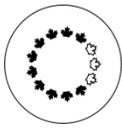


INVITATION TO TENDER
Tender / Contract Form

Landscaping Maintenance Services
Residential and Agricultural Portfolio

NCC TENDER FILE #: **MA049**

<p>ADDRESS INQUIRIES TO: Micheline Al-Koutsi Senior Contract Officer micheline.al-koutsi@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: May2, 2022 at 3:00 pm Eastern Daylight Time (EDT)</p>	
<p>RETURN TO Submit tender on this tender / contract form to:</p>	<p>National Capital Commission NCC Bid email Bids-Soumissions@ncc-ccn.ca Emails to refer to NCC Tender File no. MA049 Note: the email attachment size is set at a maximum of 30 MB.</p>
<p>DESCRIPTION OF SERVICES: Landscaping Maintenance Services Residential and Agricultural Portfolio</p>	<p>LOCATION: National Capital Region Ottawa - Gatineau</p>



INVITATION TO TENDER Tender / Contract Form

Landscaping Maintenance Services
Residential and Agricultural Portfolio

NCC TENDER FILE #:

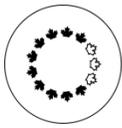
MA049

I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services and/or goods in accordance with the specification, terms and conditions, **for the unit prices as set out in section IV herein.**

II. GENERAL AGREEMENT The Contractor agrees:

1. To coordinate the Landscaping Maintenance Services on Residential and Agricultural Properties starting from the date of award (spring 2022) to March 31st, 2025.
2. **to provide at his/her own cost the following securities:**
 - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#) in the amount of 10% of the bid amount including taxes.**
 - (b) **Upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each 33% of the contract bid amount including taxes;**
3. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
6. This requirement is subject to the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel. The Bidder recommended for contract award must complete and provide the COVID-19 Vaccination Requirement Certification promptly upon request before contract award. A copy of the COVID-19 Vaccination Requirement Certification can be found at Annex B.



INVITATION TO TENDER

Tender / Contract Form

Landscaping Maintenance Services
 Residential and Agricultural Portfolio

NCC TENDER FILE #:	MA049
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III. CERTIFICATIONS – BID

Compliance with the certifications, bidders provide to NCC is subject to verification by the NCC during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

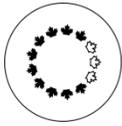
IV. PRICING

The Contractor agrees that the following are the unit prices referred to in Clause I:

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies;
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed otherwise could be subject to disqualification;
- (c) the Price per Unit as tender governs in calculating the Total Estimated Amount, and any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices shall be corrected by the NCC in order to obtain the Total Estimated Amount;
- (d) the following table is the Unit Price Table for the purposes of the tender and the Contract; and
- (e) all rates must be expressed in Canadian dollars;

NCC Landscaping and Property Maintenance CONTRACT - LUMP SUMP PRICE TABLES

TABLE 1: Ontario Properties							
<i>*Note: Year 1 Pricing assumes June 1 start date. Future years assume April 15 start date.</i>							
Line Item	Description	Frequency	Unit of measure	Year 1 A	Year 2 B	Year 3 C	Extended Totals D=A+B+C
1.	23 Mackay Street - Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches.	WEEKLY	Lump sum (L.S.)				
2.	25 Mackay Street - -Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches.		L.S.				
3.	936-940 North River Road -Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches.		L.S.				



INVITATION TO TENDER

Tender / Contract Form

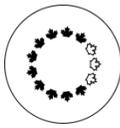
Landscaping Maintenance Services
 Residential and Agricultural Portfolio

NCC TENDER FILE #: **MA049**

TABLE 1: Ontario Properties

**Note: Year 1 Pricing assumes June 1 start date. Future years assume April 15 start date.*

Line Item	Description	Frequency	Unit of measure	Year 1 A	Year 2 B	Year 3 C	Extended Totals D=A+B+C	
4.	32-36 Bolton Street Multi RES: Needs seeding the front lawn in spring & grass cutting. Pruning the side and backyard branches.	BI-WEEKLY	L.S.					
5.	35-37 Cathcart Street Multi RES: Needs seeding the front lawn in spring, minimum grass cutting in front and back & along the parking lot as well as pruning.		L.S.					
6.	39 Cathcart Street Needs seeding the front lawn in spring & minimum grass cutting		L.S.					
7.	962 North River Road Multi RES: Needs seeding the front lawn in spring & grass cutting. Pruning the side and backyard tree branches.		L.S.					
8.	41-43 Cathcart Street Multi RES: Needs seeding the front lawn in spring, minimum grass cutting in front and back & along the parking lot as well as pruning.		L.S.					
9.	1066 North River Rd Needs grass cutting along the side yard and backyard.		L.S.					
10.	2356-2358 Pepin Court Multi RES: Needs grass cutting & weeding.		L.S.					
11.	142-144 St Patrick Street Multi RES: Needs Minimum grass cutting, Pruning the side and backyard tree branches.		MONTHLY	L.S.				
12.	273 Sussex Drive Multi RES: Needs minimum grass cutting along the parking lot and sides as well as pruning.			L.S.				
13.	275-279 Sussex Drive Multi RES: Needs minimum grass cutting along the parking lot and sides as well as pruning.			L.S.				



INVITATION TO TENDER

Tender / Contract Form

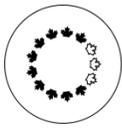
Landscaping Maintenance Services
 Residential and Agricultural Portfolio

NCC TENDER FILE #: **MA049**

TABLE 1: Ontario Properties

**Note: Year 1 Pricing assumes June 1 start date. Future years assume April 15 start date.*

Line Item	Description	Frequency	Unit of measure	Year 1 A	Year 2 B	Year 3 C	Extended Totals D=A+B+C
14.	2280 Maurice St Vacant property to be demolished in fall 2022 requiring grass cutting all around house and backyard. Maintenance year 1 only.	MONTHLY	L.S.		X	X	
15.	3146 Park Lane Vacant property to be demolished in September 2022 requiring grass cutting side and back of the house and pruning front & side trees. Maintenance year 1 only		L.S.		X	X	
16.	3176 Davidson Road Vacant property requiring grass cutting all around house and backyard		L.S.				
17.	3339 Leitrim Road Vacant property to be demolished in September 2022 requiring grass cutting all around house and backyard. Maintenance year 1 only		L.S.		X	X	
18.	3556 Conroy Rd Vacant property requiring grass cutting all around house and backyard		L.S.				
19.	3820 Carling Ave Vacant property requiring grass cutting all around house and backyard. Maintenance year 1 only.		L.S.		X	X	
Table 1 Subtotal (line items 1 to 19)							
OHST (13%)							
Table 1 - Total (E)							\$



