Sidewalk Cleaning and Public Space Maintenance Services Contract

Downtown BIA

March 10th, 2026

REQUEST FOR PROPOSALS (RFP)

The Downtown BIA (DTBIA) is seeking proposals for Sidewalk Cleaning and Public Space Maintenance Services for a nine-month period beginning **April 15th, 2026**, on built facilities and assets as described in this RFP.

The scope of work will include sweeping sidewalks and curbs, weed abatement, and site inspection throughout the BIA, an important area within the City of Ottawa.

The DTBIA is seeking maintenance services with the objective of supporting high standards of service excellence at the best cost. The DTBIA believes that this proposal call will result in a successful contract award; however, if proposals submitted do not meet these basic objectives, the DTBIA will not proceed with contract award and will implement alternative service delivery approaches.

DTBIA CONTACT:

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Executive Director

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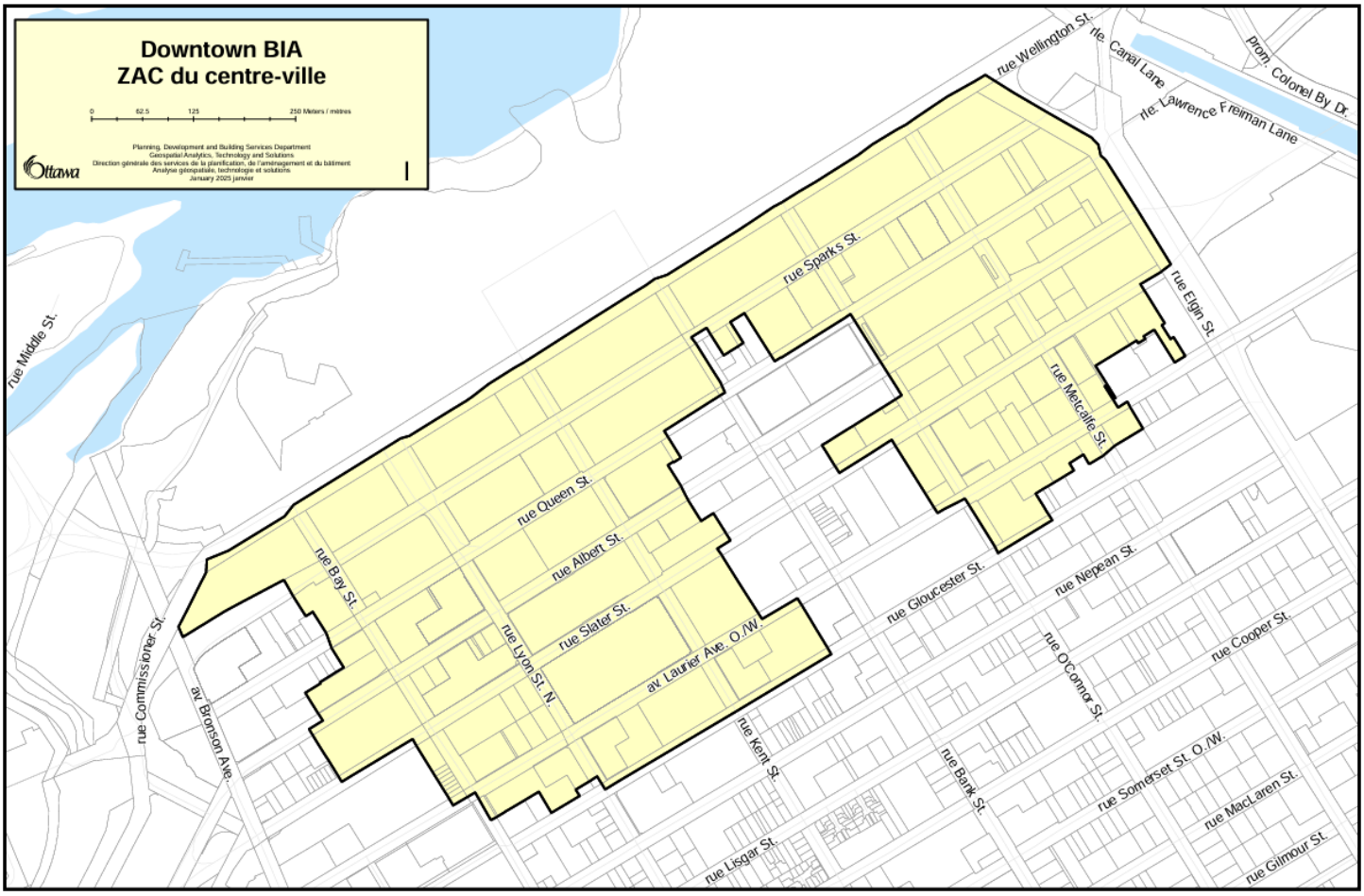
Introduction

The DTBIA is responsible for establishing and maintaining a higher standard for cleanliness throughout most of the business district in the City of Ottawa. The DTBIA manages contracts which provide high quality maintenance services for the downtown of Canada's capital city. Effective maintenance and lifecycle management is required for this active downtown which regularly hosts large scale events of local and national significance. The overall objectives of maintenance practices are to ensure public health and safety, protect and preserve assets, and provide for an enjoyable experience in downtown Ottawa. The DTBIA is committed to planning, developing, and implementation of all programs and activities in a manner designed to minimize adverse effects on the environment and ideally enhance the environmental resources under its responsibility.



Scope of Work

The Sidewalk Cleaning Public Realm Maintenance and Pressure Washing Contract is the totality of the following:

Sidewalk/Curb Sweeping - Using hand or power sweeping equipment, clean and remove all rubbish, stickers, debris, needles, and human bio-waste from sidewalks, curbs, driveways, tree wells, landscaped areas, and on and around street furniture, including rubbish receptacles within the DTBIA. Uniformly perform duties based upon directed frequency while attending to areas with high pedestrian concentration as many times as possible per day.

Weed Abatement – Perform weed control in sidewalk cracks, landscape beds, tree grates, and around streetscaping using environmentally safe methods including scraping and non-toxic solutions approved for use. Address and/or report tree maintenance issues, particularly those impacting public sidewalk accessibility.

Site Inspection - The Contactor will support the DTBIA by identifying and tracking the maintenance needs in the DTBIA. This includes, but is not limited to, the works that are the responsibility of the Contractor, City of Ottawa Staff, Other DTBIA Contractors. means reporting and tracking all maintenance issues in the DTBIA including works that are not the responsibility of the Contractor. This includes, but is not limited to:

- Graffiti / tagging
- Damaged street furniture
- Missing or damaged plants
- Damaged sidewalks/curbs
- Needles
- Human Bio-waste
- Surfaces requiring re-painting
- Abandoned traffic control equipment
- Areas requiring pressure washing

Contractor's Obligations

Material and Equipment
The Contractor shall provide at his/her/their own expense all services included in this Contract. The Contractor shall also be responsible for providing all equipment, material, software applications, and communication devices required to fulfill the obligations of the Contract. Due to limited water access, Contractor is obligated to transport water from off site to fulfill the required obligations of the Contract.

