



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Grounds Maintenance Services at the Pacific Biological Station 3190 Hammond Bay Rd. Nanaimo B.C.		Date July 5, 2022
Solicitation No. / N° de l'invitation 30001714		
Client Reference No. / No. de référence du client(e) 30001714		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : August 16, 2022		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Kimberly Walker DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Mandatory Site Visit

Mandatory Site Visit will be held on **July 20 at 10:00 am local time** at the Pacific Biological Station, 3190 Hammond Bay Rd. Nanaimo, B.C. It is a requirement for all persons wishing to submit a bid on this project to attend this meeting at the site to familiarize themselves fully with the scope of work and the tendering requirements. The Bidder's representative must sign an attendance list and attend the entire site visit to have their bid submission considered responsive.

Bidders must communicate with the Contracting Officer no later than July 19, 2022 to confirm attendance and provide the following information:

- a. Business name
- b. Business address
- c. Business phone number
- d. Bidder's representative name(s), with email address and phone number

Bidders who do not attend the site visit or do not send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 Debriefings

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

1.5 Trade Agreements

The requirement is subject to the, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 14 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Integrity Provisions – Required Documentation

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

5.1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.5 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.6 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

5.1.7 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.1.8 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:



b) The status of the contractor (individual, unincorporated business, corporation or partnership):

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.1.9 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()



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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- 2. conditions of the lump sum payment incentive;
- 3. date of termination of employment;
- 4. amount of lump sum payment;
- 5. rate of pay on which lump sum payment is based;
- 6. period of lump sum payment including start date, end date and number of weeks;
- 7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.1.10 Electronic Payment Instruments

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

- () VISA Acquisition Card;
- () Direct Deposit (Domestic and International);

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



**ATTACHMENT 1 TO PART 5
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

ANNEX A

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

6.3.1 General Conditions

6.3.1.1 [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: [2010C](#) 10 (2022-01-28), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca. The Contractor must submit invoices for



each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.2 Supplemental General Conditions

[4013](#) (2021-11-29) apply to and forms part of the Contract.

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

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

[4014](#) (2021-11-29) Suspension of the work applies to and forms part of the Contract.

6.3.2.2 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) *[insert section entitled "Default by the Contractor"]* _____ or *[insert section entitled "Termination for convenience"]* _____ of general conditions _____.



2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from approximately September 1, 2022 to September 30, 2023 inclusive. (13 Months)

6.4.2 Option to Extend the Contract

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

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

Option periods if exercised will be
September 1, 2023 through to August 31, 2024
September 1, 2024 through to August 31, 2025
September 1, 2025 through to August 31, 2026

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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



6.5.2 Project Authority

The Project Authority for the Contract is: **(name to be provided at contract award)**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative (name to be provided at contract award)

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*) and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for



goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

SACC Manual clause [C6001C \(2017-08-17\)](#) Limitation of Expenditure

6.7.3 Methods of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca

AP Coder: (name to be provided at contract award)

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes



invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C, (2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions
- (f) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]; “, as clarified on _____ *or*, as amended on _____ *and insert date(s) of clarification(s) or amendment(s)*

6.12 Insurance - Specific Requirements

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

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

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

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX “A” STATEMENT OF WORK

Title

Grounds Maintenance Services at the Pacific Biological Station 3190 Hammond Bay Rd. Nanaimo B.C.

Contracting Period

Contract award through to August 31, 2023, with the option for 3 additional 1 year period exercised at the discretion of Fisheries and Oceans Canada.

Option periods if exercised will be

September 1, 2023 through to August 31, 2024

September 1, 2024 through to August 31, 2025

September 1, 2025 through to August 31, 2026

Site Description

The Pacific Biological Station is a fisheries research and management facility located in Nanaimo BC. It was established on Departure Bay over 100 years ago. The facility is located on 15+ acres which has a public road that bisects the property. This sprawling site incorporates areas of ‘natural/native’ ground cover and trees/shrubs that require little maintenance to areas of grass, flower beds, and shrubs that require a commercial level of maintenance.