INVITATION TO TENDER
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Landscaping Maintenance Services
 Residential and Agricultural Portfolio

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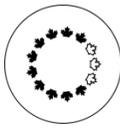
TABLE 2: Quebec Properties

**Note: Year 1 Pricing assumes June 1 start date. Future years assume April 15 start date.*

Line Item	Description	Frequency	Unit	Year 1 A	Year 2 B	Year 3 C	Extended Totals D=A+B+C
1.	23 ch Lacharite Chelsea Vacant Property: Smaller property, some grass cutting and branch trimming as required. Maintenance year 1 only.	MONTHLY	L.S.		X	X	
2.	93 Ch Kingsmere Chelsea Vacant property: Needs grass cutting all around and branch trimming as required. Maintenance year 1 only.		L.S.		X	X	
3.	601 ch du lac Meech Chelsea Vacant property: needs grass cutting all around.		L.S.				
4.	108 Ch Pine Gatineau Vacant property: Needs grass cutting all around.	BI-MONTHLY (every other month)	L.S.				
Table 2 - Subtotal (line items 1 to 4)							
GST/QST (14.975%)							
Table 2 - Total (F)							

CONTRACT TOTAL AMOUNT
 Table 1 E)+ Table 2 (F)

\$	(G)
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INVITATION TO TENDER

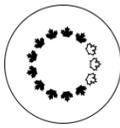
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Landscaping Maintenance Services
 Residential and Agricultural Portfolio

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TABLE 3 - ONTARIO - Standing Offer Agreement – All Three (3) Years - Unit Rates

Line Item	Description	Estimated Quantities*	Unit of measure	Year 1 Hourly rate (excl taxes)	Year 2 Hourly rate (excl taxes)	Year 3 Hourly rate (excl taxes)	Extended totals (excl. Taxes)
		A		B	C	D	E=AxB+AxC+AxD
1	Hourly Rate: Regular Hours Service Call 7am through 7pm, Monday to Friday Grass cutting and/or basic landscape maintenance (weeding, trimming, litter pick)	50	Per hour				
2	BRUSH CLEARING 2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.)	25	Per hour				
3	GRADING 2 - Skilled Workers 1 - Backhoe and operator 1 - 20 cubic yard dump truck	60	Per hour				
4	SEEDING 2- Skilled workers 1 pick-up style truck with miscellaneous small equipment and tools as required	30	Per hour				
5	SODDING 2 - Skilled workers 1 pick-up style truck with miscellaneous small equipment and tools as required for topsoil and sodding	20	Per hour				
6	1 – 20 cubic yard - stone dust \$ _____ sq.yd.	1	Per load				
7	1 - 20 yard of clear 3/4 inch crush stone \$ _____ sq.yd.	1	Per load				
8	1 - 20 Yard load of Screen Topsoil \$ _____ sq.yd.	1	Per load				
9	Price of grass seed	25	Per Kg				
10	Price of sod	15	Per sq.yd.				



INVITATION TO TENDER

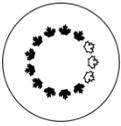
Tender / Contract Form

Landscaping Maintenance Services
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TABLE 3 - Subtotal (line items 1 to 10)	
*Estimated quantities for bid evaluation purposes only	OHST 13%
Table 3 - Total (H)	\$

TABLE 4 - QUEBEC - Standing Offer Agreement – All 3 Years - Unit Rates							
Line Item	Description	Estimated Quantities*	Unit	Year 1 Hourly rate (excl taxes)	Year 2 Hourly rate (excl taxes)	Year 3 Hourly rate (excl taxes)	Extended totals (excl. Taxes)
		A		B	C	D	E=AxB+AxC+AxD
1	Hourly Rate: Regular Hours Service Call 7am through 7pm, Monday to Friday Grass cutting and/or basic landscape maintenance (weeding, trimming, litter pick)	10	Per hour				
2	BRUSH CLEARING 2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.) as required	10	Per hour				
3	GRADING 2 - Skilled Workers 1 - Backhoe and operator 1 - 20 cubic yard dump truck	20	Per hour				
4	SEEDING 2- Skilled workers 1 pick-up style truck with miscellaneous small equipment and tools as required	10	Per hour				
5	SODDING 2 - Skilled workers 1 pick-up style truck with miscellaneous small equipment and tools as required	5	Per hour				
6	1 – 20 cubic yard - stone dust \$ _____ sq. yd.	1	Per load				
7	1 - 20 yard of clear 3/4 inch crush stone \$ _____ sq. yd.	1	Per load				



**INVITATION TO TENDER
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Landscaping Maintenance Services
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8	1 - 20 yard load of Screen top soil \$ _____ sq.yd.	1	Per load					
9	Price of grass seed	5	Per Kg					
10	Price of sod	5	Per sq. yd.					
TABLE 4 - Subtotal (line items 1-10)								
*Estimated quantities for bid evaluation purposes only					GPS/TVQ- 14.975%			
Table 4 - Total (I)								

TOTAL Evaluated Price = CONTRACT (G) + TABLE 3 TOTAL(H)+ TABLE 4 TOTAL (I) \$ (for bid evaluation only).

V. BASIS OF AWARD

Lowest evaluated price:

An offer must comply with all the requirements of the Contract and the Request for Standing Offer to be declared responsive.

The Responsive offer with the lowest total evaluated price will be recommended for issuance of a contract and a Standing Offer Agreement.



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Landscaping Maintenance Services
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VI. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission) and be forwarded to Accounts Payable in Adobe (.pdf) format by email at payables@ncc-ccn.ca.
- To ensure prompt payment, please prepare your invoice in accordance with the unit prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

VII. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer, Micheline Al-Koutsi at micheline.al-koutsi@ncc-ccn.ca. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

VIII. SECURITY REQUIREMENTS

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Site Access*** NCC Security to perform security screening.