Rehabilitation and/or Replacement
The Contractor shall be responsible for any Rehabilitation and/or Replacement costs resulting from the absence or lack of Routine and/or Non-Routine and/or Preventative Maintenance on the part of The Contractor and as indicated in this RFP.

Site Management Software Application
The DTBIA uses a site management software to create and track all work orders. Contractor will be obligated to use the software to track their responsibilities within the Landscaper Services Contract. Any expenses incurred by the
Contractor, including but not limited cellular data plans are the responsibility of the Contractor. The CMO will use the application to identify and notify the Contractor of issues they are responsible for.

Reporting of Graffiti and Site Maintenance Issues
The Contractor shall be responsible for reporting any Graffiti and Site Maintenance Issues observed but that are not the responsibility of the Contractor under this agreement to the DTBIA while conducting their duties. Contractor is to use the Software Application to do so. Example: an employee of the Contractor observes graffiti on a building. Using the application, the employee would create a ticket that will be sent to the CMO for processing. The Contractor's obligations are met once report is complete. If Graffiti contains offensive elements, the Contractor is obligated to report it to the CMO immediately and attempt to cover the offensive materiel.

Public Safety
The Contractor will undertake all necessary precautions and/or measures to provide a site that is safe for the public. The Contractor will secure any area within the site that might (or has) become a safety hazard. The Contractor will notify the DTBIA within one (1) hour of occurrence.

Best Practices
The Contractor agrees to use best practices, in compliance with the Terms and Conditions of this Contract and with any laws in effect during the term. The Contractor agrees to take, or have taken, any steps required to fulfill his/her/their obligations under this Contract and to always consider and comply with the terms of this Contract, completely and faithfully. The scope of the Contract is established by the body of services required. The Contractor will ensure that he/she/they provide the services required in each section of this Contract even though individual tasks are not specifically identified but are required to provide the services requested.

Hours of Work
The Contractor agrees to provide a proposed schedule of work. Most of the work is to be conducted during normal business hours. All Submissions must include a minimum of of **six** days of coverage. Due to the nature of the work, some tasks may be conducted outside the normal business hours.

Standards and Best Practice
With respect to the work to be performed under the terms of the Contract, the Contractor agrees and accepts to perform work equivalent or superior to the standards and best practices prevailing in the industry on the current date and/or to enforce observance of the said standards and best practices.

DTBIA Obligations

The DTBIA is responsible for ensuring that all contractual obligations are continuously met by the Contractor. The DTBIA will provide a principal contact for The Contractor.

Site Plan
The DTBIA will provide a detailed site plan identifying the location of all public areas, site furniture, assets, etc.

Site Management Software Application
The DTBIA will carry the licensing costs of the software application and provide training to Contractor staff in its use.

Vehicular Management
The DTBIA is responsible for vehicular management on Sparks Street. The DTBIA will pre-authorize motor vehicle access outside of the delivery window on a case-by-case basis. Authorized vehicles will be provided with designated identification tag that is to be prominently displayed on approved vehicles.

Festivals and Events
The DTBIA will manage land use permission for festivals and events notifying Contractor in writing of upcoming events and act as a liaison with event organizers.

Governing Laws and Forum

Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the province of Ontario.

Severability of Provisions

Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

Entire Contract

When duly executed by the Contractor and the DTBIA, the Contract shall constitute the entire Contract between the parties pertaining to the Subject Matter. There shall be no warranties, representations, or agreements between the parties in connection with such subject matter except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of such Contract shall constitute a continuing waiver unless otherwise expressly provided.

Alterations

The DTBIA Termination Right
The DTBIA shall have the right to deliver notice in writing to the Contractor terminating this Contract in its entirety and the DTBIA shall not be liable for any damages suffered by the Contractor as a result of such termination.

Alterations to Scope of Contract
The DTBIA reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions, or withdrawals of sites/programs/events/services/activities/sub-activities.

The Contractor shall then provide the DTBIA with an estimate of the total cost for any alteration accompanied by a breakdown per activity be based on the following:

- The original price per site as provided in the detailed proposal.
- The information provided by the DTBIA describing the alteration.

- The Hourly Rate / Unit Price for each service as indicated in the RFP, when such rates or unit prices have been submitted.

The DTBIA shall evaluate the Contractor's estimate based on items above.

The DTBIA and Contractor shall arrive at a mutually agreed fee for any alteration.

Additions to Contract
The Contractor acknowledges that should there be any sites/programs/events/services/activities/sub-activities added to the Subject Matter, then the Contractor shall be obligated to provide said additional services at a fair equitable price as requested by the DTBIA. Except in case of emergency, the Contractor must await the issuance of a change order before performing the additional work.

Withdrawals to Contract – General
In the event that the DTBIA elects to permanently or temporarily withdraw any program/event/service, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such program/event/service/activity/sub-activity, including without limitation the right to recover any part of the fixed fee of the Contract that would otherwise have been payable to The Contractor in respect of such withdrawal. the Contractor acknowledges that should the DTBIA withdraw any site/program/event/service, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such decision made by the DTBIA.

Conditions Common to Performance of All Maintenance Duties

The Contractor agrees that it shall comply with each of the following conditions:

Environmental Laws, Policies and Procedures
In performing each of the operational duties identified in the Contract, or in complying with the requirements of any part of this Contract, the Contractor shall comply fully, at its own expense, with all requirements imposed by

Environmental Laws, and with all requirements imposed by the DTBIA Sustainability Policy including all amendments or replacement policies and procedures.

Warranty
The Contractor warrants that it is competent to perform the work required under this Contract in that it has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill, and ability to perform the work.

Any work and/or service provided by the Contractor must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship. The Contractor agrees that this warranty shall survive the acceptance of and payment for the Work and agrees that the Contractor's obligation under it includes

repairing or replacing any part or parts thereof which shall, within twenty-four (24) months from the date of delivery or date of completion of the work, become defective as a result of faulty design, material, or workmanship.

Work for Others
The Contractor shall obtain prior authorization in writing from the DTBIA before accepting and/or commencing any work for a third party on land subject to this Contract. The DTBIA shall verify that the work contemplated is not already included under this Contract before providing its authorization. For event support, the Contractor shall specify in writing all events on land subject to this Contract considered by the Contractor for work and any potential areas of conflict.

