



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Bid Receiving Unit
111, Water St. East
Cornwall ON K6H 6S3

Bid Fax: 1-877-558-2349

Request For a Standing Offer

Demande d'offre à commandes

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Standing Offer on behalf of the identifies Users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Parks Canada Agency
Contracting Operations
111 Water Street East
Cornwall, Ontario K6H 6S3

Title-Sujet RFSO – Grounds Maintenance Services	
Solicitation No. - No. de l'invitation 5P300-15-0001	Date 2015-03-06
GETS Reference No. – No de reference de SEAG N/A	
Client Reference No. – No. de référence du client N/A	
Solicitation Closes L'invitation prend fin – at – à 02:00 PM on – le 2015-04-21	Time Zone Fuseau horaire - Eastern Daylight Time (EDT)
Address Inquiries to: - Adresser toute demande de renseignements à : Annie Roy – annie.roy@pc.gc.ca	
Telephone No. - No de téléphone 613-938-5752	Fax No. – No de FAX:
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: Parks Canada Agency Fort Anne National Historic Site Annapolis Royal, NS	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :	
Telephone No. - No de telephone: Facsimile No. - N° de télécopieur:	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____	_____
Name	Title
_____	_____
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of work, the Basis of Payment and any other annexes.

2. Summary

The contractor will provide the labour, equipment, supervision and materials necessary for the mowing and trimming of the grounds of Fort Anne National Historic Site. The work will consist primarily of hand mowing the military earthworks slopes as described in Section 2.1 of the Statement of work. Cutting may occur during inclement weather to avoid overgrowth of grass and excessive raking. The grass will be kept to an approximate length of three (3) inches throughout the growing season. Raking and removal of any loose grass, as necessary, is included as part of mowing routine.

It is Parks Canada's intention to issue 1 Standing Offer.

The Standing Offer will be for a one year period, May 1, 2015 to April 30, 2016, with the option to extend for three (3) more years. The operating season for this requirement will be for the period of May 1 to October 31.

The total value for this Standing Offer is estimated at **\$200,000.00** (HST extra) for the one (1) year period plus the three (3) option years. Individual call-ups will vary to a maximum of **\$3,500.00** (HST included).

Offerors should note that there is no guarantee that the full amount or any amount of the Standing Offer will be called up.

Please refer to Annex A – Statement of Work for further detail.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

3. Site Visit – Optional

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held on Wednesday, April 8, 2015 at 10:00 A.M. ADT (Atlantic Daylight Savings Time).**

Bidders are requested to communicate with the Contracting Authority no later than one (1) calendar day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but will not be precluded from submitting an offer. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the Request for Standing Offer.

Interested bidders are to meet the Departmental Representative at:

Fort Anne National Historic Site
295 Saint George Street (next to town Hall)
Annapolis Royal, NS
B0S 1A0

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](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) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services- Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Parks Canada Bid Receiving Unit by the date, time and place indicated on the cover page of the Request for Standing Offers.

Faxed Offers will be accepted. Please fax your bid to 877-558-2349.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Nova Scotia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex ``B``, Basis of Payment.. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Offers must be submitted on the Basis of Payment form located in ANNEX ``B``. A price must be provided for every item and pricing period in the Basis of Payment. Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.
- b) Offers must not contain any alterations to the preprinted or pre-typed sections of the Basis of Payment form, or any condition or qualification placed upon the offer.

1.2 Financial Evaluation

- 1.2.1 The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](http://www.hrsdc-labour.gc.ca).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.2 Former Public Servant Certification

Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](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>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted as outlined below to the Parks Canada Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

Reports will be submitted for the following periods for each year of the Standing Offer, the first year and option years if they are exercised:

May 1, 2015 – October 31, 2015

May 1, 2016 – October 31, 2016

May 1, 2017 – October 31, 2017

May 1, 2018 – October 31, 2018

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from May 1, 2015 to April 30, 2016. The estimated operating season is from May 1 to October 31, 2015 for the first year of the Standing Offer.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one year period, with an estimated operating season from May 1 to October 31, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Annie Roy
Contracting Officer, National Contracting Services
Chief Financial Officer Directorate
Parks Canada Agency
111 Water Street E.
Cornwall ON K6H 6S3

Telephone : 613-938-5752
Facsimile: 866-246-6893
annie.roy@pc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is:

**** TO BE FILLED OUT ON STANDING OFFER 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 will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

**** TO BE COMPLETED BY OFFERORS
& SENT WITH THEIR OFFER ****

Name: _____
Title: _____
Organisation: _____
Address: _____

Telephone : ____ ____ ____

Facsimile: ____ ____ ____

Email address: _____

Procurement Business Number (PBN) : _____

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada Agency
Fort Anne National Historic Site designated representative(s).