**For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded on the basis of the sensitivity of the information and assets that need to be accessed.*



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NCC TENDER FILE #:	MA049
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IV. ADDENDUM ACKNOWLEDGEMENT

I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

X. ACCEPTANCE OF OFFER

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).	
Name and address of Contractor :	Signature(s)
Tel:	Title:
E-mail:	Date:

Accepted & executed on behalf of the Commission this _____ day of _____, 2022

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
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INVITATION TO TENDER

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Landscaping Maintenance Services
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Additional Clauses for Standing Offer Agreement

Landscaping Maintenance Services Residential and Agricultural Portfolio

1.0 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of a contractor to provide **Landscaping Maintenance Services - Residential and Agricultural Portfolio** as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.0 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;



INVITATION TO TENDER Tender / Contract Form

NCC TENDER FILE #:

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Landscaping Maintenance Services
Residential and Agricultural Portfolio

- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

3.0 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of **Landscaping Maintenance Services - Residential and Agricultural Portfolio** as detailed in the Specification on an "as and when requested" basis under a Standing Offer Agreement.

4.0 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreement will be for a period between the date of issuance (Spring 2022) to March 31, 2025.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-contractor / specialists.

5.0 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

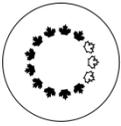
6.0 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$15,000.00 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up. If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

7.0 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for the Standing Offer Agreement is \$ 70,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated



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Residential and Agricultural Portfolio

NCC TENDER FILE #:

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expenditure by 10% but in no circumstance will the total estimated expenditure for the SOA be more than \$77,000.00 including taxes.

8.0 CERTIFICATIONS – CONTRACT (CALL-UP):

The NCC will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

The NCC will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Proponent fails to comply with such Certification during the period of the Contract (call-up).

9.0 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.



INSTRUCTIONS TO TENDERERS

1. Address

The tender shall be sent **By email** : Bids-Soumissions@ncc-ccn.ca

2. Delivery of Tenders

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception. Care must be taken to email tenders in good time as tenders received after the specified time and date will not be accepted or considered.

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

4. Revision of Tenders

The tenderer may revise his tender by email received before the tender closing date and time.

Changes must be clearly identified.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

2. Acceptable Security
i) deleted intentionally.

OR

ii) deleted intentionally.

OR

INSTRUCTIONS TO TENDERERS

- OR
- iii) deleted intentionally.
 - iv) deleted intentionally

- 3. Upon notification of acceptance of tender :
 - 1. deleted intentionally.
 - 2. deleted intentionally.

6. **Acceptance of Offer**

The lowest or any tender not necessarily accepted.

7. **Completion of Tender/Contract Form**

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

If description, units of measure and estimated quantities are shown on the Tender/Contract form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender/Contract form in the space provided as indicated below.

The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the tender.

Do not make any entry in the signature section marked for Commission use only.

The tenderer should retain a copy of the tender for his record.

8. **Insurance**

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

INSTRUCTIONS TO TENDERERS

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

NOTE: These Instructions need NOT be submitted with your tender.

9. Applications for Approval Certificates

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.

Occupational Health and Safety Requirements

1. General

- 1.1** In this Contract “OHS” means “occupational health and safety”.
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
 - 1.3.2 safety of property on site;
 - 1.3.3 protection of persons adjacent to the site; and,
 - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
 - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
 - (c) Applicable provisions of the *Canada Labour Code, Part II*;
 - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
 - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the

Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
 - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
 - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
 - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
 - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
 - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
 - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

2. Qualifications of Personnel

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

4. Plans Policies and Procedures

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
 - (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
 - (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
 - (b) reporting or procedural requirements;

(c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

Security Requirements

NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be *Site Access*.

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

Security screening of individual

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1st 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

Responsibilities of the Company Security Officer (CSO)

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these

documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Access to site

All visits to site shall be coordinated with, and approved through NCC Corporate Security.

Security of Information

NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with. In the event that contractor does not meet the requirements to obtain the requested clearance, the contractor or subcontractor shall take the corrective measures recommended by NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization.

Confidentiality and Safeguarding

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.



GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "NCC Technical Authority" means such person as may be specifically designated by or on behalf of the Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

2. Assignment and Subcontracting

This contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the NCC Technical Authority. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

3. Indemnification

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

4. Property of the National Capital Commission

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the NCC Technical Authority and the Contractor shall, at any time when requested to do so, account to the NCC Technical Authority for the use of such property.

5. Permits and By-Laws

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

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6. Canadian Labour and Materials

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

7. Publicity

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the NCC Technical Authority.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

8. Materials, Equipment, etc. to become Property of the National Capital Commission

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the NCC Technical Authority shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

9. Contractor's Superintendent and Workers

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the NCC Technical Authority. The superintendent must be acceptable to the NCC Technical Authority and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the NCC Technical Authority because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

10. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the NCC Technical Authority. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the NCC Technical Authority the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty (30) days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 19.

11. Claims Against and Obligations of the Contractor or Subcontractor

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the NCC Technical Authority with a Statutory Declaration

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deposing to the existence and condition of such claims and obligations when called upon to do so.

2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 17 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

12. NCC Technical Authority's Rights and Obligations

The NCC Technical Authority shall:

1. have access to the work at all times during its execution and the Contractor will provide the NCC Technical Authority with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The NCC Technical Authority shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 19 hereof.

The Contractor shall comply with any decision or direction of the NCC Technical Authority given under this section.

13. Delay, Non-compliance, or Default by the Contractor

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the NCC Technical Authority properly given, or is in default in any other manner under the contract, the NCC Technical Authority may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for six (6) days after notice in writing of default has been given to the Contractor by the NCC Technical Authority, terminate the contract in accordance with Section 16.

14. Changes in soil conditions, National Capital Commission delays

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the NCC Technical Authority that the additional cost, loss or damage is directly attributable to:

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- i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
 - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the NCC Technical Authority a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Section 19.
2. If, in the opinion of the Technical Authority, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Clause 1 of the Offer and Agreement.

15. Protesting NCC Technical Authority's Decision

If the Contractor, within ten (10) days of receiving any decision or direction of the NCC Technical Authority, gives written notice to the NCC Technical Authority that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 19, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

16. Suspension or Termination of the Contract

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days, the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the NCC Technical Authority shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the NCC Technical Authority may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.