Contracting

Sub-Contracting
The Contractor shall advise the DTBIA of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the DTBIA to review the terms of reference for such contract. If the scope of work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the DTBIA, the Contractor shall make any modifications that the DTBIA requires. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract. Contractor is not permitted to add any type of administrative charge to expenses being past through to the DTBIA as part of there fulfilment of duties required by this contract.

Denial of Agency
Nothing contained in this Contract creates any relationship of agency, partnership, joint enterprise, or any relationship other than a contractual one. In all respects the Contractor is acting in his/her/their own capacity, and all debts and liabilities to third persons incurred by the Contractor are and shall be exclusively for the account of the Contractor.

Liability for Fixed Fee
The only amount which the DTBIA shall be obliged to pay to the Contractor or otherwise in respect of the obligations created by this Contract is the Fixed Fee of the Contract stipulated in the proposal submitted by the successful proponent and accepted by the DTBIA subject to any other amounts mutually agreed upon by the parties.

Deduction Where Services Omitted Owing to Force Majeure or Default
If any of the Contractor's obligations hereunder are not performed because of the occurrence of an event of Force Majeure or default, then there shall be a corresponding deduction from the Fixed Fee of the Contract.

Accounting & Reporting Requirements

Payment Schedule
Payment is distributed monthly to the Contractor during the Term. Payment is subject to the review and approval of invoices submitted by the Contractor by the DTBIA. The DTBIA shall have the right, acting reasonably, to disapprove any item or items contained in the monthly invoice.

Limitation on The DTBIA Financial Obligations
The DTBIA shall have no obligation, and the Contractor shall not represent to third parties that the DTBIA has any such obligation, on account of reimbursement of expenses, overhead costs, administrative expenses, or salaries and benefits of employees, except to the extent that such amounts are included in amounts payable pursuant to the payment schedule.

Holdback on Final Payment
Upon the expiry or earlier termination of the term, the DTBIA shall withhold 100% of the final payment due. The said holdback shall be returned to the Contractor once a physical inspection of Contract assets confirms that they are returned in a condition satisfactory to the DTBIA.

Maintenance of Office & Records

The Contractor shall keep and maintain at the head or branch office of the Contractor, in the National Capital Region, full and complete information, data and records of its activities and all financial transactions related to the management and operation of the subject matter.

Ownership & Access

All information, data and records prepared by the Contractor during the Term in relation to the Subject Matter, and all reports of same shall be the property of the DTBIA. The DTBIA shall have the right at any time or times during the Term and thereafter to unrestricted access to all such information, data, records, and reports.

Report Formats & Content

The Contractor shall deliver all reports described in the Contract. Such reports shall be provided in the media and format specified and shall contain all information specified in the mandatory reporting requirements set out in the Contract. Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information relevant to amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor.

Segregation of The DTBIA Transactions & Activities

The information, data, records, and reports contemplated herein shall isolate those activities and financial transactions related to the management and operation of the Subject Matter under this Contract from any other activities and financial transactions involving the Contractor.

Confidentiality

The Contractor agrees to ensure the confidentiality of DTBIA records and information contained therein which are in the Contractor's custody. The Contractor hereby agrees to indemnify and save the DTBIA harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligation.

Restricted Use of Personal Information

The Contractor shall use any personal information provided by the DTBIA or otherwise coming into the possession of the Contractor only for the purpose of execution of its obligations under this Contract and shall only disclose such information to its employees or agents on a need-to-know basis.

Security of Records

The Contractor shall properly secure all information using proper techniques depending on the format in which the information is stored.

Disposal at End of Term

At the end of the Term, all documents and DTBIA records containing personal information, including all back-up copies of DTBIA records kept in an electronic format and all databases, shall be returned to the DTBIA for conservation and/or disposal.

Audit Rights

The DTBIA reserves the right to audit compliance with the provisions of this Contract relating to collection, control, use, retention and communication of records and personal information.

Conflict of Interest -Prohibited Transactions

Contracting with DTBIA Employees

The Contractor agrees that it shall be absolutely prohibited from employing, contracting with, in respect of any part or parts of the Subject Matter, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, or commissioner of The DTBIA or any of its advisory committees.

Contracting with Related Corporations

The prohibition extends to any contract or commercial arrangement with a corporation or other business organization in which an DTBIA employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in The Canada Business Corporations Act.

Exception

The prohibition does not apply to contracts with corporations the shares of which are publicly traded, provided that the only relationship that exists between The DTBIA employee and such corporation is that of shareholder.

Indemnities

Unconditional Obligation to Perform

The Contractor covenants and agrees to take, or cause to be taken, such action as may be necessary to cause the Contractor, at all times fully and faithfully, to perform and discharge its obligations under this Contract and each part hereof, and to comply with the Terms and Conditions hereof.

Liability for Payments

The Contractor shall duly perform and observe each and every covenant, proviso, or condition in this Contract on the part of the Contractor to be performed and observed, including all payments agreed to be paid or payable under the Contract, on the days and at the times and in the manner herein specified. If any default shall be made by the Contractor, in payment of any sums from time to time falling due hereunder as and when the same become due and payable, or in the performance or observance of any of the covenants, provisos or conditions which under the Terms of The Contract are to be performed, observed or kept by The Contractor, then The Contractor shall forthwith pay to The DTBIA on demand such sums in respect of which such default shall have occurred and all damages that may arise in consequence of the non-observance or non-performance of any of the said covenants, provisos, or conditions.

Insurance

The Contractor shall purchase, provide, and maintain in force throughout the Term insurance in the following amounts and containing at least the following endorsements:

a) Liability Insurance:

Minimum Amounts of Coverage Required:

$5,000,000	per occurrence
$10,000,000	minimum annual cumulative limit

b) Endorsements:

- Premises and operations
- Broad form products and completed operations liability

- Broad form property damage
- Personal injury
- Blanket contractual liability
- Occurrence coverage
- Non-owned automobile, including contractual

- Contingent employers' liability
- Employees as additional insured's
- Cross liability
- Severability of interests
- Employers Liability

The insurance policy must cover all activities and/or services that are to be performed by the Contractor to respect its obligations under this Contract.

The policy must also include a deductible portion not to exceed $5,000 and the policy must satisfy the DTBIA in all respect.

Assignment of Insurance
The Contractor shall have the right to assign its interest in all such insurance to any secured lender. Without limiting the foregoing, any such assignment shall be subject to the requirements of this Contract.

Premiums
The Contractor shall duly and punctually pay all premiums and other sums of money payable for maintaining the insurance required hereunder.

Non-Cancellation
Each of the policies for such insurance required herein shall contain a condition to the effect that the insurer shall not cancel such policy or materially alter the coverage afforded by such policy except after sixty (60) Business Days prior written notice to the DTBIA. the Contractor covenants not to do anything, omit to do anything, or permit anything to be done, or omitted to be done, which shall invalidate, adversely affect, or limit any insurance policy referred to herein.