6. Call-up Procedures

Call-ups will be issued when services are required. The service will be provided in accordance with the fixed rates as per Annex "B" of the Standing Offer.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) by the issuance of a call-up against the Standing Offer or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$3,500.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment;
- g) Annex C- Standing Offer Reporting Form;
- h) Annex D- Attestation Form;
- i) the Offeror's offer _____ .

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2014-09-25) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

SACC Manual clause C0207C (2013-04-25) Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B".

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

5. Invoicing Instructions

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.

All invoices will include the following information:

- Details of the service provided, the area(s) cut and date
- Taxes (if applicable)

Invoices should be addressed to the Parks Canada Representative identified on the Call-up.

6. Insurance

SACC Manual clause G1001C (2013-11-06) Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

ANNEX "A"

STATEMENT OF WORK

GROUNDS MAINTENANCE SERVICES

FORT ANNE NATIONAL HISTORIC SITE PARKS CANADA AGENCY

Dated: February 27, 2015

1.0 DESCRIPTION AND LOCATION OF WORK

1.1 Fort Anne National Historic Site consists of 25 acres. Within the site there are mowed earthworks, gravel pathways, gravel parking areas, a graveyard and picnic site. Fort Anne NHS is located in the town of Annapolis Royal, N.S.

1.2 The contractor will provide the labour, equipment, supervision and materials necessary for the mowing and trimming of the grounds of Fort Anne National Historic Site. The work will consist primarily of hand mowing the military earthworks slopes as described in Section 2.1. Cutting may occur during inclement weather to avoid overgrowth of grass and excessive raking.

2.0 SCOPE OF WORK - FORT ANNE NATIONAL HISTORIC SITE

2.1 Mowing Earthworks Slopes and Associated Grounds

- 2.1.1 The contractor will be responsible for mowing the earthworks of Fort Anne National Historic Site, in accordance with the details provided below and as indicated on the attached Site plan. The mowing will be based on an estimated total of 10 cuts throughout the growing season. Some areas may require additional cuts. Refer to site plan for breakout of areas. The grass will be kept to an approximate length of three (3) inches throughout the growing season. Raking and removal of any loose grass, as necessary, is included as part of mowing routine.
- 2.1.2 The contractor will arrive on site and start work within 24 hours after being called to perform grass cutting. A full mowing of all defined areas must be completed in three (3) days.
- 2.1.3 The work will take place between the hours of 8:00 a.m. and 8:00 p.m. There will be no mowing and trimming on Sunday, or during special events. There will be no mowing and trimming during the following holidays: Victoria Day, Canada Day, Natal Day, Labour Day and Thanksgiving Day.
- 2.1.4 One complete mowing will consist of all identified areas (A, B, C, D, E, F & G) of Fort Anne NHS.
- 2.1.5 Any damage caused to the site as a result of mowing activities will be repaired by the Contractor at his/her cost.
- 2.1.6 The contractor will be responsible for cleaning all loose grass from walkways, steps, post, signs and cannons, etc.
- 2.1.7 Ride-on/power mowers are not permitted on sloped areas and are to be kept on flat level areas only.
- 2.1.8 Description of Areas to be mowed and trimmed at Fort Anne National Historic Site.
 - 1. **Administration Building:** All areas around the administration and garage building.
 - 2. **Front grounds along St. George Street:** This area is fenced along the street and requires mowing and trimming from exit driveway to courthouse entrance driveway.

3. **Garrison Cemetery:** All areas require hand mowing and trimming (see note at end of the Section 2.1).
4. **Bastions:** There are four bastions. They are located at the four corners of the parade square.
5. **Curtain Walls.** The four curtain walls connect the four bastions. The side of the curtain wall facing the parade square as well as the side facing the ditch must be mowed. This includes the top of the wall.
6. **Ravelins:** The three ravelins are the raised triangular earthen works located in the ditch of the fort.
7. **Counterscarp:** This is the area that is located to the interior of the perimeter footpath, with a slope going into the ditch.
8. **Glacis:** The glacis slopes are the areas outside the perimeter footpath.
9. **Entrance and Exit Bridges:** The slopes along these two bridges must be mowed and trimmed.
10. **Stairs on Hills:** here are 9 sets of wooden steps and two sets of stone steps located around the Fort Anne earth-works. These will require trimming throughout the summer. Trimming is also required around trees, signs, fences, stonewalls, and monuments around the Park.
11. **Parade Square:** The parade square is the area contained within the 4 curtain walls.
12. **Ditch:** The ditches are the area contained between the base of the counterscarp and the base of the bastions, ravelins and curtain walls.

