



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

**Parks Canada Agency
 Bid Receiving Unit
 111, Water Street East
 Cornwall ON K6H 6S3**

BID FAX : 1-877-558-2349

**REQUEST FOR PROPOSAL
 DEMANDE DE PROPOSITION**

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

Proposition à : l'Agence Parcs Canada
 Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Title-Sujet Lawn and Landscaping Maintenance at Fort Chambly N.H.S.	
Solicitation No. - N° de l'invitation 5P300-15-5613	Date December 15, 2015
GETS Reference No. – N° de référence de SEAG	
Client Reference No. – N° de référence du client	
Solicitation Closes L'invitation prend fin — at – à 2 :00 p.m. on – le January 26, 2016	Time Zone Fuseau horaire - Eastern Standard Time (EST)
Address Inquiries to: - Adresser toute demande de renseignements à : Céline Morin (celine.morin@pc.gc.ca)	
Telephone No. - No de téléphone 613-938-5940	Fax No. – N° de FAX:
Destination of Goods, Services, and Construction: Destinations des biens, services et construction : See Herein	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :	
Telephone No. - N° de téléphone : Facsimile No. - N° de télécopieur : Email – Courriel :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____	_____
Name/Nom	Title/Titre
_____	_____
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

Work under this contract will consist of the Lawn and Landscaping Maintenance at Fort Chambly N.H.S., as detailed under Article 2 of the Resulting Contract Clauses.

1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 2 De Richelieu Street, Chambly, Quebec J3L 2B9 on December 22, 2015. The site visit will begin at 1:00 p.m. in Parking Lot no. 1.

Bidders are requested to communicate with the Contracting Authority no later than December 21, 2015 at 2:00 p.m. (EST) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bids transmitted by facsimile to PCA will be accepted at 1-877-558-2349.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award

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

5.1.1 Former Public Servant Certification

SACC Manual Clause A3025T (2014-06-26), former Public Servant Certification

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 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

This contract is over a 3 year period. The maintenance of lawns and landscaped grounds will be carried out:

From April 1st to November 30, 2016;

From April 1st to November 30, 2017;

From April 1st to November 30 2018.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment – Annex "C".

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The maintenance of lawns and landscaped grounds for the option years will be for the period of April 1st to November 30, 2019 and April 1st to November 30, 2020.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin
Advisor
National Contracting Services
Parks Canada Agency
111 Water Street East,
Cornwall ON K6H 6S3

Telephone 613-938-5940
Facsimile 866-246-6893 celine.morin@pc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: ***** To be filled out on contract award*****

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative ***** Contractor to fill in*****

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "C" for a cost of \$ _____ (insert the amount at contract award). Applicable Taxes are extra.

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

6.6.2 Limitation of Price

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

6.6.3 Monthly Payment

SACC Manuel Clause H1008C (2008-05-12), Monthly Payment

6.7 Invoicing Instructions

1. The Contractor must submit monthly invoices in accordance with the section entitled "Invoice submissions" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the address shown on page 1 on the Contract for certification and payment.

6.8 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03), General Conditions – General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Plans;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Insurance Requirement

The Contractor must comply with the insurance requirements specified in Commercial General Liability Insurance and Automobile Liability Insurance. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.11.1 Commercial General Liability Insurance

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

6.11.2 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority

6.12 Government Site Regulations

The Contractor must comply with all regulations, instructions and directive in force on the site where the Work is performed.

N° de l'invitation - Solicitation No.
5P300-15-5613
N° de réf. du client - Client Ref. No.
10151688

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

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

ANNEX "A"
STATEMENT OF WORK

SPECIFICATIONS
Lawn and Landscaping Maintenance
At Fort Chambly N.H.S.
2016-2018

Parks Canada Agency
La Mauricie and Western Quebec Field Unit

June 2015

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APPENDICE A

2016-2017-2018-2019-2020 Schedules (*Waste Collection 3.2*)

1. SPECIAL CONDITIONS

1.0 Terms Used

- .1 In these specifications, "*Parks Canada*" refers to the PARKS CANADA AGENCY (Western Quebec Field Unit).
- .2 "*Engineer*" refers to the Parks Canada Technical Services representative or authorized delegate.
- .3 "*Contractor*" refers to the company selected to perform all of the work described herein, according to the relevant instructions and specifications provided.