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4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 19 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 24.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

17. Security Deposit

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

18. No Additional Payment

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

19. Determination of Costs

For the purposes of Section 10, 12.3, 14, 15 and 16.4, the amount payable to the Contractor shall, subject to the provisions of Section 24.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the NCC Technical Authority and the Contractor may mutually agree on the amount payable. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the NCC Technical Authority.

20. Records to be Kept by Contractor

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two (2) years from the date of issuance of the Final Certificate of

GENERAL CONDITIONS

Completion under section 23 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.

3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

21. Extension of Time

The National Capital Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the National Capital Commission such delay was due to causes beyond the control of the Contractor.

22. Cleaning of Work

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the NCC Technical Authority.

23. NCC Technical Authority's Certificates

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the NCC Technical Authority, the NCC Technical Authority will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the NCC Technical Authority will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

24. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 10, 12.3, 14.1, 16 and 18 minus the aggregate of any payments by the National Capital Commission under Section 11 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 3, 4, 8, 12.3, 13, 14.2, 16.3, 18 and 21.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the NCC Technical Authority's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.

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- ii) The NCC Technical Authority and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the NCC Technical Authority and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 19 hereof.
3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the NCC Technical Authority.
4. Sixty (60) days after the issue by the NCC Technical Authority of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 11, surety bond or security deposit pursuant to Clause 2 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within sixty (60) days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

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25. Correction of defects

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

26. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the National Capital Commission as additional insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the National Capital Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the National Capital Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The National Capital Commission reserves the right to cancel the contract if the National Capital Commission does not receive the said certificate in which event the contract shall be null and void.

27. Workers Compensation

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NATIONAL CAPITAL COMMISSION

Capital Stewardship Branch
Real Estate

LANDSCAPING MAINTENANCE SERVICES -
RESIDENTIAL AND AGRICULTURAL PORTFOLIO

TERMS OF REFERENCE

SPRING-FALL 2022-2025

Terms of Reference - Landscaping and General Cleaning Services

The National Capital Commission (NCC) is seeking to establish a Landscaping Contract for a period of three (3) years from date of award for its leased properties in the Residential and Agricultural Portfolio. The Contract will be awarded to an experienced and qualified contractor on a Contractual basis and in addition an "as and when requested" basis for landscaping, miscellaneous general landscaping duties throughout the Residential and Agricultural Portfolio. The services required under this offer will be on a Contractual basis for approx. 22 properties (see ANNEX A for list of properties). Additional services under this contract may be requested on an "as required" basis for approximately 181 properties situated in the Greenbelt and Gatineau Park. The goal of this contract is to accomplish minor landscaping work, grass cutting, vegetation management or vista and brush clearing, as well as general site cleanup on pre-arranged hourly rate for equipment and crews. The scope and deadline of the work will be determined according to the specific requirements made by the NCC representative. Please note that the list of properties encapsulated by this contract is subject to change at any time, at the NCC's discretion.

SPECIFICATIONS:

1. General Procedures for Contract

Work included (see ANNEX A for approx. list of properties):

The Contractor will be responsible for performing all Landscaping Maintenance Services including Plant/Shrub Bed Maintenance, Fertilization and weed control for the properties including but not limited to performing all work labour and materials in accordance with these Landscaping Specifications to meet the completion date and all specified interim schedules. During the course of the work, the Contractor must ensure that disruption to tenants is absolutely minimized.

Provide all products and methods specified or shown in these Landscape Specifications complete with incidentals necessary for the completion of all contracted work. Provide all tools, materials, instruments, equipment and services required to do the work.

The work included in this Terms of Reference (TOR) involves the supplying of all labour, equipment, materials and tools necessary to perform the landscaping services in the National Capital Region or where otherwise directed by the NCC representative.

A brief description of the Goods and Services includes:

- a) Clean-up and garbage removal
- b) Maintenance of completed work including grass cutting, trimming, fertilizing, weed control of turf and shrub beds, watering; and
- c) Application of fertilizers, pesticides and herbicides.

Additional work may be requested:

- a) Brush cutting, tree cutting, wood chipping and disposal off site;
- b) Topsoil supply, placement and spreading;
- c) Seeding;
- d) Sodding;
- e) Landscape equipment (i.e. tractors/backhoes, mini excavator, chipper, snow blowers, etc.);
- f) Grading;
- g) Service calls "as required" between to 7am and 7pm throughout the weekdays;

The preceding list is provided as a sample of the Services that the Contractor may be required to perform. The NCC reserves the right to make minor amendments to this list as necessary.

The actual Goods and Services required will vary from project to project. The allocation of work is to be at the sole discretion of the NCC, and the Contractor does not have any claim for compensation, expense, damage or loss of profit from the NCC for any failure of the NCC to allocate any portion of the work to another contractor or to use its own forces to perform any portion of the Services.

Terms of Reference – Landscaping and General Cleaning Services

2. Scope of work

The selected Contractor shall perform landscaping services for the properties listed in Annex A for a period of three years. Services shall occur at the frequency specified in Annex A between April 15th and October 15th. The contractor shall additionally provide a rate for services to other properties on an “as needed” basis. Landscaping work broadly encapsulates:

- Spring clean-up
- Monthly or Bi-weekly grass cutting and general maintenance (See Annex A)
- Fall clean-up

The specifications below have been written to use as a guideline to ensure the best possible maintenance of the exterior grounds surrounding the physical building structures including all landscaped and hard surface areas. The specifications outline the minimum work requirement to be performed by the Contractor. Frequency of visits is outlined in Annex A, and varies by property.

2.1 SPECIFICATIONS FOR AIR EMISSIONS AND NOISE

In accordance with the Greening Government Strategy and Sustainable Development Strategy, the National Capital Commission strives to reduce its carbon footprint wherever feasible. Under this contract, all power machinery (leaf blowers, lawn mowers, etc.) is not to be gas powered. Contractors may use electrical machinery or perform the work manually, ensuring that quality is maintained.

The following measures and principles must be followed during all Maintenance work on NCC lands.