Evidence of Insurance
The Contractor shall, concurrently with the execution of the Contract and each subsequent April 1st during the Term and at other times upon the request of the DTBIA, provide certified copies of the policies of insurance and certificates of insurance required under this Contract as well as satisfactory evidence that such policies are in full force and effect.

Acknowledgement of Release by Contractor of Claims & Indemnity
The Contractor hereby releases the DTBIA, its servants, agents, and those for whom the DTBIA is in law responsible, from all liabilities, claims, actions, damages, loss, and expenses arising out of the Contractor's negligence. The parties acknowledge that the Contractor has agreed that the DTBIA shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property at any time in, on or related to the Subject Matter, arising out of the Contractor's negligence.

Additional Insured's
All insurance policies to be maintained by the Contractor hereunder shall include the DTBIA as an additional insured and shall contain a waiver of subrogation in favour of the DTBIA.

Indemnity

The parties acknowledge that both during and after the Term, the Contractor agrees to indemnify and save harmless the DTBIA, its successors and assigns, and all of its heirs and their servants, agents, employees and persons for whom they are responsible at law, in respect of any and all claims actions, causes of action, suits, debts, costs (including all legal fees and disbursements on a solicitor and his/her/their own clients basis),

expenses, losses, claims or demands whatsoever, at law or in equity arising out of the Contractor's negligence and related to the Subject Matter. The Contractor further acknowledges that every indemnity, exclusion of liability, and waiver of subrogation contained for the benefit of the DTBIA herein or in any insurance policy required to be maintained by the Contractor hereunder, or otherwise maintained by the Contractor, shall extend to and benefit all of the DTBIA's servants, agents, employees and other persons for whom the DTBIA is in law responsible.

Co-Insurance

If any policies of insurance contemplated in this Contract shall contain any co-insurance clause, the Contractor shall maintain at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the Contractor and/or the DTBIA from becoming a co-insurer under the Terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss.

Coverage Not Available

Notwithstanding anything contained in this Contract, in the event that any specific obligation contained in the Contract shall become obsolete or that insurance to meet such obligation is not available, then the Contractor shall obtain insurance providing for similar coverage which shall be satisfactory to the DTBIA acting reasonably. In the event the Contractor is unable or unwilling to provide such other similar coverage, then the DTBIA may obtain such other coverage and recover the cost thereof from the Contractor. If no such similar coverage is available, then a mutually agreeable replacement for such coverage shall be affected by the Contractor. Until the replacement policy is put into effect, the DTBIA may, at its risk and expense, place such coverage as it deems advisable and, in the event, failing agreement, it is later determined by a court or other tribunal having jurisdiction that such coverage is reasonable, the Contractor shall reimburse the DTBIA the cost of such coverage.

Exclusion of Limitations on Contractor's Liability

The Contractor's liabilities and obligations shall not be restricted to any sums mentioned as minimums in any of the insurance clauses contained herein nor by any approval of the DTBIA.

Periodic Review

The required limits of insurance shall be reviewed at the request of the DTBIA and shall be increased at the DTBIA request which request shall reflect current experience and appropriate indexing as deemed reasonable by a prudent owner.

Termination

The Contract shall terminate on the expiry of the Term or any extension thereof or following the termination of the Contract provided that on the occurrence of an Event of Insolvency or any other default hereunder, the DTBIA, in addition to such other remedies that it may have hereunder or at law or in equity, may elect to terminate the Contract.

Deliveries on Termination

On termination:

- The Contractor shall within 15 days thereof deliver a final accounting to the DTBIA.
- The Contractor shall immediately surrender to the DTBIA all the DTBIA records and keys.

- The Contractor shall immediately return to the DTBIA all portable and operational assets, equipment/furniture and miscellaneous assets owned by the DTBIA together with an inventory of same including any additions or replacements to such inventory.
- The Contractor shall immediately return in good working order to the DTBIA all fixed assets owned by the DTBIA including any additions or replacements to such inventory.

Rights on Termination

Any termination of the Contract shall release the parties from any further obligations hereunder except rights and obligations in respect of amounts owing, or to remedies with respect to any defaults or to matters with respect to which indemnities have been given hereunder.

Default Provisions and Penalties

If the Contractor:

a) Fails to keep, perform or observe any of the covenants, agreements, conditions, or provisions contained in this Contract that are to be kept, performed or observed by The Contractor and such failure continues for, or is not remedied within:
    - One (1) hour verbal notice for public safety and environmental situations
    - Two (2) hour written notice of graffiti with image of offense
    - Twelve (12) hours verbal and or written notice for property damage
    - Twenty-four (24) hours written notice for all others

If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition, or provision of this Contract the DTBIA only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.

a) Suffers an Event of Insolvency.
b) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract.
c) Delays in the performance of one of a series of periodic services that result in a loss for the DTBIA of all or substantially all of the value attributable to such performance. (Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the DTBIA.

Then the DTBIA shall have the following rights and remedies, which are cumulative and not alternative, and are in addition to and not in substitution for any rights or remedies that the DTBIA may have hereunder and/or pursuant to Applicable Laws:

- To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The DTBIA shall not be liable to the Contractor for any loss, injury or damage caused by acts of the DTBIA in remedying or attempting to remedy such default and the Contractor shall pay to the DTBIA all expenses incurred by the DTBIA in connection with remedying or attempting to remedy such default, together with all of the DTBIA's reasonable administrative expenses.
- To recover from the Contractor all damages and expenses incurred by the DTBIA as a result of any breach by the Contractor.
- To terminate the Contract without further notice to the Contractor.

- Withhold, in whole or in part, any payments otherwise due to The Contractor hereunder until such default has been remedied.
- To set-off from the Fixed Fee of the Contract an amount equal to the value of any obligations not performed or periodic obligations delayed by The Contractor.
- As applicable, impose the monetary sanctions detailed below.

Notwithstanding the requirement for notice set out in this Contract and in addition to the remedies set out in that clause, the Contractor agrees that the events of default will result in the automatic monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the DTBIA detailing the event of default:

- first occurrence of the default of one (1) or more items a penalty of $250.00.
- irrespective of the item, the second occurrence of the default: penalty of $500.00.
- irrespective of the item, the third occurrence of the default: penalty of $1,000.00; and
- each additional occurrence of default (following the third): preceding penalty plus $500.00 (for example, for a fourth case = $1,500 ($1,000 + $500), fifth case = $2,000 ($1,500 + $500), and so forth).