1.1 General Description of Work

- .1 The work under this contract primarily includes, but is not limited to:

Lawn and landscape maintenance at the Fort Chambly N.H.S. located at 2 **De Richelieu Street in Chambly, J3L 2B9**, covering approximately 42,000 square meters and including: all sodded and fallow areas, covered areas (*roads, parking lots, sidewalks, trails, etc.*), flower beds, trees, shrubs and ground shrubs, as well as related work located inside the areas, as shown on the plans.
- .2 Specifically, the work includes:
 - .2.1 **Fort Chambly N.H.S.:**
 - a) Spring clean-up (*42,000 square meters*)
 - b) Debris and litter pick-up
 - c) Grass cutting (*32,500 square meters*)
 - d) Grass aeration
 - e) Tree, shrub and ground shrub maintenance and trimming
 - f) Leaf waste collection
 - g) Bench, waste container and picnic table cleaning.

1.1 General Description of Work (continued)

- .3 Generally, the work to be completed includes all of the work described in the plans and work instructions and as required for the proper operation and completion of the work, even when not specifically mentioned.

1.2 Plans

- .1 The attached plans:

Fort Chambly: RU-FC.18-106.0a

- .2 The lawns and landscaping indicated and located on the plans and specifications are considered approximations. The Contractor is responsible for verifying all relevant information on site and for taking account of such information when preparing a bid.
- .3 Lands to be maintained, under the future contract, at Fort Chambly are located between the boundary of the Parks Canada property line and the water limit. The areas covered by the contract are illustrated as shaded areas on the plans.

1.3 Site Inspection

- .1 Bidders must be thoroughly familiar with the premises, vegetation and facilities, and are responsible for obtaining all information required to evaluate and perform the work before the bids are opened. Bidders shall carefully examine all contract documents and request explanations as required.
- .2 **Site visits are NOT MANDATORY, but highly recommended** and will be coordinated. The date, time and meeting place will be specified in the bid documents.
- .3 Bidders shall perform their own evaluation of any difficulties they expect to encounter in performing the work. They shall investigate the site conditions as found. The Contractor shall have no recourse against Parks Canada or its representative if the Contractor fails to obtain sufficient or complete information or if it misinterprets information.

1.4 Requests for Information

- .1 Anyone interested in submitting a bid for this work or obtaining technical or administrative information shall refer to the Special Instructions to Bidders: Section – Requests for Information during a bid.

1.5 Notice to Bidders

- .1 In addition to the documents required by the "Instructions to Bidders" section, Bidders shall include the following with their bid:
 - a) Supporting documents clearly showing that they have at least FIVE (5) YEARS of similar work experience.
 - b) A description of the equipment they will supply to perform the work.

Note: *Equipment shall be in good working order and may be checked by the Parks Canada Representative. The equipment shall be present at a single location.*

1.6 Use of Premises

- .1 The Contractor shall perform all of the work specified in the contract in accordance with the provisions of the National Parks Act.
- .2 The Contractor will comply with all applicable Parks Canada regulations including, but not limited to, regulations concerning safety, environmental protection, parking and traffic control.
- .3 The Contractor shall obey the posted speed limit of **20 km/h** to prevent any accident involving users and employees in the Park.
- .4 The Contractor shall not drive any loaded vehicle, machinery or equipment on roads and structures that exceeds in weight or size the specified legal limit, without written permission and instructions from the departmental representative. Furthermore, no truck loaded above and beyond the legal limit may be driven on roads or structures.

1.6 Use of Premises (continued)

- .5 The Parks Canada Representative may require a reduction in loads and may even temporarily suspend driving privileges on roads or structures if it is determined that such traffic could damage part of the roads or structures due to negative existing conditions.