The property is located on the eastern hillsides of Departure Bay. Vegetation consists of horticulture and native plants and trees. The contract is mostly specific to the maintenance of the ground’s vegetation. In addition, the contractor may be required to provide General Labour for the purpose of assisting facility maintenance personnel in performing minor roadway / walkway repairs, material moving, snow removal, and general labour duties.

Work Schedule

The Pacific Biological Station business hours are Monday to Friday 8:00am-1800 hours. Operation of motorized work will be scheduled to be done on Weekdays between Monday and Fridays.

The minimum level of effort required is 8 hours per week minimum of 3 people.

Hours of work will be 0800 – 1800 Hours, Monday to Friday. A sign in & out log book will be kept at the Commissionaire Security office located in the Taylor Building to record who is on site and the duration spent.

Contractor **will not** work “after hours” unless requested and approved in writing by the RPSS Site Representative.

Work is not to be performed on the following Statutory Holidays observed by the Federal Government unless permission is given by RPSS Site Representative:

1. New Year’s Day,
2. Good Friday,
3. Victoria Day,
4. Canada Day,
5. Municipal holiday (1st Monday in August)
6. Labour Day,
7. National Day for Truth and Reconciliation
8. Thanksgiving Day,
9. Remembrance Day,
10. Christmas Day and
11. Boxing Day.



The Contractor will be required to provide grounds keeping services on Family Day (3rd Monday of February) at its regular rates as the Federal Government does not observe this Holiday.

Grounds Keeping/ Maintenance Specifications

Tasks to be Performed / General Instructions

Spring/Summer general grounds keeping services will only be required as follows, weekly lawn cutting, trimming and tidy, removal of clippings, branches and grounds keeping waste including those gathered by RPSS staff

Winter/Fall work shall include the maintenance of the grounds as indicated. Annual aerating, purchase and deployment of natural fertilizing in Spring, and Lime to be spread in the fall & spring will also be factored into this contract.

General Labour may be required to assist in manual snow removal and salt / sand spreading, please supply a labour rate for this service if required. \$\$ per hour

There are many native animals and birds including deer, otters, raccoons, geese and pigeons and gulls. These animals have an impact on the landscape contract. No product shall be used to control vegetation which is an environmental contaminant or harmful to wildlife. In addition, the contractor shall remove the wildlife's droppings from all areas of the site (see attached site plan). Damage of the vegetation by the wildlife is not the responsibility of the contractor.

There are to be no fertilizers, herbicides, fungicides or similar additives applied to any vegetation at this facility without prior approval from the RPSS Site Representative.

Removal of all accumulated landscaping waste material including those gathered by RPSS technicians is required.

Undergrowth in or near the Property Security Fencing shall be maintained and cut back a minimum of 6 feet on either side of the fence. All roadways and paths shall be kept clear of undergrowth. In the event the contractor fails to perform the work in accordance with the specifications and if this failure is not corrected within two working days; the Site Authority has the right to withhold payment from the Contractor until the work has been completed.

Vegetation Zones

Referring to the provided site drawing, the site has three main vegetation zones:

Zone 1: Horticulture Zone, which are primarily maintained lawns, beds, planters, shrubs, and trees.

Zone 2: Native Grass / Shrub Zone, which is primarily wild grass and native shrubbery.

Zone 3: Native Grass / Treed Zone, which consists primarily of native trees, bushes and grasses.

DFO Responsibilities

- The costs for the purchase of perennials and shrubs are the responsibility of the RPSS Site Representative.
- Fisheries and Oceans is responsible for the cost and repair to zone timers, solenoid valves and pressure regulator valves, filters, supply piping services up to the sprinkler head / drip system piping. Damages resulting while working on the property around buried services is to be reported to RPSS immediately so as to isolate the sprinkler zone pending repairs. A sprinkler marker flag supplied by RPSS Site authority is to be placed upon discovery .
- DFO will supply all water hoses.
- RPSS staff will maintain all garden beds and shrub & rose maintenance
- Tree maintenance is maintained by others



