identification;
  - 3. Composition/information on components;
  - 4. First aid;
  - 5. Fire-fighting measures;
  - 6. Accidental release measures;
  - 7. Handling and storage ;
  - 8. Exposure controls/personal protection;
  - 9. Physical and chemical properties;
  - 10. Stability and reactivity;
  - 11. Toxicological information;
  - 12. Ecological;
  - 13. Disposal considerations;
  - 14. Transport information;
  - 15. Regulatory information;
  - 16. Other information.
- 4.2.4 Upon the Departmental Representative's request, be able to provide the safety data sheets (SDS) for the products used.
- 4.2.5 Keep at the worksite a binder with all SDSs for products used on site; the SDSs must be updated as needed.
- 4.2.6 Provide the Departmental Representative with documents proving workers have taken WHMIS 2015 training.

Example of an SDS in French:

- [https://www.csst.qc.ca/prevention/reptox/simdut-2015/guide-utilisation-fiche-donnees-securite/Pages/24-exemple-fds.aspx?\\_ga=2.236168900.430740398.1604605383-686866387.1573666632](https://www.csst.qc.ca/prevention/reptox/simdut-2015/guide-utilisation-fiche-donnees-securite/Pages/24-exemple-fds.aspx?_ga=2.236168900.430740398.1604605383-686866387.1573666632)

#### 4.3 SPECIAL CLAUSES

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#### **4.3.1 USE OF PUBLIC ROADS**

- 4.3.1.1 Where it is necessary to encroach on a public road for operational reasons or to ensure the security of the workers, the occupants or the public (for example: the use of scaffolding, cranes, excavation work, etc.), the Contractor shall obtain at his own expense any authorizations and permits required by the competent authority.
- 4.3.1.2 The Contractor shall install at his own expense any signage, barricades or other devices needed to ensure the safety and security of the public and the Contractor's own facilities.

#### **4.3.2 FALL RICK PREVENTION**

- 4.3.2.1 The Contractor must provide the equipment needed to work at heights (ladders, stepladders, elevating platforms, scaffolding, etc.).
- 4.3.2.2 Plan and organize work so as to eliminate the risk of fall at the source or ensure collective protection, thereby minimizing the use of personal protective equipment. When personal fall protection is required, workers must use a safety harness that complies with CSA standard CAN/CSA Z-259.10 M90. A safety belt must not be used as fall protection.
- 4.3.2.3 Every person using an elevating platform (scissors, telescopic mast, articulated mast, rotative mast, etc.) must have a training regarding this equipment.
- 4.3.2.4 The use of a safety harness is mandatory for all elevating platforms with telescopic, articulate or rotative mast.
- 4.3.2.5 Define the limits of the danger zone around each elevating platform.
- 4.3.2.6 All openings in a floor or roof must be surrounded by a guardrail or provided with a cover fixed to the floor able to withstand the loads to which it could be exposed, regardless of the size of the opening and the height of the fall it represents.
- 4.3.2.7 Everyone who works within two metres from a fall hazard of three metres or more must use a safety harness in accordance with the requirements of the regulation, unless there is a guardrail or another device offering an equivalent safety.
- 4.3.2.8 Despite the requirements of the regulation, the Departmental Representative may require the installation of a guardrail or the use of a safety harness for specific situations presenting a risk of fall less than three metres.