1.7 Supervision and Specialized Labour

- .1 By request, a qualified gardener-horticulturalist shall be assigned to all specialized work. Such gardener shall have training in horticulture or equivalent training of at least three (3) years in lawn and landscape maintenance. Prior to performing specialized work, a résumé shall be provided to confirm the gardener-horticulturalist's skills.
- .2 The supervisor shall be present on site during the work. The supervisor shall be equipped with a communications system enabling the Parks Canada Representative to contact the supervisor at all times during work hours (*ex.: pager, cell phone, etc.*). The supervisor will be authorized to receive any orders, instructions or other communications on behalf of the Contractor given under the future contract.
- .3 The work supervisor shall inform Parks Canada of any accidents or incidents causing damage to property owned by Parks Canada or a third party. The work supervisor shall also immediately report any injuries caused to users of the premises.
- .4 At the request of the Parks Canada Representative, the Contractor will remove any supervisor who, in the opinion of the departmental representative, is incompetent or behaves improperly, and will immediately replace the removed supervisor with another supervisor acceptable to the departmental representative.

1.8 Employee Work Clothing

- .1 All persons employed by the Contractor shall wear a shirt/pants uniform and the personal protective equipment required by the work to be performed, such as safety boots, safety glasses, etc.
- .2 All employees of the Contractor required to work with Park visitors on a regular basis shall be suitably dressed and shall display a faultless attitude toward the public.

1.9 Equipment and Materials

- .1 All materials and equipment used by the Contractor shall be of the types approved by the departmental representative and in working order at the commencement of the work.
- .2 The following minimal equipment and operators are required to perform grounds maintenance work:
 - a) **Three (3) manual rotary lawn mowers**, fifty-three (53) centimeters in width.
 - b) **Three (3) tractors equipped with rear- or front-mounted rotary or cylinder mowers**, one hundred and fifty (150) centimeters or more in width.
 - c) **Three (3) gas-powered trimmers**
(Grass cutter with nylon line)
- .3 A tractor-mounted, articulated mower-brushcutter for sloped areas is permitted for maintaining fallow land only. Under-mounted tractor mowers are not permitted.
- .4 Tractor-mowers shall have "flotation-type," low-pressure tires specifically designed for use in sodded areas and shall not exceed nine hundred (900) kilograms, except as approved by the Parks Canada Representative.

Note: *The Contractor's road equipment must be clearly identified.*

1.10 Certificate of Completion

- .1 The Contractor shall have the site foreman sign and approve at the work site a certificate of completion for each item or unit on the work sheet (*use appropriate Parks Canada form.*)

1.11 Environmental Protection

- .1 Waste (*such as grass cuttings, refuse, etc.*) and volatile materials such as petroleum products (*such as oil, gasoline or other harmful substances*) shall not be removed from the site by dumping them into water ways, storm drains or sanitary sewers or at any other location likely to harm the environment.
- .2 The Contractor shall under no circumstances violate the acts and regulations of federal, provincial or municipal authorities or any other environmental protection organization.

3. GENERAL

3.0 General

- .1 This section specifies requirements concerning the maintenance of landscaping at the **Fort Chambly** National Historic Site.
- .2 The Contractor shall perform special cleaning activities at locations where organized activities are held. This work will be performed at no additional cost.
- .3 Work shall be performed carefully to keep landscaping very clean. Clean-up and grass-cutting activities shall be performed in difficult to reach locations also.

3.1 Spring Clean-up

- .1 Perform spring clean-up as soon as temperatures and site conditions permit, for completion by **May 15 of each year**.
- .2 Spring clean-up includes:
 - a) The removal of all waste and debris from all areas covered by the contract, including the shores of the Richelieu River to the waterline.
 - b) Raking, mechanical sweeping and the removal of sand, stone, paper, refuse, tree branches and leaves and other waste from roads, parking lots, sidewalks, trails, rip-rap, surfaced areas, lawns, fallow land, flower beds, shoreline to the waterline, etc.
 - c) Plant waste shall be removed from grassed areas using a mechanical disc tiller equipped with vertical blades or an equivalent approved by the Parks Canada Representative. Sweep, remove and discard off site all dead vegetation once mulching is completed.
 - d) Clean and wash all benches, picnic tables and waste containers with soapy water.
The approximate number of benches and picnic tables on the premises is:
 - 16 benches
 - 12 picnic tables
 - 24 waste containers (12 for trash – 12 for recycling)

3.1 Spring Clean-up (continued)

- .3 All debris, waste and other items collected shall be taken off site. Under no circumstances shall this material be left on site.