Remedies Generally
Mention in this Contract of any particular remedy of the DTBIA in respect of the default by the Contractor does not preclude the DTBIA from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in this Contract. No remedy shall be exclusive of or dependent upon any other remedy, but the DTBIA may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

Extended Meanings
Unless otherwise indicated, references to articles, sections and recitals are to articles, sections, and recitals in this Contract. Changes in grammar, gender, number, and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

General Provisions

Notice
Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by priority post, personal delivery, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is

delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, and if transmitted by electronic mail on the next business day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered or sent by e-mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

If to the DTBIA:

The Downtown BIA, 56 Spark Street Suite 608, Ottawa, Ontario K1P 5A9
Attention: Executive Director, Downtown BIA

If to the Contractor: At The address and to the person specified in The Contractor's RFP

The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in these Terms and Conditions provided or permitted to be given by the DTBIA to the Contractor or by the Contractor to the DTBIA.

Time of The Essence
Time is of the essence of these Terms and Conditions and of the Contract.

Joint & Several Liability
If the Contractor comprises more than one (1) Person, the liability of each such Person shall be joint and several.

Taxes & Fees
The DTBIA shall receive all benefit from input tax credits or rebates attributable to HST if applicable.

Inflation
The DTBIA shall not allow for any revisions nor modifications to any of the Contractor's fees for reasons of inflationary cost increases.

Force Majeure
Subject to the provisions of the Contract where the performance of an obligation of the Contractor is subject to Force Majeure as defined, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done, or work cannot be performed during the period of the existence of the Force Majeure.

Successors
The rights created by this Contract extend to the permitted successors and assigns of each of the DTBIA and the Contractor, and the liabilities created herein extend to and bind all successors and assigns of each of the DTBIA and the Contractor.

Representation & Warranty Regarding Authority
The DTBIA and the Contractor each represent and warrant to the other party that they have full right, power, and authority to enter into the Contract and to perform its obligations thereunder.

Laws, Regulations, By-Laws
All Work pursuant to this Contract shall be performed in accordance with all existing and future federal, provincial, and municipal laws, regulations, and by-laws. The Contractor shall be responsible for any charges imposed by such laws, regulations, and by-laws, and shall be unable to recover any amounts therefore from the DTBIA.

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to Workplace Safety and Insurance Board of Ontario.

The DTBIA reserves the right to terminate this Contract if the Contractor does not have all the necessary permits and licenses for the execution of the Work.

The Contractor shall also ensure that all Work accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards (especially Canadian Standards Association) and that any specialized work, such as electricity and plumbing be done by licensed workers.

Occupational Health and Safety

The Contractor acknowledges that neither the Contractor nor its employees are employees of the DTBIA. Consequently, the Contractor is liable for all health and safety issues concerning its employees.

The Contractor acknowledges that it is responsible for the Occupational Health and Safety (OHS) of persons on the site insofar as they are affected by the performance of the work, for the safety of property on the site and for the protection of persons adjacent to the site.

Without limiting the generality of the preceding sections, the Contractor acknowledges, agrees, and accepts that it shall comply with the following provisions and that it is obliged to enforce compliance with the said provisions:

- The provisions of The *Occupational Health and Safety Act* of Ontario and all related regulations, policies or guidelines issued under the said Act for work performed in Ontario.
- The applicable provisions of The *Canada Labour Code,* Part II.
- The laws regarding work standards in the province of Ontario.
- Management and disposal of contaminated materials in accordance with applicable legislation, regulations, policies, or guidelines.
- All policies or guidelines issued by the DTBIA relating to the Contract.

By entering into a contract with the DTBIA, the Contractor represents and warrants that it has reviewed and is aware of the obligations imposed by the legislative measures contained above.

To enable the Contractor to establish its health and safety plan, the DTBIA is including a list of known and/or foreseeable health and safety risks relating and inherent to the typical work/sites involved in this Contract. The Contractor shall be responsible for completing this list and notifying the DTBIA if it discovers other risks.

After being informed that its bid has been retained and prior to and as a condition of contract award, the Contractor shall, at its own expense, submit to the DTBIA its OHS plan including:

- A list of known and/or foreseeable health and safety risks to which persons participating in the work may be exposed because of the nature, location, or method of performing the work
- For each identified risk, the control measures The Contractor intends to take (including work organization, job hazard analysis, safe work method and work supervision)
- The list of regulatory safety materials, equipment, devices, and clothing required because of the nature, location, or method of performing the work
- Instructions indicating when and how the above-mentioned regulatory safety materials, equipment, devices, and clothing must be used
- The Contractor's related training and communication plan
- His/Her/Their site inspection and equipment and vehicle preventive maintenance program

- Its accident notification and investigation protocol

The DTBIA approval of the Contractor's OHS plan does not modify the Contract provisions relating to establishing responsibility for performance or non-performance of the OHS obligations. Notwithstanding the said approval, the Contractor must meet its obligations:

- The inventory of products and material safety data sheets for all products it intends to use

- A clearance certificate from The Workplace Safety and Insurance Board (WSIB) confirming that the Contractor is registered (and that its file is in good standing)

Prior to commencing work, The Contractor must, at its own expense:

- Take all necessary precautions to bring health and safety risks to the attention of persons participating in the performance of the work and other persons admitted to the site or place of work
- Supply the regulatory safety materials, equipment, devices, and clothing to persons participating in the performance of the work and other persons admitted to the site or place of work
- Ensure that persons participating in the performance of the work and other persons admitted to the site or place of work are familiar with the use of the regulatory safety materials, equipment, devices, and clothing
- Ensure that persons participating in the performance of the work are trained and competent in their field to control health and safety risks
- Ensure that persons participating in the performance of the work and other persons admitted to the site or place of work are familiar with the relevant occupational health and safety policies and procedures of The DTBIA or other authorities

During the Term of the Contract, the Contractor must provide the DTBIA with up-to-date clearance certificates from The Worker's Safety and Insurance Board confirming that it is registered and that its file is in good standing. Such

certificates shall be delivered every quarter. If the Contractor does not provide up-to-date certificates the DTBIA may immediately terminate the Contract without notice and without contractual liability toward the Contractor.

DTBIA Guidelines for Maintenance Contracts

Employees

General

Any employee hired by the Contractor shall respect all safety requirements, and act in a manner that does not adversely affect the reputation of The Subject Matter and/or the DTBIA.

Experience

The Contractor shall ensure that the following requirements are met and maintained by their employees for the duration of the Term of the Contract:

Any person in a supervisory capacity shall have at least three (3) years of experience in the following fields: Landscape and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations.

Field employees shall have appropriate experience and skills to perform the duties of the Contract. They should have at least one (1) season of experience in summer and/or winter maintenance or be new seasonal workers supervised by experienced employees.

All employees must, when applicable, have appropriate safety training.