# ANNEX - D

## SITE PLAN – Grounds maintenance (Lawn)

**Institut Maurice-Lamontagne**  
850, route de la Mer, Mont-Joli, QC, G5H 3Z4

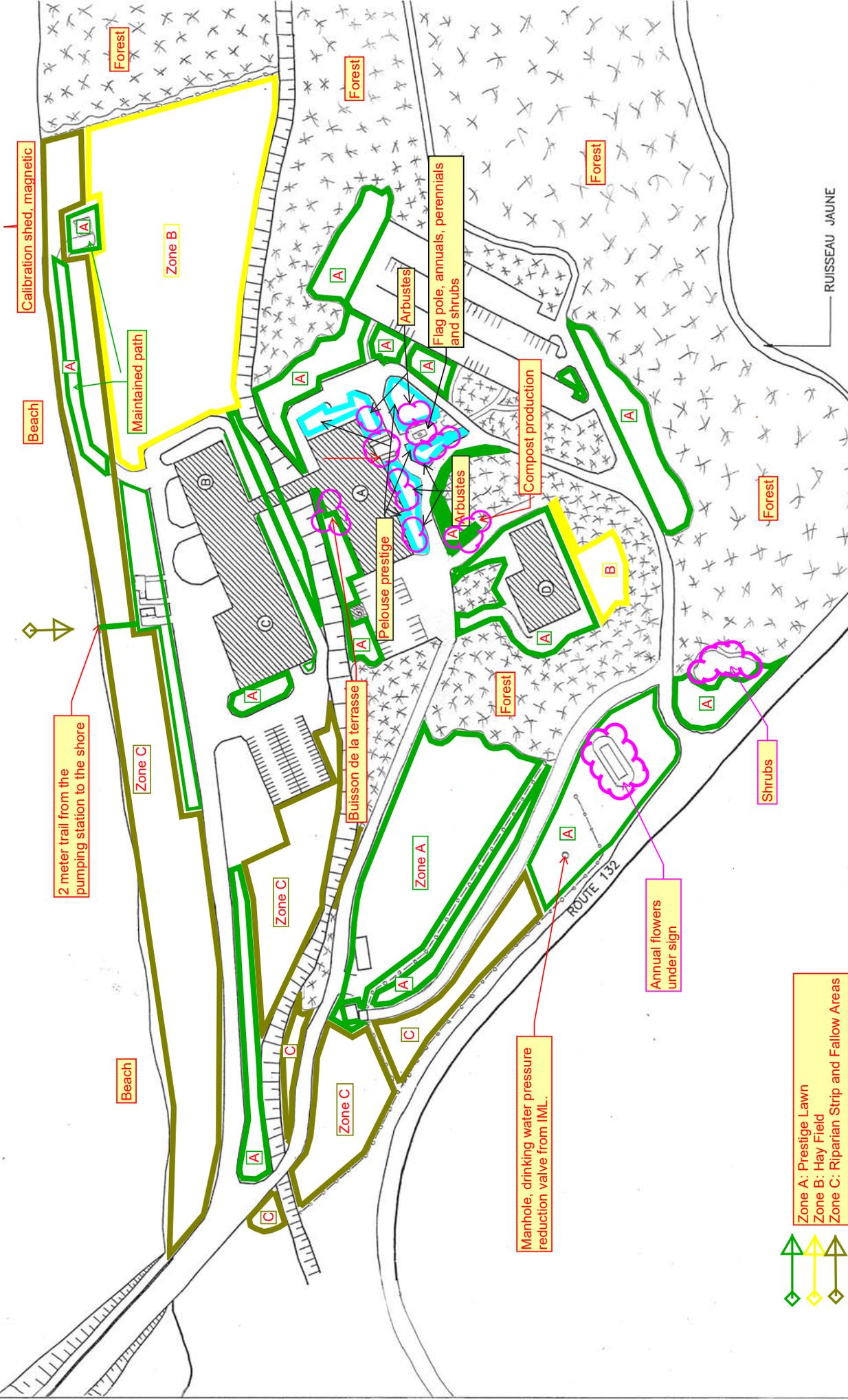
**Project : R.004269.099**

**Invitation to Tender : EE517-221438**

Version 1.0

Updated : Octobre 2021

[www.tpsgc-pwgsc.gc.ca](http://www.tpsgc-pwgsc.gc.ca)



Calibration shed, magnetic

Beach

2 meter trail from the pumping station to the shore

Beach

Maintained path

Zone B

Zone C

Zone C

Zone C

Zone C

Forest

Forest

Forest

Forest

RUISSEAU JAUNE

A

A

A

A

A

A

A

A

A

A

A

A

A

A

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A

A

A

A

A

Arbustes  
Flag pole, annuals, perennials and shrubs

Compost production

Pelouse prestige

Buisson de la terrasse

ROUTE 132

Annual flowers under sign

Shrubs

Zone A: Prestige Lawn  
Zone B: Hay Field  
Zone C: Riparian Strip and Fallow Areas



Manhole, drinking water pressure reduction valve from IML.