3.2 Debris and Trash Pick-up

- .1 Pick up all debris and waste, trash, tree branches, grass cuttings, animal waste and other dirt of any kind, wherever it may be, from all surfaces covered by this contract, including shorelines to the waterline.
- .2 Empty all debris and waste containers as well as garbage bags located on the property and remove all waste from the site.

Empty all recycling bins (transparent bags), and place uncontaminated bags in the appropriate container in Parking Lot 2, under the responsibility of Parks Canada. Other contaminated bags shall be taken off site with the other waste.
- .3 Perform the work described in 3.2.1 and 3.2.2 in the morning at the rates specified in the waste collection schedule in appendix.
- .4 For operational reasons, ten (10) additional pick-ups could be requested.
- .5 Approximately 24 waste containers are located on the premises (12 for trash – 12 for recycling)
- .6 The Contractor will provide waste container garbage bags for the on-site collection of debris and waste, and transparent bags for waste containers used for recycling purposes.

3.3 Grass Cutting and Trimming (32,500 square meters)

- .1 Begin the first cut of the growing season two (2) days after a request by the Parks Canada Representative. Continue performing work according to the schedule for the remainder of the growing season. Work shall be performed continuously and completed within the specified five (5) working days, **from Monday to Friday**. The work shall be performed continuously and completed to the satisfaction of the Parks Canada Representative.
- .2 Except where otherwise specified, grass shall be cut to a height of six (6) to seven (7) centimeters.

- .3 Grass is scheduled to be cut seventeen (17) times as follows, as needed:

4 times in MAY
4 times in JUNE
2 times in JULY
2 times in AUGUST
3 times in SEPTEMBER
2 times in OCTOBER

Note: *Parks Canada may modify this schedule upon notice without affecting the unit price.*

- .4 Clean all lawns prior to cutting, remove waste and debris including : rocks, paper, bottles, broken glass, tree branches, etc.
- .5 No windrows shall be left to mar lawn surfaces.
- .6 Immediately sweep up and remove any build-up of grass cuttings from paved areas or concrete, and from areas covered with limestone screenings, as well as flower beds, fallow land, rip-rap, historic remains (*logs*) or others.
- .7 Each time grass is cut or as required, mower blades shall be adjusted and sharpened to ensure a clean cut at all times to the recommended height.
- .8 Lawns shall not be cut on days when it rains and/or when ground is waterlogged.
- .9 Trim grass to the specified height whenever grass is cut at the following locations:
- a) **Near:** Fences, trees twenty (20) centimeters in diameter or more, shrubs, structures, buildings, benches, picnic tables, waste containers, bicycle stands, posts, lampposts, rip-rap and any other obstacle on the premises or along the shoreline and on slopes inaccessible by mower. Perform work using a gas-powered trimmer (*grass trimmer with nylon line only*).
 - b) **Near:** Trees less than twenty (20) centimeters, leave an uncut strip of grass maximum seven (7) centimeters in width around trunk.

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.10 If grass cutting interferes with visitor traffic or causes obstructions of any kind, the Contractor shall suspend its operations or continue work in a different area.

3.3 Grass Cutting and Trimming (32,500 square meters) (continued)

- .11 During grass cutting, the Contractor will take account of the number of visitors with access to the premises at all times and no request for additional compensation will be made to Parks Canada based on visitorship.
- .12 The Contractor shall protect public safety at all times by limiting its speed and by directing grass cuttings in a manner that is safe for users and for bicycle path and trail users.
- .13 **The Contractor shall have the foreman of the Parks Canada site sign the "Certificate of Completion" after grass is cut. (Use Relevant Parks Canada form)**

3.4 Lawn Aeration (32,500 square meters)

- .1 The Contractor shall obtain approval from the Parks Canada Representative before aerating lawns.
- .2 Aerate lawns in late September/early October using the following mechanized equipment:
 - a) Three- (3) point, open spoon tine, **tractor-mounted aerator two (2) meters in width.**
 - b) **Portable aerator** seventy-five (75) centimeters in width.
- .3 Aerate lawns every fifteen (15) centimeters in both directions to a depth of eight (8) to thirteen (13) centimeters.