The Contractor shall ensure that he/she/they are able to demonstrate at any time to the DTBIA that he/she/they are in compliance with the experience requirements as indicated above by providing all proof of work experience for all his/her/their employees.

Work Dress

All employees, while on duty, shall wear uniforms incorporating the DTBIA brand including logo shirts, caps, and jackets. Uniforms shall be neat and presentable at all times. Uniforms shall be replaced as they are worn out.

Replacement of Employees

Any employee hired by the Contractor will be relieved of his/her/their duties and immediately replaced by the Contractor, if in the opinion of the DTBIA, this employee is unqualified or is acting in a manner contrary to the best interests of the DTBIA or if the employee does not meet the requirements stated above.

Art of Trade and Certification

Furthermore, the Contractor shall respect all trade certification when required by law.

Any work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow all guidelines, requirements and specifications as set out by such trade.

The Contractor will operate in accordance with all Federal, Provincial and Municipal codes and standards. Proper safety precautions must always be exercised, with extra precautions taken to protect the public.

Hours of Work

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on Site must be coordinated in consideration of residents and visitors. Snow removal activities for example may require specialized schedules. Work hours on sites used for the staging of events shall be coordinated with the DTBIA.

Vehicles, Materials & Assets

Vehicles

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any on-road and off-road vehicles required for transportation purposes and/or for providing Maintenance services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles.

All vehicles used by the Contractor shall be kept in a clean and presentable condition,
exempt of rust and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off-road vehicles (including personal vehicles used on Contract related business). Contractor vehicles shall be parked only in designated areas.

To the extent possible, the Contractor will minimize unnecessary idling. When replacing fleet vehicles, the DTBIA encourages The Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.). Contractor vehicles should be identifiable as by under contract to the DTBIA

Materials
All materials required for the Contract are the responsibility of the Contractor and must respect all material standards and guidelines of this Contract. All materials and parts supplied by the Contractor must be new and conform to applicable standards of, Standards Council of Canada, Canadian Standards Association (CSA), and Underwriters Laboratory of Canada (ULC).

Materials, parts, components, and consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to materials handling charges of any kind. Labour costs (including those of any sub-contractors) shall not be subject to materials handling charges of any kind.

Substitution
When the material to be used is in question and/or if the Contractor is unable to find materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the DTBIA for prior approval.

Portable Assets
The Contractor shall ensure portable assets remain at their designated location unless The DTBIA approves their relocation.

Description of the Context in Which the Required Work is Performed

The tasks required under this Contract are performed on roads, sidewalks, and natural spaces. It is in this environment that the Contractor's employees must work, sometimes at night, and in difficult climatic conditions (namely extreme heat or cold) using specialized equipment. The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools, and equipment to allow them to perform the tasks assigned. The Contractor shall provide its employees with appropriate communication equipment. The Contractor shall inform its employees and subcontractors about known or foreseeable risks inherent in the tasks assigned to them and establish the necessary control measures.

The Contractor must always ensure supervision, methods, and training to ensure the occupational health and safety of its employees and the subcontractors it hires under this Contract. The Contractor must offer its employees satisfactory occupational health and safety conditions.

As part of this Contract, the following is a list of activities representing known and/or foreseeable inherent risks associated with the typical work performed on the site:

- Highway work or traffic control; accessing or moving machinery (collision with a vehicle, cyclist, pedestrian, etc.)
- Working with mechanical systems (burns, being crushed, etc.)
- Working with contaminated waste such as syringes, animal feces, gloves, masks, cutlery, condoms (infection, disease, etc.)
- Working in areas with a high volume of people increases risk of exposure to airborne pathogens (Influenzas, COVID-19, etc.)
- Working in difficult climatic conditions (sunstroke, dehydration, hypothermia, sunburn, chilblains, etc.)
- Handling of contaminated waste (syringes, animal feces, gloves, masks, cutlery, condoms, etc.)
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.)

- Working at night (falls, physical assault, illegal activities such as drug use)
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.)
- Working with electrical equipment (injuries, cuts, lacerations, hearing loss, electrocution, etc.).
- Walking on uneven terrain (falls, dislocations, fractures, etc.)
- Reaction to plant allergens and toxins (hay fever, poison ivy, mould, Western poison oak, etc.)
- Performing exhausting physical work (back injuries, cardio-vascular ailments, etc.)

Monitoring

The Contractor must identify a supervisor and/or foreman who shall be available to take all calls from The DTBIA or from any the DTBIA clients, during regular business hours Monday to Friday and emergency calls on Saturdays, Sundays, and statutory holidays.

The Contractor shall ensure that the site is visited, inspected, and assessed by The Supervisor or by any other staff on or about **the 15th and 30th of each month** with the DTBIA CMO for the duration of The Term. The results of these site visits (including all observations, Work requirements, etc.) are to be logged in a written form and kept at The Contractors place of business.

The Contractor shall write all comments (observations, complaints, or emergencies) on an occurrence report and forward it to the DTBIA within 24 hours. For any incident (emergency, non-emergency), the Contractor shall prepare an occurrence report and forward it to the DTBIA. Furthermore, the Contractor shall be required to assist and participate in meetings with the DTBIA clients on quality, servicing, or other Contract related issues.

Unresolved or Recurrent Issues

In the case of any unresolved or recurrent issues, the DTBIA may at its own discretion record the matter on an Unsatisfactory Performance Report (UPR). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the DTBIA.

The Contractor will receive an UPR, following which the amount will be deducted from the next payment.

The Contractor may submit to the DTBIA a written submission containing any information that the Contractor deems appropriate that the alleged failure or default is in no way the responsibility of the Contractor or of his/her/their representatives, of his/her/their employees, or of any sub-contractor whom he/she/they has hired to perform work, in which case The DTBIA may rescind the penalty.

Provision of Services

For all actions and/or anomalies reported through occurrence reports the work must be completed within twenty-four (24) hours following notification. In the case of non-compliance, the DTBIA shall take any reasonable measures at its disposition to ensure that time requirements are strictly respected. The DTBIA may consider, at its sole discretion, to prolong any deadline for providing services.

Change of Dates

The DTBIA may, at its sole discretion, change deadlines for any operational requirements which are weather related such as the start of bollard operations. The DTBIA shall notify the Contractor in advance of any changes of deadlines. The Contractor shall modify his/her/their work plan accordingly and then provide all Operational Services respecting the revised deadlines as determined by the DTBIA.

Public Safety

The Contractor shall take all necessary precautions and/or measures to provide a site that is safe for the public. This includes ensuring that all work, activities, or operations undertaken by the Contractor to fulfil the obligations of this Contract are accomplished in a manner that does not compromise public safety. Furthermore, the Contractor shall secure any area within a site that might (or has) become a safety hazard. Any such incident shall be reported to the DTBIA in a timely fashion.