Contractors Responsibilities

- Contractor is fully responsible for signing all staff in and out at the Commissionaires security office in addition to displaying the appropriate identification when working onsite.
- Contractor must ensure its employees are supervised at all times by a person knowledgeable in landscaping design and horticultural practices.
- Supply all labour, materials, tools, equipment and supervision and transportation required to perform lawn mowing and trimming and various Grounds Maintenance Services as requested.
- Work interruption based upon available labour, equipment, materials or weather is the responsibility of the contractor.
- The contractor or representative shall communicate weekly with the RPSS Site Representative as to the condition and standard of work and associated issues.
- The Contractor is responsible for ensuring that all material and / or services provided conform to contract requirements. All material is subject to inspection / verification (identity, conditions and count) / acceptance by the RPSS Site Representative.
- Contractor is to immediately address health and safety non-compliance issues identified by the RPSS Site Representative and provide within in 2 days a written report of action taken to correct non-compliance with health and safety issues identified.

Lawns

Lawns are to be cut as required and maintained at a height of 1 ½" to 2 ½". *Weekly in the height of growing season and less as temperatures change in or out of fall.* Grass at border edges, along plant beds or around tree bases is to be trimmed and all lawn adjacent to sidewalks edged annually. Lawns are to be kept clear of leaves, branches and tree limbs.

Safety

The contractor will assure that all contractors' staff works in accordance to Work Safe BC regulations. Staff will be provided with and use appropriate safety gear and be made aware of safety procedures to be followed when using lawn equipment on hillsides, by the contractor. Prior to beginning the contract, all contractor's employees will be provided a safety orientation session by the RPSS Site Representative. The contractor's supervisor will assure that all staff will be familiarized with this safety orientation prior to commencing any work activity at this facility. The contractor is responsible to supply all safety equipment. This includes personal protection equipment for their staff.

Public Safety

- The contractor will go to every extent to safeguard any walking pedestrians and vehicles that transit along the properties sidewalks, if persons are walking along the sidewalk work is to cease till the person pass's.
- Cones & Caution signs can be displayed to prevent accidents or liability.
- Caution must be observed any every cost.
- 360o observations must be considered when working along Dallas Road & Huron Street
- High Visibility PPE must be worn at any times on site

Equipment and Supplies

All equipment shall be in good working condition and equipped with well-maintained safety guards and safety devices. All gas engines shall have appropriate mufflers in good condition. When using weed eater and leaf blowers, proper eye / face protection and hearing protection shall be used. All equipment shall be used in a safe manner to prevent vegetation and soil materials from impacting on vehicles and buildings and pedestrians. Injuries or damage caused by the misuse or inadequate safety equipment is the responsibility of the contractor. Gasoline used for landscape machinery shall be kept in containers specifically designed for gasoline dispensing. The containers shall have proper dispensing spouts and seal / vent caps. Vent and seal caps will be installed at all times except when fueling equipment. Flammable containers (gasoline) shall not be left unattended or placed on roadways or walkways. Contractor is to supply spill kit suitable for the products used and ensure that staff are trained. Spillage of gasoline shall be avoided. Any spills MUST be reported to the RPSS Site Representative.



Hazardous Products

Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to the RPSS Site Representative and in accordance with the Canada Labour Code.

Unforeseen Hazards

Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the work, immediately stop work and advise the RPSS Site Representative verbally and in writing.

Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

Contractor's Use of Site

- a) Use of site is limited to work areas where equipment has to be serviced or work has to be performed.
- b) Leave work area in a clean and orderly condition.
- c) Clean all surfaces of building where soiled by activities of workforce of this contract.
- d) Provide temporary barriers and warning signs as necessary in locations where maintenance work is adjacent to areas used by the public or government staff.
- e) There shall be no storage of equipment or debris on site.

Fire Protection & Alarm System

1. Fire protection and alarm systems shall not be:
 - a) Obstructed.
 - b) Shut off.
 - c) Left inactive at the end of a working day or shift.
2. Do not use fire hydrants, standpipes and hose systems for purposes other than firefighting.
3. Be responsible / liable for costs incurred from the fire department, the building owner and the tenants, resulting from false alarms.