3.5 Tree, Shrub and Ground Shrub Maintenance and Trimming

- .1 Lightly cultivate and hoe to a depth of five (5) to eight (8) centimeters all surfaces in areas around shrub plantings and individual shrubs.

Maintain these locations in friable condition free of weeds at all times.

- .2 Enlarge the area as needed to maintain a shrub drip line of at fifteen (15) centimeters.

Note: *Notify the Parks Canada Representative of any damage and/or acts of vandalism to Park plantings.*

3.5 Tree, Shrub and Ground Shrub Maintenance and Trimming (continued)

- .3 The purpose of trimming shall be to maintain ground shrubs and shrubs in good health and attractive appearance; adjust trimming to the natural shape and growth habits of the species or variety. The Contractor shall notify the Parks Canada Representative prior to the commencement of work.
 - a) Trim flowering shrubs either in spring after flowering ends or according to the variety and their requirements.
 - a) Trim hedges periodically to profiles and levels indicated by the Parks Canada Representative.
- .4 Remove all dead wood and all broken branches, regardless of the cause (*except in the case of a disaster*), from all trees and shrubs, to a maximum height of two and a half (2 ½) meters. Cuts shall be made as close to the trunk or junction point with the main branch as possible.
- .5 Trim tree branches to maintain a clearance of two and a half (2 ½) meters at all times above pedestrian trails, and a horizontal clearance of one hundred and twenty (120) centimeters on each side.
- .6 Treat injuries to tree trunks and large branches caused by vandalism, weather conditions, etc. as effectively as possible.

3.6 Leaf Waste Collection (Fall)

- .1 Collect and discard off site dead leaves from trees, shrubs and ground shrubs on all landscaped grounds and covered areas.
- .2 Perform collections when required by the Parks Canada Representative, and haul leaf waste off site.

Number of Planned Collections: 1

Note: *Do not discard leaf waste in the Richelieu River.*

3.7 Bench and Picnic Table Maintenance

- .1 By request: Clean and wash all benches and picnic tables with soapy water.

Frequency by request: Five (5) times

(During the season from June to October, inclusive)

- .2 The approximate number of benches and picnic tables on the premises is:

16 benches ;

12 picnic tables;

24 waste containers (12 for waste- 12 for recycling)

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ANNEX "B"

PLANS

ANNEX "C"
BASIS OF PAYMENT

LAWN AND LANDSCAPING MAINTENANCE – NHS OF FORT CHAMBLY - 2016-2018

The bidder must be paid accordingly to the services engaged as following. GST and QST are not included in the total amount indicated.

INITIAL CONTRACT :

Year 2016 **Total amount :** \$ _____
From April 1st 2016 to November 30th 2016

TOTAL AMOUNT OF THE FIRST YEAR (Tax not included) : \$ _____

Year 2017 **Total amount :** \$ _____
From April 1st 2017 to November 30th 2017

TOTAL AMOUNT OF THE SECOND YEAR (Tax not included) : \$ _____

Year 2018 **Total amount :** \$ _____
From April 1st 2018 to November 30th 2018

TOTAL AMOUNT OF THE THIRD YEAR (Tax not included) : \$ _____

OPTION YEARS :

Year 2019 **Total amount :** \$ _____
From April 1st 2019 to November 30th 2019

Year 2020 **Total amount :** \$ _____
From April 1st 2020 to November 30th 2020

TOTAL AMOUNT OF THE OPTION YEARS : \$ _____
(Tax not included)

GRAND TOTAL : (Initial contract + option years) \$ _____
(Tax not included)

I agree that the price indicated is for the lawn and landscaping maintenance at the NHS of Fort Chambly.