Repair or Replacement of Damaged or Stolen Assets

General

In the event any asset contained in this Contract is damaged, destroyed or stolen, the Contractor shall have the following responsibilities:

- if the asset can be restored to its prior condition, the Contractor shall restore the asset using the most appropriate process (i.e., cleaning, repair, paint, etc.)
- if the asset cannot be restored, the Contractor shall inform The DTBIA and dispose of the asset.

Any Work being proposed by the Contractor shall be recorded on an occurrence report accompanied by cost estimates and digital photographs. These reports must be forwarded to the DTBIA no later than 48 hours after each occurrence. The estimate(s) provided as part of the occurrence report must:

- be based on SOA rates, where the work required can be completed (in part or in whole) using such rates
- reflect fair market price(s), where the work required must be completed (in part or in whole) using specialized labour or materials not included in the SOA rates

If, after careful consideration, the DTBIA determines that the estimate submitted by the Contractor does not reflect fair market prices, the DTBIA reserves the right to award the work (labour and/or materials) to other suppliers.

It should be noted that damage caused by third parties such as construction contractors, Hydro, Bell, gas companies, local/regional/provincial governments, private contractors, federal departments, or agencies, etc. are also subject to the provisions of this clause.

Damage Caused by Contractor

General

The Contractor shall be responsible for any damages that it causes to DTBIA property. Any damage is to be reported immediately to the DTBIA on an occurrence report.

Deadlines

Repairs and Replacements required because of damage caused by the Contractor shall be completed within 48 hours of the occurrence unless otherwise approved by the DTBIA. If not, the DTBIA shall conduct the repairs or Replacements at the Contractor's expense. In cases where the safety of the public is threatened (e.g. fallen lamppost on sidewalk), the Contractor shall correct the situation immediately.

Environmental Requirements

The Contractor shall comply with all applicable federal, provincial, and municipal environmental legislation and regulations. The Contractor will abide by the DTBIA Sustainability Policy and any updates to the policy during the duration of the contract.

Waste Disposal

The Contractor will collaborate with the DTBIA in its commitment toward the reduction of the volume, cost and environmental impact of waste generated by visitors. The Contractor is also encouraged to participate in any initiative taken by the municipality, the DTBIA or others that aim for the reduction of garbage or of any new recycling program.

The Contractor shall be responsible for all fees related to the disposal of all waste, recyclables, compostable materials, leaves, debris, and snow removed from the site included in this Contract. The said services shall be provided throughout the Term of the Contract. All waste is to be disposed of in accordance with all applicable federal, provincial, and municipal regulations.

Transition

The Contractor shall ensure a seamless transition at the beginning, renewal (if any), and termination of this Contract. Furthermore, the Contractor shall aid the future contractor as well as to the DTBIA by ensuring continued services during the transition period. The Contractor shall make himself available, at no additional cost to the DTBIA, until at least sixty (60) working days after the termination of the Contract for any post evaluation reports, meetings or other tasks requested by the DTBIA.

At the beginning of the term of the Contract, the Contractor shall be responsible for reporting to the DTBIA all assets requiring restoration (not applicable to vegetation). At the end of the term of the Contract, the Contractor shall be responsible for returning all assets under his/her/their custody and for returning them in a good working order.

Lost, Found and Donated Items

The Contractor shall turn over all (less valuable and valuable) items found on the site to DTBIA staff.

Interpretation

Definitions
Please note – not all definitions below may be directly related to scope of work as outlined in this RFP.

"**Additional Services**" means any requirements added and not originally included in The Fixed Fees.
"Annuals" Means herbaceous plants lasting for only one growing season. Also included are ornamental grasses used as an annual.
"**Applicable Laws**" means, at any time, with respect to any Person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

"**Bollard**" means the locking steel post used at the entranceway of each block along Sparks Street to control vehicular access to the street. Each Bollard weighs approximately 26 pounds and is 35.5 inches long.

"**Business Day**" means any Monday to Friday inclusive, statutory holidays in the Province of Ontario excepted. This definition applies to contract management but is not applicable to the work to be performed by the Contractor pursuant to this Contract.

"**Business Hours**" means the hours between 8 a.m. and 5 p.m. on any Business Day. This definition applies to contract management but is not applicable to the work to be performed by the Contractor pursuant to this Contract.

"**Capital Work**" means all Construction, Major and Minor Capital Projects and Rehabilitation and Replacement work required during the Term to either extend the life expectancy of an asset or to replace it altogether. All Capital Work shall be considered as Additional Services excluded from the Contract:

a) "**Construction**" means production of a new asset, e.g. new pathway, new flower bed, new light standards
b) "**Major Capital Project**" means a large, technically complex work or project, e.g. Interlock replacement
c) "**Minor Capital Project**" means capital works or projects having a limited or uncomplicated scope of work, e.g. rehabilitation of a catch basin
d) "**Rehabilitation**" means renovation, refurbishment or partial reconstruction of an asset including significant replacement of component systems (greater than (50%) to prolong the useful service life of the asset without changing its basic function, e.g. repair of a bridge deck, reconstruction of a section of pathway

"**Civil Maintenance**" means the provision of all services required to maintain and preserve the DTBIA physical infrastructures such as roadways, pathways, lights, fixtures and furniture, plumbing system.

"Concrete Bowl" means the round concrete planters mounted on plinths along Sparks Street.

"**Contract**" means the contract entered into between the Successful Proponent and the DTBIA, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in the Landscape Services Contract, and other matters arising out of the successful proposal and accepted by the DTBIA, if any.

"**Contract Management Officer**" or "**CMO**" means the DTBIA employee or delegate whose function is to monitor the Contract on behalf of the DTBIA.

"Curb" meaning the approx. 18" area where the asphalt meets the raised sidewalk.

"**Contractor**" is synonymous with Successful Proponent.

"**Detailed Proposal**" means a proposal submitted by a Proponent in response to the RFP issued by the DTBIA that shall be subject to evaluation by the DTBIA for the purpose of selecting a Successful Proponent.

"**Employees of The Contractor**", "**Contractor's Employees**," "**Personnel of The Contractor**" and "**Contractor's Personnel**", whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees and volunteers.

"**Environmental Laws**" means:

a) all Federal, Provincial, or Municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time
b) The jurisprudence with respect to environmental law and health and safety law; and

c) all environmental assessment procedures, rules, ordinances, policies, guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions, and requirements, with or without force of law, as they may be amended or replaced from time to time

"**Equipment**" means all equipment and machinery that shall be provided by the Contractor to the satisfaction of the DTBIA, for landscaping and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations or Other Services pursuant to the Contract.