Precautions against Damage, Infringements of Rights, Fire Etc

The Contractor must, at his own expense, do whatever is necessary to ensure that

- a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities under this Contract;
- b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the execution or existence of the work and or planting;
- c) fire hazards are eliminated and in the case of a fire in or about the works that it is promptly Extinguished and reported;
- d) the health of all persons employed on the Work is not endangered;
- e) adequate medical supervision of all persons employed on the Work is maintained;
- f) adequate sanitation measures in respect of the Work are taken; and
- g) all stakes, buoys, and marks placed on or about the works by or under the authority of the Engineer are protected and are not removed, defaced or altered.

Work Safe BC Coverage

1. Comply fully with the Work Safe BC Act, regulations and orders made pursuant thereto, and any amendments up to the completion of the work.
2. Maintain Work Safe BC coverage during the term of the Contract, until and including the date that the Certificate of Final Completion is issued.
3. Compliance with Regulations



It is the Contractor's responsibility to ensure that all workers are qualified, competent and certified to perform the work as required by the Work Safe BC Act or the Occupational Health and Safety Regulations.

Change Management Procedures

The RPSS Site Representative is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the RPSS Site Representative; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Technical matter:

RPSS Site Representative has the authority to :

Discuss with the contractor whether the work is being performed to level of quality specified;

Question, accept or reject the quality of any labor, and/or material used in the execution of the work.

Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Fisheries and Oceans Canada.

The RPSS Site Representative may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The contractor will be responsible for any costs arising from such a "stop work order".



ANNEX "B" BASIS OF PAYMENT

Pricing and Basis of Payment

For the provision of all professional services, including all associated costs necessary to carry out the required work.

The Contractor agrees that the following table is the Unit Price Table to be used for the purpose of the Contract. That unit prices as tendered govern in calculating the total amount of tender and that errors in the extension of unit prices and/or the addition of the estimated total prices will be corrected in order to obtain the actual amount of tender.

ALL-INCLUSIVE RATES

<p>ALL-INCLUSIVE SUPERVISOR RATES – 0800 – 1800 Hours, Monday – Friday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required Initial Contract Period: September 1, 2022 – August 31, 2023</p>	
<p>Description of Services (8 hours per week – 3 individuals)</p>	<p>Fixed all-inclusive monthly rate:</p>
<p>Mowing, weeding, edging/trimming, removal of grounds keeping waste August, September, October, March, April, May, June, July.</p>	<p>\$ _____</p>
<p>AFTER HOURS/EMERGENCY ONLY - 1801pm – 0759am Hours, Monday – Saturday 00:00 – 24:00 Hours Sunday Rate will include all labour, equipment, vehicles, trailers, machinery, gas/lubricants Initial Contract Period: September 1, 2022 – August 31, 2023</p>	
<p>Description of Services</p>	<p>Fixed all-inclusive hourly rate:</p>
<p>Annual aerating, purchase & deployment of natural fertilizing and lime in Spring & Fall,</p>	<p>\$ _____</p>



<p>ALL-INCLUSIVE SUPERVISOR RATES – 0800 – 1800 Hours, Monday – Friday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required Option Year #1: September 1, 2023 – August 31, 2024</p>	
<p>Description of Services (8 hours per week – 3 individuals)</p>	<p>Fixed all-inclusive monthly rate:</p>
<p>Mowing, weeding, edging/trimming, removal of grounds keeping waste August, September, October, March, April, May, June, July.</p>	<p>\$ _____</p>
<p>AFTER HOURS/EMERGENCY ONLY - 1801pm – 0759am Hours, Monday – Saturday 00:00 – 24:00 Hours Sunday Rate will include all labour, equipment, vehicles, trailers, machinery, gas/lubricants Option Year #1: September 1, 2023 – August 31, 2024</p>	
<p>Description of Services</p>	<p>Fixed all-inclusive hourly rate:</p>
<p>Annual aerating, purchase & deployment of natural fertilizing and lime in Spring & Fall</p>	<p>\$ _____</p>

