



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

FAX: 1-877-558-2349

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

**REQUEST FOR QUOTATION
 DEMANDE DE PRIX**

Quotations 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.

Prix 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 GRASS CUTTING, HALIFAX CITADEL NATIONAL HISTORIC SITE | |
| Solicitation No. - N° de l'invitation 5P300-15-5719 | Date : February 3, 2016 |
| GETS Reference No. – N° de référence de SEAG NA | |
| Client Reference No. – N° de référence du client | |
| Solicitation Closes L'invitation prend fin – at – à 02:00 PM on – le March 14, 2016 | Time Zone Fuseau horaire - EST |
| Address Inquiries to: - Adresser toute demande de renseignements à : Cindy Dionne | |
| Telephone No. - N° de téléphone (613) 938-5967 | Fax No. – N° de FAX |
| Destination of Goods, Services, and Construction: Destination des biens, services et construction : Halifax Defence complex Parks Canada 5425 Sackville Street Halifax, NS B3J 3Y3 | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : | |
| Telephone No. - N° de téléphone : 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 à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Name/Nom | Title/Titre |

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The contractor will provide the labour, equipment, supervision and materials necessary for the mowing and trimming of the grounds of Halifax Citadel National Historic Site. The work will consist primarily of mowing and trimming the designated areas of the site on an as requested basis. The Parks Canada Project Authority shall request mowing for areas when the grass length is approximately 6 inches.

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

The Standing Offer will be for a one year period from April 1, 2016 to March 31, 2017. The operating season for this requirement will be for the period of May 1 to October 31.

Individual call-ups will vary to a maximum of \$5,000.00 (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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.4 Debriefings

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

2.1 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to Parks Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

2.3 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror 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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. 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.

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

3.1. Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copies)

Section II: Certifications (1 hard copies)

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>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Applicable Taxes must be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) An evaluation team composed of representatives of Canada will evaluate the offers.

4.2 Basis of Selection

4.2.1 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 AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Sollicitation No. - N° de l'invitation 5P300-15-5719

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this standing offer.

6.2 Insurance Requirements

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

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

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2016 to March 31, 2017.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional Three (3) One (1) year periods, from April 1, 2017 to March 31, 2020 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is: (to be completed upon award)

Cindy Dionne
*Contracting Officer, National Contracting Services /
Agente de marchés, Service national de passation de marchés
Chief Financial Officer Directorate / Direction Générale de la Dirigeante Principale des Finances
Parks Canada Agency/Agence Parcs Canada
111 Water St. East/111, rue Water Est, Cornwall, ON K6H 6S3
Telephone / Téléphone 613-938-5967
Facsimile / Télécopieur 1-866-246-6893
cindy.dionne@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: (to be completed upon 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.

7.5.3 Offeror's Representative

Sollicitation No. - N° de l'invitation 5P300-15-5719

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: () _____ - _____

Facsimile: () _____ - _____

Courriel: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:
Halifax Defence Complex.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Applicable Taxes included).

7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-09-03), 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, Insurance Requirements;
- h) Annex D, Site Plan
- i) Annex E, Attestation and Proof of Compliance with Occupational Health & Safety (OHS)
- j) the Offeror's offer dated _____

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if 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.

7.12 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.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment, Annex B for all work performed pursuant to the individual Call-up against the Standing Offer. Harmonized Sales Tax (HST) is extra.

7.5.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.5.3 Limitation of Price

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

7.6 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.

1. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

SACC Manual clause G1001C (2013-11-06) Insurance

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

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

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

ANNEX "A"

**STATEMENT OF WORK
Grass Cutting Standing Offer
Halifax Defence Complex – Parks Canada Agency
December 17, 2015**

Location of Work:

The Halifax Citadel National Historic Site (NHS) which encompasses approximately 15.5 hectares.