"**Event of Insolvency**" means any of the following events:

a) if proceedings are instituted by or against the Contractor to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against The Contractor, The Contractor acquiesces in such proceedings, or the Contractor has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors.

b) if a court of competent jurisdiction enters an order, judgement or decree approving a petition or proceedings filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or

c) if a trustee in bankruptcy, receiver and manager, liquidator, administrator, or any other officer with similar powers is appointed for the management of all or any substantial part of the property of The Contractor.

"**Event Support and Other Services**" means all services related to events and basic land management services to be performed by The Contractor.

"**Fixed Fee**" means the dollar amount per annum payable by the DTBIA to the Contractor for each Year of the term of the Contract.

"**Force Majeure**" means any of the following events which (i) prevents the performance by the Contractor of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of The Contractor: acts of God, earthquakes, tidal waves, hurricanes, windstorms of extreme violence or intensity, other exceptional climatic condition of extreme violence or intensity, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of Utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made by the Contractor to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities. With respect to: partial or entire failure of Utilities, strikes or other labour disruptions, shortages of and inability to procure labour, materials and supplies, or orders, legislation, regulations and directives of any governmental authorities, an increase in the cost on an annual basis of any such factor of less than twenty-five per cent (25%) compared to the amount budgeted for such factor in any approved payment schedule, or a delay of less than two weeks in the time for performance of any services required under the Contract, shall be deemed not to be, and shall not be claimed to constitute an event of Force Majeure.

"Graffiti" means the etching, painting, or placing of a mark on public or private property

"Green Wall" means the cedar planters that are approximately six feet long, by two feet wide, by seven feet tall. with a lattice incorporated into the structure.

"Hanging Basket" means the annual flowers planted in a container suspended from a bracket mounted on lampposts along Sparks Street.

"**Hourly Rate/Unit Price**" means the cost allocated to the services described in the RFP to be provided by The Contractor in conformity with the standards of performance contained in this Contract.

"**Limited Civil Maintenance**" means the provision of minor Maintenance services such as removing debris, securing area of hazard and/or accident, and providing pothole filling.

"**Maintenance**" means all Landscape Maintenance, Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations and any other services that are to be performed by the Contractor to respect its obligations in this Contract. It also means the ongoing operation and provision of a specific set of quality standards to achieve a desired condition of asset or levels of service. Maintenance operation entails the installation and upkeep, repair, and restoration of assets to a condition in which they may be effectively utilized for their designated purpose.

It also includes the following:

a) "**Routine Maintenance**" means all Maintenance required more than once per month on any given site and/or single asset. It includes Maintenance services generally required to offset the effects of weather and vegetation growth, plus minor repair and parts replacement of a reactive nature to remedy defects and un-serviceability including, without limitation, such activities as snow and ice removal, grass cutting, replanting of floral displays, pothole repair, replacement of sprinkler heads and light fixtures, sign reinstallation, vandalism repairs and resetting granite sidewalks.

b) "**Preventative Maintenance**" means all Maintenance usually required either monthly, annually, or once every two or three years. It includes all Maintenance services of a proactive nature to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree removal and planting, pothole repairs, replacement of broken or defective components, start-up and shutdown of Systems, spring clean-up. The DTBIA shall be solely responsible for approving the frequency of any services required in this Contract.

"**Mounting Base**" means the steel structure embedded in the ground along Site where Bollards and Mounting Covers are installed.

"**Mounting Covers**" means small steel component inserted in the Bollard base when Bollards are not in use.

"Needles" means syringes, pipes, and other paraphernalia used for the consumption of drugs.

"Site Asset" or "Asset" means all planters, benches, lampposts, Bollards, Brackets, etc. owned and/or managed by the DTBIA and City of Ottawa

"Sidewalk Cleaning and Public Realm Maintenance" means the main heading of this RFP; it encompasses all service requirements to be completed by the Contractor.

"**Operational Services**" means the Landscape Maintenance, Civil Maintenance, Limited Civil Maintenance, Snow and Ice Control and Waste/Recycling/Cleaning Operations to be performed by The Contractor.

"**Person**" means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

"Planting Beds" Means the inground flower beds, gravel beds, tree beds, throughout the BIA in the public domain

"**Proponent**" means the party submitting a Detailed Proposal in response to this RFP.

"Rectangular Concrete Planter" means the rectangular concrete planters clad in cedar panels located along Sparks Street.

"Removal Date" means the date that the Contractor and CMO mutually agree to for the removal of benches, planters, plants, etc. as outlined in this RFP

"**Request for Proposal**" (RFP) means the request for proposals issued by the DTBIA.

"Round Concrete Planter" means the bowl planters located on plinths at entrance points along Sparks Street

"**Site**" means the 39 full and partial blocks of downtown Ottawa managed by the DTBIA from Bay Street at the westerly most point, Elgin Street at the easterly point, Wellington along the northern boundary and Laurier along the southern boundary.

"Site Inspection" means reporting and tracking all maintenance issues in the DTBIA including works that are not the responsibility of the Contractor. This includes (but not limited to) graffiti on public and private property, damaged infrastructure, dead/damaged plantings, abandoned construction signage, etc.

"Software Application" means the software program used by the DTBIA to track assets, job tickets, job completions, etc."

"**Standing Offer Agreement**" (SOA) is an agreement by which a Contractor agrees to supply goods and/or services, as requested by the DTBIA, for a specific period, at prearranged prices and as per the applicable terms and conditions set out in the agreement.

"**Subject Matter**" means the lands, buildings, fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

"**Successful Proponent**" means the Contractor, if any, to whom the DTBIA has awarded the Contract.

"**System**" means a set of interacting and/or inter-dependent components forming an integrated whole.

"**Square Cedar Planter"** means the square planters that are approximately four feet by four feet in size

"**Term**" means the period commencing April 15tht, 2025 and terminating December 31st, 2025.

"**Terms and Conditions**" means the Contract and the expressions hereof, herein, hereto, hereunder, hereby, and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

"**Unaided Testing"** or "**Unaided Inspection**" refers to methods of testing or inspection that involve the senses of sight, smell, sound, and touch. Instruments that are used as part of Unaided Inspections generally augment the Contractors senses, as previously listed.

"**Utilities**" means publicly distributed services such as electricity, natural gas, sewage disposal and water supply.

"**Waste/Recycling/Cleaning Operations**" includes the pick-up, clean-up, and disposal of all organic and inorganic waste (solid and/or liquid), the recycling activities, graffiti cleaning/removal activities and general cleaning of assets within the scope of this Contract.

"Weed Abatement" is the removal of unwanted vegetation from posts, hydrants, sidewalk, planters, etc,

"**Work**" means the whole of the goods, services, materials, equipment, software, matters, and things required to be done, furnished, or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract.

"**Year**" means the period between April and December of each calendar year when majority of the work outlined in this Contract is conducted.