<p>ALL-INCLUSIVE SUPERVISOR RATES – 0800 – 1800 Hours, Monday – Friday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required Option Year #2: September 1, 2024 – August 31, 2025</p>	
<p>Description of Services (8 hours per week – 3 individuals)</p>	<p>Fixed all-inclusive monthly rate:</p>
<p>Mowing, weeding, edging/trimming, removal of grounds keeping waste August, September, October, March, April, May, June, July.</p>	<p>\$ _____</p>
<p>AFTER HOURS/EMERGENCY ONLY - 1801pm – 0759am Hours, Monday – Saturday 00:00 – 24:00 Hours Sunday Rate will include all labour, equipment, vehicles, trailers, machinery, gas/lubricants Option Year #2: September 1, 2024 – August 31, 2025</p>	
<p>Description of Services</p>	<p>Fixed all-inclusive hourly rate:</p>
<p>Annual aerating, purchase & deployment of natural fertilizing and lime in Spring & Fall</p>	<p>\$ _____</p>



ALL-INCLUSIVE SUPERVISOR RATES – 0800 – 1800 Hours, Monday – Friday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required Option Year #3: September 1, 2025 – August 31, 2026	
Description of Services (8 hours per week – 3 individuals)	Fixed all-inclusive monthly rate:
Mowing, weeding, edging/trimming, removal of grounds keeping waste August, September, October, March, April, May, June, July.	\$ _____
AFTER HOURS/EMERGENCY ONLY - 1801pm – 0759am Hours, Monday – Saturday 00:00 – 24:00 Hours Sunday Rate will include all labour, equipment, vehicles, trailers, machinery, gas/lubricants Option Year #3: September 1, 2025 – August 31, 2026	
Description of Services	Fixed all-inclusive hourly rate:
Annual aerating, purchase & deployment of natural fertilizing and lime in Spring & Fall	\$ _____

Bid Submission Totals - for evaluation purposes only	
	Total Bid Price (excluding taxes)
Initial Contract Period (2022-2023)	\$
Option Year #1 (2023-2024)	\$
Option Year #1 (2024-2025)	\$
Option Year #1 (2025-2026)	\$
TOTAL EVALUATED BID PRICE (excluding taxes):	\$ _____



ANNEX "C" INSURANCE CONDITIONS

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



ANNEX “D” EVALUATION CRITERIA

PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Proposal Page No.
M1	The bidder must submit a current WCB Assessment # and a Clearance Letter with their bid.	
M2	The bidder must submit references verifying a minimum of 2 years' experience in the field of commercial grounds maintenance services from clients with similar sized and complex sites. Complete Table 1 below	
M3	The bidder must submit proof of a Business License for the City of Victoria.	
M4	The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.	
M5	The bidder must submit the names of the proposed supervisor and general labour. Name and Position required – complete Table 2 below	
M6	The bidder must submit proof that proposed personnel have at least two years' experience in the landscaping or grounds keeping field – attach resumes with references.	
M7	The bidder must provide proof of WHMIS training for all personnel	
M8	The bidder must provide proof that the supervisor or identified personnel is in possession of a current Pesticide Ticket.	
M9	The bidder must provide a list of equipment including current condition	



Table 1

Company Name	Start Date Month & Year	End Date Month & Year	Facility Work Carried Out	Description of Work Tasks
Example – Star Cleaning	April 1990	June 2010	Alcatraz	Interior cleaning including floors-wash/wax, windows,

Table 2

Proposed Resource and Position	Start Date Month & Year	End Date Month & Year	Employer at the Time	Facility Work Carried Out	Description of Work Tasks
Example – Mary Jane - Supervisor	April 2000	June 2010	Star Cleaning	Alcatraz	Interior cleaning including floors-wash/wax, windows,
Example – Mary Jane - supervisor	June 2010	October 2020 / Present	Star Cleaning	Area 51	Interior cleaning including floors-wash/wax, windows,