- a) Minimize unnecessary idling of vehicles which can result in wasted fuel and the creation of greenhouse gases to the extent possible (refer to municipal by-laws).
- b) Meet all regulatory requirements for air emissions.
- c) Use low-sulphur diesel or ethanol-based fuel wherever possible to reduce vehicle emissions.
- d) Regularly service vehicles and practice preventive maintenance to reduce vehicle emissions.
- e) To reduce carbon emission, new fleet vehicle purchases should be zero-emissions or hybrid vehicles where these options exist and are economically viable from a life-cycle perspective.
- f) Use renewable sources of electricity to prevent unnecessary emissions, when possible.
- g) Avoid performing any maintenance activities that have the potential to release dust or other particles during very dry or windy periods.
- h) Follow all applicable municipal noise by-laws within permitted hours.

2.2 SPECIFICATIONS FOR SEASONAL CLEAN UP

2.2.1 Spring Clean-up (to be completed by April 30 excluding year 1 (2022))

Spring clean-up should occur as weather permits and as arranged with NCC Representative. The Contractor shall coordinate with NCC to complete a pre-Spring Clean-up and post Spring Clean-up inspection of the site. Attention and care to be taken in spring to avoid damages to wet areas.

- a) Remove fallen branches, gravel and litter from all lawn, beds, and landscaped areas.
- b) Remove all debris from sodded areas, planting beds, planters and shrub, tree and hedge areas.
- c) Cultivate and edge all beds, tree rings, shrub and hedge areas without disturbing roots of permanent plantings as weather permits.
- d) Immediately, ground conditions permitting, and as required, de-thatch all lawns using an accepted thatching machine and rake off all accumulations. If de-thatching is not recommended, due to the possible damage which could result, then the Contractor should aerate the lawns using a plug type mechanical aerator. Initial de-thatch or aeration to be included in base bid.
 - a. All winter kill / damage to grass area from snow is to be topsoiled and seeded by April 30.

2.2.2 Fall Clean-up (To be completed by October 15th or when leaves are off trees)

Terms of Reference – Landscaping and General Cleaning Services

Fall lawn clean-up entails the removal and disposal of all debris that has accumulated in all landscaped areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. Clean-up shall be performed on a minimum of three (3) occasions. All collected debris is to be removed from the site at no additional charge to the NCC.

2.3 SPECIFICATIONS FOR LAWN MAINTENANCE

- a) Mowing: Grass shall maintain a maximum turf height of two and a half inches (2 ½"). Lawns may require more frequent cutting during the high growth periods (May, June and July). Additional mowing is to be discussed with the NCC Representative prior to proceeding, if recommended. Contractor shall remove and dispose of any and all excess grass cuttings from patios, walkways, etc. the same day cutting and trimming are performed.
- b) Litter Picks: Litter pick and removal of garbage and debris throughout entire property, inclusive of drive lanes and parking areas.
- c) Seeding: Supply and install all seed and/or topsoil for repair of all damaged lawn areas due to winterkill or rodent damage. Seed is only to be used when it is not practical to use sod and only with the written approval of the NCC Representative. Mixtures of 60% Bluegrass, 20% Creeping Fescue Red, 20% Perennial Ryegrass at a rate of 3 lbs.
- d) Sweeping: Sidewalks, patios, and multi-use areas, parking area, along curbs to receive thorough sweeping (Mechanical or by hand) weekly or as directed by the NCC Representative.

2.4 SPECIFICATIONS FOR BED MAINTENANCE

Bed maintenance will consist of edging, weed control, pruning, disease and any other procedure consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of shrub plantings and weed-free bedding areas.

- a) Edging: The Contractor shall edge all common areas shrub, flower and hedge beds uniformly and evenly. Initial Spring edging before the 30th day of April. Edge and cultivate all common area planting beds, trees, hedges and shrubs to a depth of six inches (6") and regular monthly intervals.
- b) Weeding: All bed areas surrounding trees, shrubs, annuals/ perennial/shrub beds, buildings, sidewalks, curbs and edge of foundations walls, along driveways and multi-use area shall be weeded by hand in a labour intensive manner as often as necessary to discourage unsightly weed growth. Keep free of weeds, overgrowth and debris. Remove and dispose. (bi-weekly).
- c) Litter: Keep beds free of litter, leaves and debris; remove and dispose on a bi-weekly basis.

2.5 SPECIFICATIONS FOR PRUNING

- a) Pruning and shaping of all shrubs, hedges and trees as required throughout the growing season to maintain a neat appearance and to ensure pedestrian clearance and access to emergency exits. The pruning and trimming of all shrubs and hedged areas of dead branches and excess sucker growth to maintain a pleasing shape in the opinion of NCC.
- b) Shrubs/hedges/trees not higher than 6 feet are to be kept pruned to their intended form throughout the season.
- c) Early to mid-summer flowering plants shall be pruned during their dormant season.

Terms of Reference – Landscaping and General Cleaning Services

- d) Early flowering shrubs/hedges/trees shall be pruned immediately after flowering to encourage the following years bud growth.
- e) Annuals that have dead flowers must have the dead sections removed whenever necessary, to enhance the appearance of the flower bed. (Bi-weekly at a minimum).
- f) Fall pruning of all shrubs shall be pruned no later than the 15th day of October to encourage the following years bud growth.

2.6 SPECIFICATIONS FOR REPLACEMENT PLANTINGS

The Contractor shall report to NCC any plant material not exhibiting normal growth and vigour. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to NCC. This report shall include:

- a) the location, size and type of plant;
- b) the reason for the decline;
- c) the cost of replacement. No replacement planting is to be done without the consent of NCC.