N° de l'invitation - Solicitation No.  
EE517-220901/A  
N° de réf. du client - Client Ref. No.  
R.057991.001

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCM-1-44061

Id de l'acheteur - Buyer ID  
QCM042  
N° CCC / CCC No./ N° VME - FMS

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## **ANNEX B - BASIS OF PAYMENT**



# ANNEX - B

## BASIS OF PAYMENT

**CONTRACT :**  
**FIELD MAINTENANCE (Lawn)**

Institut Maurice Lamontagne  
850 route de la mer, Mont-Joli, QC  
G5H 3Z4

**EE517-221438**

**PART 1 – FIRM LOT PRICE**

Firm prices (all-inclusive) provided at Part 1 – Firm Lot Price cover the maintenance work included at Annex A – Scope of Work.

Each price below includes all travel expenses between the contractor’s place of business and the building at 850 Rte de la Mer, Mont-Joli as well any material or equipment necessary for the performance of the work mentioned in Annex A – Statement of work.

<b>CONTRACT DATE</b>	<b>2.2.2.1 SPRING CLEANING</b>	<b>2.2.2.2.1 SUMMER MAINTENANCE ZONE A</b>	<b>2.2.2.2.2 SUMMER MAINTENANCE ZONE B</b>	<b>2.2.2.2.3 SUMMER MAINTENANCE ZONE C</b>	<b>2.2.2.3 WINTER PREPARATION</b>	<b>TOTAL (taxes not included)</b>
<b>Base year 1 and 2</b> (2 years firm) <i>From 2022-05-01 to 2024-04-30</i>	_____ \$ /2 years	_____ \$ /2 years	_____ \$ /2 years	_____ \$ /2 years	_____ \$ /2 years	_____ \$/ <b>2 years</b>
<b>Option year 1</b> <i>From 2024-05-01 to 2025-04-30</i>	\$	\$	\$	\$	\$	\$
<b>Option Year 2</b> <i>From 2025-05-01 to 2026-04-30</i>	\$	\$	\$	\$	\$	\$
<b>Option year 3</b> <i>From 2026-05-01 to 2027-04-30</i>	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	_____ \$	_____ \$	_____ \$	_____ \$	_____ \$	<b>(a) _____ \$ /5 years</b>

**PART 2 – PRICE ON DEMAND**

**DEFINITIONS**

The following list defines the terms used in Part 2 - Price on demand:

**Regular working hours:** from 7:30 a.m. to 4:00 p.m. EST, Monday to Friday.

**Outside regular working hours:** evenings, weekends and holidays. The statutory holidays recognized by the federal government are as follows: New Year's Day, Good Friday, Easter Monday, Queen's Day, Saint-Jean-Baptiste, Canada Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas, Boxing Day.

**FIRM PRODUCTIVE ON SITE HOURLY RATE**

- Rate apply to on demand work for services that are excluded from Part 1 – Firm Lot Price.
- Hourly rates relate to direct or productive labor devoted solely to providing the services requested by the Departmental Representative.
- The firm productive hourly rates on site include, but are not limited to, labor, service call, equipment, transportation, administration costs as well as the profit of the contractor.
- **Time is running out from the moment the contractor is on site.**
- Hourly rates do not apply to meal times or travel time off site. In addition, no accommodation costs can be charged.
- **The hourly rates provided by the contractor will apply to the firm two years of the contract as well as the three option years.**
- Given that the work covered by Part 2 of Annex B – Basis of Payment is “on demand” only, Canada does not undertake to request a minimum value of work during the period of the contract:

No on demand work will be performed without the prior authorization from PWGSC. No additional work will be authorized by PWGSC without having obtained a written quote (fax, mail or email) from the contractor. Only work that has been ordered and performed will be payable by Canada.