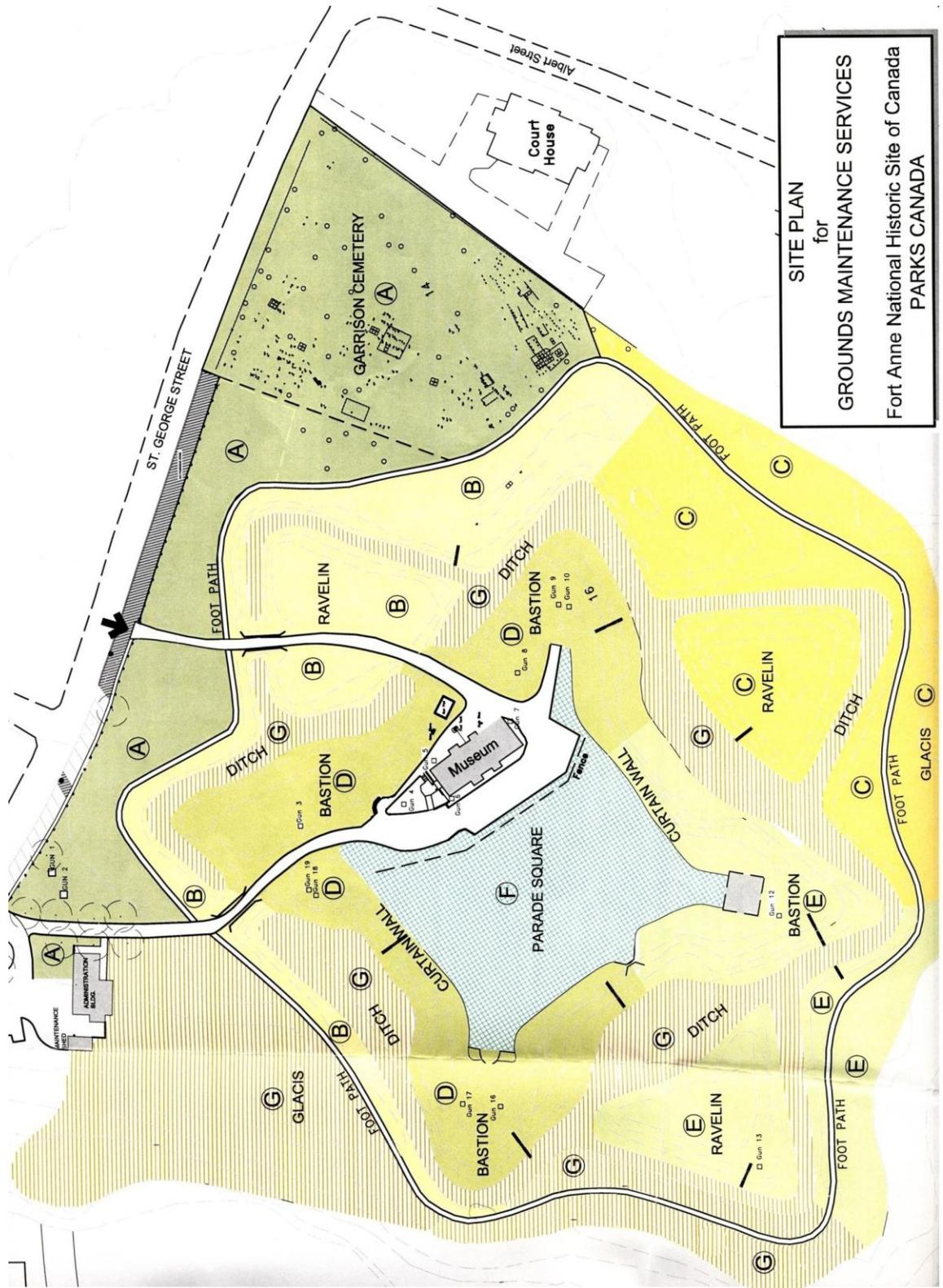
Note: Power edge trimmers (Line trimmers) are not permitted for trimming grass around stone grave markers. Hand clippers shall be used.