It is understood by the Contractor that there may be requirements to replace plants and flowers throughout the seasons. Written quotations are to be submitted to the NCC Representative and proper authorization will be required prior to planting

2.7 SPECIFICATIONS FOR LAWN FERTILIZATION AND WEED CONTROL

- a) A combination of weed control and fertilizer product may be applied as long as it meets the above specifications for fertilizer and broadleaf control products and is applied at the correct time period.
- b) Lawn fertilization: Fertilization application of approved non-specified herbicides as follows 3 times a year. Spring/Early Summer/Late Fall fertilizer (root builder) will be applied to all designates areas. A combination of weed control and fertilizer product may be applied as long as it meets the above specifications for fertilizer and broadleaf control products and is applied at the correct time period.
 - i. Fertilizer rates have been set at 10 lbs. /1000 ft² which represents average requirements. Where soil tests indicate that significantly greater rates are necessary, an additional surcharge will be applied to cover the extra product
 - ii. All application and application process to comply with all municipal By-laws and regulations, By- law REG NO 29535 P.C.P Act.
 - iii. All lawns must be fertilized with a liquid commercial turf fertilizer and weed control with liquid broadleaf control herbicide uniformly applied to all turf areas listed.
- c) Weed Control: Application of synthetic weed control - Fiestia organic herbicide or approved equivalent as follows: Spring, Mid-Summer and Fall application.
 - i. Crack and crevice weed control will be completed to all building perimeters, walkways, fence lines, curbing. Each designated area will require monthly applications during the months of June, July, and August.
 - ii. Weeds not killed within 30 days of the application, will be the responsibility of the contractor to remove to the NCC satisfaction and without additional cost to the NCC.
 - iii. Invasive plants will be identified on all NCC owned properties and controlled by herbicide.

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- iv. Noxious plants will be identified and controlled on NCC owned properties between the months of April, and October.
 - v.
 - vi. Pest control: Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines, and trees. This will include monitoring and spot treatment as necessary using least toxic methods. Upon client approval, herbicides may be employed for heavy infestations. Pest management activities will include controlling grubs, surface insects, chinch bugs, as necessary, between May to October. Pesticides are to be applied according to manufacturer's specifications and application rates
- d) Use of chemical control methods
- i. Minimum risk: When the application of chemical control products is necessary, the Contractor shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control.
 - ii. Work completed is to be in compliance with The Ontario Health and Safety Act, Labour code of Canada and in compliance with Municipal Bylaws. All chemicals used must be mixed and applied according to manufacturer's specifications. This work must include furnishing experienced, qualified and LICENSED personnel to perform spray operations.
 - iii. During the spraying operations, the contractor must exercise caution regarding drift, weather conditions and proper chemical dilution to assure the safe and effective application of all chemicals. Turf, groundcover, trees and shrubs damaged as a result of these applications must be replaced at the contractor's expense.

2.8 SPECIFICATIONS FOR RECORD KEEPING

The Contractor shall be responsible for documenting each visit to the site and all services provided. These records, or a copy of them, shall be sent to our office located at 40 Elgin Street, Ottawa, Ontario, with the invoice.

Inspection forms: Inspection Forms will be used to advise NCC of routine inspections and treatments. Upon completion of a service visit, inspection and treatment to the building or site, the Contractor's employee performing the service shall complete, sign, and date the form, and submit to the NCC Representative, after each application, for the following:

Indicating the name and quantity of chemicals used for each property.
Date of application.
Identification of any abnormalities
Recommended treatments.

MSDS Material Safety Data Sheets are to be provided for all chemicals used.

END OF SCOPE OF WORK

3. Contract Duration

The resulting contract will be for a period of three (3) years starting at the date of award until March 31, 2025.

4. Payment terms

- a. All invoicing must have monthly service reports attached.
- b. All buildings must be invoiced separately.

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- c. All properties are to be invoiced on a monthly basis.
- d. Taxes to be identified separately on every invoice.

5. Communication – NCC Representative

The successful Contractor shall ensure he has been informed and is aware of the official NCC representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere the only contact for the successful Contractor is the official NCC representative. The contractor will be notified if the official NCC Representative changes. Site problems and deficiencies shall be reported to the NCC Representative immediately.

The successful Contractor shall arrange with the NCC Representative, in conjunction with the NCC Contracting Officer, a communication link. The communication link must be established for urgent situations which may arise during operations. Furthermore, the Contractor shall identify the level of authority of his personnel. The site crew shall have a communication device in order to permit the NCC Representative to communicate with them at all time during the working hours and during emergency operation.

6. Codes and Standards

The Qualified Contractor is to have a good working knowledge of the codes and standards below and for the prompt and efficient application of the correct interpretation of such during the course of performing all work for the NCC

All the work shall be in accordance with the following codes and standards:

- Canada Labour Code Part II
- The Occupational Health and Safety Act and regulations for Industrial Establishments
- The Occupational Health and Safety Act for Construction Projects
- The *Plant Protection* Act, and Canadian Food Inspection Agency (CFIA) Ministerial Orders
- Canadian Construction and Labour Safety Codes
- Construction Safety Code of Quebec and/or Ontario (where applicable)
- All NCC Health and Safety Policies;
- All other code, law or regulation, of federal, provincial, or local application. In any case of conflict or discrepancy the more stringent requirements shall apply.

The Qualified Contractor is to provide only qualified personnel (e.g. Gardener/Landscape tradesperson, Groundskeeper (semi-qualified), and Equipment Operator) fully trained and experienced in performing the work requested in accordance with good industry practise. All work shall be performed in a professional manner and in accordance with good trade practise, and must be continually acceptable to the NCC.

If, following performance of any of the Services, the NCC is of the opinion that such Services have not been performed to the standard (in respect of quality and quantity) required by the Contract, the NCC will notify the Contractor. If, following discussions between the NCC and the Contractor, the NCC remains dissatisfied with the manner in which the Services were performed, the Contractor must re-perform the Services at his cost, and to the complete satisfaction of the NCC. The NCC shall have final authority and sole discretion as to the acceptability.

As deemed by the NCC, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Qualified Contractor.

7. Environmental Law

All the work will be done in accordance with the federal environmental law and regulation and the provincial environmental law and regulation (Quebec and Ontario) any other code of provincial or

Terms of Reference – Landscaping and General Cleaning Services

local application provided that in any case of conflict or discrepancy more stringent requirements shall apply.

No vegetation should be removed unless specified or directed by the NCC. The Contractor shall take all responsible precautions to ensure that no damage is caused to any vegetation not required to be removed.

Access to the site (s) through areas other than a road or paved areas specifically for that purpose is not permitted without prior written approval of the NCC.

The Contractors should conserve energy and non-renewal natural resources with due regard for property protection, safety of workers, occupants and the public and overriding by-laws and regulations.

8. Equipment and Tool Inventory

- a) All equipment and tools necessary to perform the work shall be supplied by the Contractor.
- b) All equipment and tools shall be made available to the NCC Representative, when requested, for inspection. The Contractor shall provide all necessary equipment, (i.e. chain saw, brush saw, chipper, etc.) for the successful completion of the work.