Description of Work:

The work shall consist of mowing and trimming designated areas of the site (see Site Plan G1 attached) on an as requested basis. The "Project Manager" or his authorized representative shall request mowing for areas when the grass length is approximately 6 inches.

Inside Fort Walls and Main Entrances

Area "D" - Ramparts (see Figure 2 attached)

Cut to 3 inches Terreplein and Banquette and Gun Positions using regular push mower and line trimmer.

Area "E" - Main Entrances (see Figure 1 attached)

Cut to 3 inches using regular mowers and trimmed using line trimmers.

Area "F" - Ditch and Parking Lot (see Figure 1 attached)

Cut to 3 inches using regular mowers and trimmed using line trimmers.

Outside Fort:

Area "G" - Northeast Glacis (see Figure 1 attached)

Cut to 3 inches using lawn tractor and trimmed with line trimmers except during extended rainy periods when push mowers may be required due to softness of the terrain. Ruts will be repaired at the contractor's expense.

Area "H" - Southwest Glacis (see Figure 1 attached)

Cut to 3 inches using lawn tractor and trimmed with line trimmers except during extended rainy periods when push mowers may be required due to softness of the terrain. Ruts will be repaired at the contractor's expense.

Area "I" - Capstone to Perimeter Road (see Figure 1 attached)

Cut to 3 inches using regular mowers and trimmed using line trimmers.

Area "J" - Garrison Grounds (see Figure 1 attached)

- Cut to 3 inches using regular mowers and trimmed using line trimmers.
- During the cut, the contractor will designate a contact person to liaise with the "Project Manager" or his authorized representative. All clippings which fall on public walkways (sidewalks, bridge, pavement, ramp areas) are to be swept away immediately to avoid a safety hazard and messy appearance. The contractor shall trim all areas around fence posts, under fences pickets, stairs, walls, etc. that normally cannot be cut by a lawn mower. No cutting will be permitted on Saturday or Sunday unless approved by the "Project Manager" or his authorized representative. Cutting may occur during inclement weather to avoid overgrowth of grass.
- Any damage to Parks Canada property will be repaired and paid for by the Contractor.

Schedule:

The contractor will arrive on site and start work within 24 hours after being called to perform grass cutting services. A full mowing of the entire Citadel property will be completed in four days. The first two cuts of the year may be full cuts with the remainder being a combination of full cuts or area by area as required.

Interior cutting will not be permitted inside the fort and at the main entrances between the hours of 0900 hours to 1800 hours.

Performance and Evaluation:

Cuts shall be even and grass will be removed from pavement and walkways to the satisfaction of the "Project Manager" or his authorized representative. The work will be monitored by the "Project Manager" or his authorized representative to ensure the requirements of the terms of reference are met and that no damage has incurred.

Terms of Contract:

The contract will commence on April 1, 2016 for a period of one year ending on March 31st 2017, with an option to extend for three additional one year periods, ending on March 31st 2020. Awarding of the contract will be based on the lowest overall bid, based on fifteen full cuts.

Special Conditions:

1. Observe Construction Safety Measures of the National Building Code (latest edition) Part 8; Canada Occupational Safety and Health Regulations (Canada Labour Code, Part II); Workers' Compensation Board, provincial and municipal authorities, provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

Contractor shall take appropriate measures and stay compliant under the Occupational Health and Safety Act and Regulations of the Province of Nova Scotia for the protection of Workers. In addition, Contractor shall take all necessary steps to ensure the safety of Parks Canada Agency staff and the public from all construction and operational activities on site.

- A site specific Safety Plan is to be submitted to the Project Manager. The Plan must address Fall Arrest measures and PPE as a minimum.