<i>Rate for direct or productive labor</i> <b>** Number of hours are estimated and for evaluation purposes only **</b>				
<b>On Demand Work</b>	<b>Estimated number of hours</b>	<b>Your hourly rate</b>		<b>Estimated annual costs</b>
<b>HORTICULTURAL TECHNICIAN</b> <i>Hedges, trees, shrubs, flower beds, plant box, etc.</i>  <i>Regular working hours</i> <i>(See definition)</i>	40 h.	X _____ \$/h.	=	_____ \$
<b>LAWN TECHNICIAN AND OTHERS</b> <i>Lawn and other landscaped areas</i>  <i>Regular working hours</i> <i>(See definition)</i>	40 h.	X _____ \$/h.	=	_____ \$
<b>HORTICULTURAL TECHNICIAN</b> <i>Hedges, trees, shrubs, flower beds, plant box, etc.</i>  <i>Outside regular working hours</i> <i>(See definition)</i>	16 h.	X _____ \$/h..	=	_____ \$
<b>LAWN TECHNICIAN AND OTHERS</b> <i>Lawn and other landscaped areas</i>  <i>Outside regular working hours</i> <i>(See definition)</i>	16 h.	X _____ \$/h.	=	_____ \$
<b>Estimated annual cost for evaluation</b>				<b>(b) _____ \$</b>

**MATERIALS ON DEMAND**

The fixed mark-up rate provided by the Contractor will apply to the firm two years of the contract as well as the option years. Payment for materials on demand will be at the cost price plus a fixed mark-up rate to cover the costs and profit of the contractor. At the request of the project manager, the contractor must provide original supporting documents for the cost price of the materials used whether they were purchased directly or indirectly through a subcontractor. The contractor or his subcontractor must procure the materials at the most economical cost price possible.

<i>Materials on request</i>	<i>Estimated annual amount of materials on demand</i>	<i>Your mark-up rate</i>		<i>Estimated annual costs</i>
Materials according to an estimate prepared by the Contractor and approved by the departmental representative.	4000 \$	X _____ %	=	(c) _____ \$

**OTHER SUBCONTRACTING COSTS**

The fixed mark-up rate provided by the Contractor will apply to the firm two years of the contract as well as to the option years. Payment of other subcontracting costs will be made at the cost price plus a fixed mark-up rate to cover the costs and profit of the contractor. At the request of the project manager, the contractor must provide original supporting documents for the cost price of other subcontracting costs. The contractor must procure the subcontracting services at the most economical cost price possible.

<i>Other costs of subcontracting</i>	<i>Estimated annual amount of other subcontracting costs</i>	<i>Your mark-up rate</i>		<i>Estimated annual costs</i>
Other costs of subcontracting according to an estimate prepared by the Contractor and approved by the representative of the Department.	4000 \$	X _____ %	=	(d) _____ \$

**GRAND TOTAL FOR EVALUATION (a)+(b)+(c)+(d) = (e) \_\_\_\_\_ \$**

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**General Information**

Company: \_\_\_\_\_

Name of  
representative: \_\_\_\_\_

Main phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

N° de l'invitation - Solicitation No.  
EE517-220901/A  
N° de réf. du client - Client Ref. No.  
R.057991.001

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCM-1-44061

Id de l'acheteur - Buyer ID  
QCM042  
N° CCC / CCC No./ N° VME - FMS

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## **ANNEX C – SECURITY REQUIREMENTS CHECK LIST**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Biens immobiliers
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 Entretien paysager (pelouse) IML, 850 route de la mer Mont-Joli, G5H 3Z4		
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 <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> 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 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 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"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/> PROTÉGÉ A	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ	PROTECTED A <input type="checkbox"/> PROTÉGÉ A
PROTECTED B <input type="checkbox"/> PROTÉGÉ B	NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE	PROTECTED B <input type="checkbox"/> PROTÉGÉ B
PROTECTED C <input type="checkbox"/> PROTÉGÉ C	NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL	PROTECTED C <input type="checkbox"/> PROTÉGÉ C
CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL	NATO SECRET <input type="checkbox"/> NATO SECRET	CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL
SECRET <input type="checkbox"/> SECRET	COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET	SECRET <input type="checkbox"/> SECRET
TOP SECRET <input type="checkbox"/> TRÈS SECRET		TOP SECRET <input type="checkbox"/> TRÈS SECRET
TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)



Contract Number / Numéro du contrat EE517-221438
Security Classification / Classification de sécurité UNCLASSIFIED

**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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
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?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / 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?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

N° de l'invitation - Solicitation No.  
EE517-220901/A  
N° de réf. du client - Client Ref. No.  
R.057991.001

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCM-1-44061

Id de l'acheteur - Buyer ID  
QCM042  
N° CCC / CCC No./ N° VME - FMS

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## **ANNEX D to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)