9. Vehicles and Equipment

All vehicles and equipment used by the Contractor shall be kept in a clean and presentable condition, and shall meet the provincial safety standards and licensing requirements.

Parking vehicles on turf areas shall not be permitted; driving on turf areas shall be kept to an absolute minimum. Fuelling to be done off site before working hours and/or after working hours. All repairs are to be done off site. Fluid leaking/dripping from equipment is not permitted and vehicles and equipment will be removed from the site immediately. All small equipment such as chainsaws and hand saws, grass cutters, snow blowers must have maintenance performed off site prior to the working hours.

All vehicles used by the contractor shall display the company name prominently and have a flashing roof light.

10. Signs

The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC

11. Personnel

11.1. Qualifications:

The employees must have sufficient training, experience and qualifications in order to perform the required tasks.

11.2. Quality of Work:

The work shall be carried out in a professional manner, by trained and experienced employees adhering to the NCC standards as specified by the NCC representative.

Work that is defective, whether the result of poor design, poor workmanship, use of defective materials or damage through carelessness or other acts, and whether incorporated in the work or not, which has been rejected by the NCC as failing to conform to the contract will be removed

Terms of Reference – Landscaping and General Cleaning Services

promptly by the Contractor and replaced and re-executed promptly and properly at the Contractors expense.

12. Hours of Work

The normal working hours for scheduled maintenance visits outlined in Annex A shall be from 7 am to 7 pm daily Monday to Friday excluding Statutory Holidays. The working hours shall be calculated when the crew commences work on site until work ceases at the site, excluding lunch hour which will not be compensated. (Travel time to and from work site, shall not be compensated.)

No work will be performed outside of normal working hours or on other than ordinary working days without prior direction or approval by the NCC. Should the workload dictate a change in site location during working hours, a reasonable amount of time, judged by the NCC Representative will be allowed to re-locate to the new site and travel time will be compensated.

Should operational requirements dictate, the commencing and finishing hours may be modified or extended by the NCC Representative on a one-day (24 hours) notice.

In addition to the work outlined in Annex A, the Contractor shall be available for service calls on an “as and when needed” basis. Service calls shall abide by the following working hours:

General Service call (Scheduled work):

a. Hourly rate

i. 7 a.m. through 7 p.m. - Regular time Monday through Friday

Notwithstanding the preceding paragraph, the Applicant may be required to carry out work outside the normal working hours or ordinary working days without the prior approval of the NCC, where it is necessary in the interests of safety of the works or where the work is required to protect property. In such circumstances the Contractor shall inform the NCC in writing of the circumstances as early as possible.

If the Contractor wishes to carry out the work outside of the normal working hours and approval is given by the NCC, but the reasons for working these hours are for the Contractors benefit, then the hourly rate for such work will be at the normal hourly rate.

The Contractor will be expected to locate their own source of materials parts and equipment required to carry out the work under an Order, and should make satisfactory arrangements for such to be available as required.

13. Forms and Reports

Contractor will be required to present control forms and reports, and information on disposal sites, to the satisfaction of the NCC.

14. Change of Crew Size

No crew size shall be smaller than the crews identified in Section 3. Partial crews will not be accepted.

15. Transportation

The Contractor shall provide all necessary transportation for his personnel, tools and materials to and from the work site. No personal vehicle will be tolerated on the work site.

Terms of Reference – Landscaping and General Cleaning Services

16. Dress

The Contractor shall be aware that NCC dress regulations for this work do not allow athletic style T-shirts, halters or short pants while working. All employees of the Contractor shall be dressed in a neat and presentable fashion and shall wear CSA approved footwear. Shirts are to be worn buttoned at all times and free of rips/tears.

17. Removal of Staff

- The NCC may, at its sole discretion, request the Contractor to reprimand, or remove one of the employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:
- Unfit to work; or
- Intoxication; or
- Electronic communication device use while engaged in performance of the work; or
- Use of foul, profane, vulgar or obscene language or gestures; or
- Failure to provide qualified personnel; or
- Disrupting work or workers; or
- Wilful, negligent or reckless action in disregard of safety or sanitary requirements; or
- Any action that the NCC may determine constitutes a public nuisance or disorderly conduct; or
- Any other reason considered appropriate, at the sole discretion of the NCC.

18. Traffic Control

All traffic control on NCC and other municipal roadways shall be the responsibility of the Contractor. The Contractor is responsible for the supply, installation and maintenance of traffic control devices necessary for the protection of the public and the work site. Traffic control must be in accordance with the Manual of Uniform Traffic Control Devices for Canada. The NCC field manual of traffic control shall or NCC policies and regulations shall also be used. All signs used for traffic control shall be bilingual

19. Protection of the Public and Property

The Contractor shall hold paramount the safety, health and welfare of the public.

In supplying the Goods and performing the Services, the Contractor shall protect the NCC's property and other person's property from damage. The Contractor shall at its own expense make good any such damage which arises as a result of the Contractor's operation except for damage which, in the performance of the Services, the Contractor could not reasonably avoid.

In supplying the Goods and performing the Services, the Contractor is solely responsible for the safety of the jobsite and is to comply with the appropriate occupational safety and health standard, rules and regulations, and orders that are applicable to his actions and conduct. Safety of the public, while a job is being completed, will also be the responsibility of the Applicant. Personal Protective Equipment is to be used as required, be in good condition, appropriate to the tasks conducted and meet all regulatory standards. Safety devices and guards are to be in place and functioning.

The Contractor shall perform the work with a minimum disturbance to occupants, public, and normal use of premises. The Contractor must protect existing work from damage, move furniture and fittings required for access to work and replace following completion of work. Where necessary, cover furniture and fittings in work areas prior to commencing work; remove covers on completion of work. The Contractor shall not to leave or store their equipment or tools on site.

Terms of Reference – Landscaping and General Cleaning Services

20. Price Tables: Refer to Price Tables 1-4 of the Invitation to Tender /Contract Form

The personnel hourly rates shall include all costs, including but not limited to the following:

- i. The cost of all labour (including operator), materials and equipment;
- ii. Overheads covering and not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, sub-contractors, etc.;
- iii. Mobilization and demobilization (and include traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- iv. Disposal or recycling of all construction waste;
- v. Mark-ups and profits; and,
- vi. Any other costs and expenses.
- vii. Excluding applicable taxes.