Name of company: _____

Signature

Date

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Fort Chambly N.H.S.					
April 1 to November 30, 2016					
Lawn and Landscape Maintenance as described in Specifications					
Section	Description	Unit of Measurement	Estimated Amount	Unit Price	Total
3,1	Spring Clean-up	Inclusive			
3,2	Waste Collection	Unit	100		
3,3	Grass Cutting and Trimming	Unit	17		
3,4	Lawn Aeration	Inclusive			
3,5	Tree, Shrub and Low Shrub Maintenance and Trimming	Inclusive			
3,6	Fallen Leaf Collection (Fall)	Inclusive			
3,7	Bench and Picnic Table Maintenance	Unit	5		
Total Amount 2016					

*** Report the total amount on the appropriate line of the " Basis of Payment ' document**

Fort Chambly N.H.S.					
April 1 to November 30, 2017					
Lawn and Landscape Maintenance as described in Specifications					
Section	Description	Unit of Measurement	Estimated Amount	Unit Price	Total
3,1	Spring Clean-up	Inclusive			
3,2	Waste Collection	Unit	100		
3,3	Grass Cutting and Trimming	Unit	17		
3,4	Lawn Aeration	Inclusive			
3,5	Tree, Shrub and Low Shrub Maintenance and Trimming	Inclusive			
3,6	Fallen Leaf Collection (Fall)	Inclusive			
3,7	Bench and Picnic Table Maintenance	Unit	5		
Total Amount 2017					

*** Report the total amount on the appropriate line of the " Basis of Payment " document**

Fort Chambly N.H.S.					
April 1 to November 30, 2018					
Lawn and Landscape Maintenance as described in Specifications					
Section	Description	Unit of Measurement	Estimated Amount	Unit Price	Total
3,1	Spring Clean-up	Inclusive			
3,2	Waste Collection	Unit	100		
3,3	Grass Cutting and Trimming	Unit	17		
3,4	Lawn Aeration	Inclusive			
3,5	Tree, Shrub and Low Shrub Maintenance and Trimming	Inclusive			
3,6	Fallen Leaf Collection (Fall)	Inclusive			
3,7	Bench and Picnic Table Maintenance	Unit	5		
Total Amount 2018					

*** Report the total amount on the appropriate line of the " Basis of Payment " document**

Fort Chambly N.H.S.					
April 1 to November 30, 2019					
Lawn and Landscape Maintenance as described in Specifications					
Section	Description	Unit of Measurement	Estimated Amount	Unit Price	Total
3,1	Spring Clean-up	Inclusive			
3,2	Waste Collection	Unit	100		
3,3	Grass Cutting and Trimming	Unit	17		
3,4	Lawn Aeration	Inclusive			
3,5	Tree, Shrub and Low Shrub Maintenance and Trimming	Inclusive			
3,6	Fallen Leaf Collection (Fall)	Inclusive			
3,7	Bench and Picnic Table Maintenance	Unit	5		
Total Amount 2019					

*** Report the total amount on the appropriate line of the " Basis of Payment ' document**

Fort Chambly N.H.S.					
April 1 to November 30, 2020					
Lawn and Landscape Maintenance as described in Specifications					
Section	Description	Unit of Measurement	Estimated Amount	Unit Price	Total
3,1	Spring Clean-up	Inclusive			
3,2	Waste Collection	Unit	100		
3,3	Grass Cutting and Trimming	Unit	17		
3,4	Lawn Aeration	Inclusive			
3,5	Tree, Shrub and Low Shrub Maintenance and Trimming	Inclusive			
3,6	Fallen Leaf Collection (Fall)	Inclusive			
3,7	Bench and Picnic Table Maintenance	Unit	5		
Total Amount 2020					

*** Report the total amount on the appropriate line of the " Basis of Payment ' document**

ANNEX "D"**ATTESTATION FORM****Attestation and Proof of Compliance with Occupational Health and Safety (OHS)**

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

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

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 _____