3.0 SAFETY REQUIREMENTS

- 3.1 The contractor shall submit a certificate of recognition or a letter in good standing from the Nova Scotia Construction Safety Association.
- 3.2 The contractor shall work in a safe and courteous manner. All necessary protective clothing and equipment shall be used while working at the site. Special care will be taken while visitors are at the site.
- 3.3 The Contractor will comply with the latest edition of the Canadian Labor Code Part 2, The Nova Scotia Occupational Health and Safety Act, Workers Compensation Board and Municipal Statutes.
- 3.4 Provide a site-specific safety plan for review. The plan must comply with the latest edition of the Canada Labour Code Part 2, the Nova Scotia Occupational Health and Safety Act; Worker=s Compensation Board and Municipal Statutes/Authorities. The Contractor will be required to submit copies of minutes for safety meetings when requested by the Parks Canada Representative, during the summer mowing season.
- 3.5 A completed and signed Attestation form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

4.0 EQUIPMENT AND MATERIALS

The contractor will be responsible to supply all materials, supplies, equipment and personal protective equipment. The Contractor will be responsible for the supply of gasoline and all required equipment maintenance.



SITE PLAN
for
GROUNDS MAINTENANCE SERVICES
 Fort Anne National Historic Site of Canada
PARKS CANADA

ANNEX "B"

BASIS OF PAYMENT

- Firm unit prices will remain firm for the entire period of the Standing Offer period and option year periods and must include all expenses (travel, labor, gas, etc...)
- GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.
- Should there be an error in the extended pricing of the Offerer's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. The quantities specified below are provided for evaluation purposes only.
- Each offeror must fill in the amounts below. An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the **lowest aggregate price** will be recommended for issuance of a standing offer.
- Unit price will be multiplied by the estimated usage to obtain an extended price. The sum of the extended price will be the bidders aggregate total.

TABLE AA – YEAR 1 – May 1, 2015 to April 30, 2016

AREA As per attached Map	ESTIMATED NUMBER OF CUTS PER YEAR PER AREA (a)	Price Per CUT (b)	EXTENDED PRICE (a x b)
A	14	\$	\$
B	14	\$	\$
C	14	\$	\$
D	14	\$	\$
E	14	\$	\$
F	14	\$	\$
G	14	\$	\$
Total for YEAR 1			\$

TABLE BB – OPTION YEAR 1 – May 1, 2016 to April 30, 2017

AREA As per attached Map	ESTIMATED NUMBER OF CUTS PER YEAR PER AREA (a)	Price Per CUT (b)	EXTENDED PRICE (a x b)
A	14	\$	\$
B	14	\$	\$
C	14	\$	\$
D	14	\$	\$
E	14	\$	\$
F	14	\$	\$
G	14	\$	\$
Total for OPTION YEAR 1			\$

TABLE CC – OPTION YEAR 2 – May 1, 2017 to April 30, 2018

AREA As per attached Map	ESTIMATED NUMBER OF CUTS PER YEAR PER AREA (a)	Price Per CUT (b)	EXTENDED PRICE (a x b)
A	14	\$	\$
B	14	\$	\$
C	14	\$	\$
D	14	\$	\$
E	14	\$	\$
F	14	\$	\$
G	14	\$	\$
Total for OPTION YEAR 2			\$

TABLE DD – OPTION YEAR 3 – May 1, 2018 to April 30, 2019

AREA As per attached Map	ESTIMATED NUMBER OF CUTS PER YEAR PER AREA (a)	Price Per CUT (b)	EXTENDED PRICE (a x b)
A	14	\$	\$
B	14	\$	\$
C	14	\$	\$
D	14	\$	\$
E	14	\$	\$
F	14	\$	\$
G	14	\$	\$
Total for OPTION YEAR 3			\$

Pricing Summary Table

GROUND MAINTENANCE SERVICES

INITIAL CONTRACT YEAR 1 – 2015/16 – **TABLE AA** : \$ _____.

OPTION YEAR 1 – 2016/17 – **TABLE BB** : \$ _____.

OPTION YEAR 2 – 2017/18 – **TABLE CC** : \$ _____.

OPTION YEAR 3 – 2018/19 – **TABLE DD** : \$ _____.

<i>Grand total of Tables AA, BB, CC and DD</i> <i>(Year one + option years 1, 2 & 3) GST/HST excluded</i>	\$ _____
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COMPANY'S NAME: _____

Annex "D"

INCLUDED AS A REFERENCE – DO NOT SEND WITH YOUR OFFER

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name _____ Signature _____

Date _____

ANNEX "E"

COMMERCIAL GENERAL LIABILITY INSURANCE

SACC Manual clause G2001C (2014-06-26)

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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