NOTE: The Contractor will only be paid on the basis of productive hours at the job site. Hourly rates begin at the arrival on the job site. Rates are only applicable from the starting time or when the equipment arrives, if later than the agreed upon starting time, until the equipment is finished for the period of time required or dismissed from the job site. The NCC does not pay overtime regardless of the number of hours worked. Hours worked will not apply to time spent for paid for break periods (e.g. lunch break, washroom breaks, etc.) transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment as this considered to be overhead and the cost shall be included in the hourly rate bid for basic labor or equipment.

Every effort should be made in scheduling of staff breaks to minimize the disruption of the work, and may be directed by the NCC Representative.

If the Contractor arrives on the site at the prearranged call out time and must wait for the NCC Representative, equipment or instruction; that is to be deemed to be "standby" time. Standby time will be paid at regular hourly rates.

The rates will be based on the following:

- i. The equipment rates will be based on time spent on task, no minimum to apply.
- ii. The various crew and labour rates will be based on task, no minimum to apply.
- iii. The NCC will not be responsible for the reimbursement for travel time to and from the job site

Terms of Reference – Landscaping and General Cleaning Services

ANNEX A – QUEBEC AND ONTARIO MAINTENANCE CONTRACT

Line Item	Ontario Address
1	<p>23 Mackay Street Ottawa ON Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches. Frequency: Weekly</p>
2	<p>25 Mackay Street Ottawa ON Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches. Frequency: Weekly</p>
3	<p>32-36 Bolton Street Ottawa ON Multi RES: Needs seeding the front lawn in spring & grass cutting. Pruning the side and backyard branches. Frequency: Bi-Weekly</p>
4	<p>35-37 Cathcart Street Ottawa ON Multi RES: Needs seeding the front lawn, minimum grass cutting in front and back & along the parking lot as well as pruning. Frequency: Bi-Weekly</p>
5	<p>39 Cathcart Street Ottawa ON Needs seeding the front lawn & minimum grass cutting Frequency: Bi-weekly</p>
6	<p>41-43 Cathcart Street Ottawa ON Multi RES: Needs seeding the front lawn, minimum grass cutting in front and back & along the parking lot as well as pruning. Frequency: Bi-Weekly</p>
7	<p>142-144 St Patrick Street Ottawa ON Multi RES: Needs Minimum grass cutting, Pruning the side and backyard tree branches. Frequency: Monthly</p>
8	<p>273 Sussex Drive Ottawa ON Multi RES: Needs minimum grass cutting along the parking lot and sides as well as pruning. Frequency: Monthly</p>
9	<p>275-279 Sussex Drive Ottawa ON Multi RES: Needs minimum grass cutting along the parking lot and sides as well as pruning. Frequency: Monthly</p>
10	<p>936-940 North River Road Ottawa ON Multi RES: Needs seeding the lawn in spring & grass cutting. Pruning the side and backyard tree branches. Frequency: Weekly</p>
11	<p>962 North River Road Multi RES: Needs seeding the front lawn in spring & grass cutting. Pruning the side and backyard tree branches. Frequency: Bi-Weekly</p>
12	<p>1066 North River Rd, Ottawa ON Needs grass cutting along the side yard and backyard. Frequency: Bi-weekly</p>

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13	<p>2356-2358 Pepin Court Multi RES: Needs grass cutting & weeding. Frequency: Bi-Weekly</p>
14	<p>2280 Maurice St Vacant property to be demolished in fall 2022 requiring grass cutting all around house and backyard. Need maintenance year 1 only. Frequency: Monthly</p>
15	<p>3146 Park Lane Gloucester ON Vacant property for demolition September 2022, needs maintenance year 1 only. Needs grass cutting side and back of the house and pruning front & side trees. Frequency: Monthly</p>
16	<p>3176 Davidson Road Vacant property requiring grass cutting all around house and backyard Frequency: Monthly</p>
17	<p>3339 Leitrim Road Gloucester ON Vacant property for demolition September 2022, needs grass cutting all around house and backyard year 1 only. Frequency: Monthly</p>
18	<p>3556 Conroy Rd Vacant property requiring grass cutting all around house and backyard Frequency: Monthly</p>
19	<p>3820 Carling Ave Vacant property requiring grass cutting all around house and backyard. Need maintenance year 1 only. Frequency: Monthly</p>

Terms of Reference – Landscaping and General Cleaning Services

Line Item	Quebec Address
1	<p>23 ch Lacharite Chelsea QC Vacant Property: Smaller property, some grass cutting and branch trimming as required. Need maintenance year 1 only. Frequency: Monthly</p>
2	<p>93 Ch Kingsmere Chelsea QC Vacant property: Needs grass cutting all around and branch trimming as required. Need maintenance year 1 only. Frequency: Monthly</p>
3	<p>108 Ch Pine Gatineau QC Vacant property: Needs grass cutting all around. Frequency: Every other month (bi-monthly)</p>
4	<p>601 ch du lac Meech Chelsea QC Vacant property: needs grass cutting all around. Frequency: Monthly</p>

ANNEX B

COVID-19 Vaccination Requirement Certification Form

COVID-19 Vaccination Requirement Certification Form

Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to NCC Tender File #MA049
Landscaping Maintenance Services, warrant and certify that all personnel that _____
_____ (*name of business*) will provide on the resulting
Contract/Purchase Order who access National Capital Commission (NCC) / 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) as of
December 15, 2021; 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 as of December 15, 2021 that have been presented to and
approved by the NCC;

until such time that the NCC indicates that the vaccination requirements of the Government of Canada's
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 Policy
for Supplier Personnel, and that _____ (*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/Purchase Order. I understand that the certifications provided to the NCC are
subject to verification at all times. I also understand that the NCC will declare a contractor in default if a
certification is found to be untrue, whether made knowingly or unknowingly, during the Contract/Purchase
Order period. The NCC reserves the right to ask for additional information to verify the certifications.
Failure to comply with any request or requirement imposed by the NCC will constitute a default under the
Contract/Purchase Order.

Signature: _____

Date: _____

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/Purchase Order and who require access to NCC / federal
government workplaces where they may come into contact with public servants.