- A letter of good standing is required from the Nova Scotia Construction Safety Association or approved equivalent.
 - A letter of good standing is required from the Worker's Compensation Board.
2. The contractor is required to have liability insurance with respect to injuries of persons, public liability, and property damage as detailed in Sections 3, 4, 5, and 6 in Insurance Schedule "D" attached.
 3. The contractor will be responsible to supply all materials, supplies and equipment required to accomplish the specified work.
 4. Contractor is to submit a complete list of equipment to be used in completing the work.
 5. All equipment shall be in good working order and free of any fluid leaks.
 6. Leaking equipment shall be repaired immediately or removed from site with no impact on agreed rates or schedule requirements.

ANNEX "B"

BASIS OF PAYMENT

Bidders must provide pricing in the format specified in this Annex "B" – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive. The Bidder must submit firm, all inclusive unit prices including all materials and operations (set-up charges, fuel, materials, products, delivery cost, travel time, admin, production, etc.) to fulfill the entire requirement as described in Annex "A" Requirement, GST/HST extra, if applicable. Bidders are to submit fixed prices, exclusive of taxes.

Please note that any modification to this document will render the quotation non-compliant

| Contract Year 1 April 1, 2016 to March 31, 2017 | | | | |
|---|-----------------------------|--|----------------------|-------------------------|
| | Area as per attached Map | Estimated number of cuts per year per area (a) | Price per cut (b) | Extended Price (axb) |
| 1 | D | 15 | \$ | \$ |
| 2 | E | 15 | \$ | \$ |
| 3 | F | 15 | \$ | \$ |
| 4 | G | 15 | \$ | \$ |
| 5 | H | 15 | \$ | \$ |
| 6 | I | 15 | \$ | \$ |
| 7 | J | 15 | \$ | \$ |
| GRAND TOTAL FOR THE SEASON Excluding applicable taxes (GST/HST or PST) | | | | \$ |

| Option Year 1 April 1, 2017 to March 31, 2018 | | | | |
|---|-----------------------------|--|----------------------|-------------------------|
| | Area as per attached Map | Estimated number of cuts per year per area (a) | Price per cut (b) | Extended Price (axb) |
| 1 | D | 15 | \$ | \$ |
| 2 | E | 15 | \$ | \$ |
| 3 | F | 15 | \$ | \$ |
| 4 | G | 15 | \$ | \$ |
| 5 | H | 15 | \$ | \$ |
| 6 | I | 15 | \$ | \$ |
| 7 | J | 15 | \$ | \$ |
| GRAND TOTAL FOR THE SEASON Excluding applicable taxes (GST/HST or PST) | | | | \$ |

| Option Year 2 April 1, 2018 to March 31, 2019 | | | | |
|---|-----------------------------|--|----------------------|-------------------------|
| | Area as per attached Map | Estimated number of cuts per year per area (a) | Price per cut (b) | Extended Price (axb) |
| 1 | D | 15 | \$ | \$ |
| 2 | E | 15 | \$ | \$ |
| 3 | F | 15 | \$ | \$ |
| 4 | G | 15 | \$ | \$ |
| 5 | H | 15 | \$ | \$ |
| 6 | I | 15 | \$ | \$ |
| 7 | J | 15 | \$ | \$ |
| GRAND TOTAL FOR THE SEASON Excluding applicable taxes (GST/HST or PST) | | | | \$ |

| Option Year 3 April 1, 2019 to March 31, 2020 | | | | |
|---|-----------------------------|--|----------------------|-------------------------|
| | Area as per attached Map | Estimated number of cuts per year per area (a) | Price per cut (b) | Extended Price (axb) |
| 1 | D | 15 | \$ | \$ |
| 2 | E | 15 | \$ | \$ |
| 3 | F | 15 | \$ | \$ |
| 4 | G | 15 | \$ | \$ |
| 5 | H | 15 | \$ | \$ |
| 6 | I | 15 | \$ | \$ |
| 7 | J | 15 | \$ | \$ |
| GRAND TOTAL FOR THE SEASON Excluding applicable taxes (GST/HST or PST) | | | | \$ |

Name of Bidder _____

ANNEX "C"

INSURANCE REQUIRMENT

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:

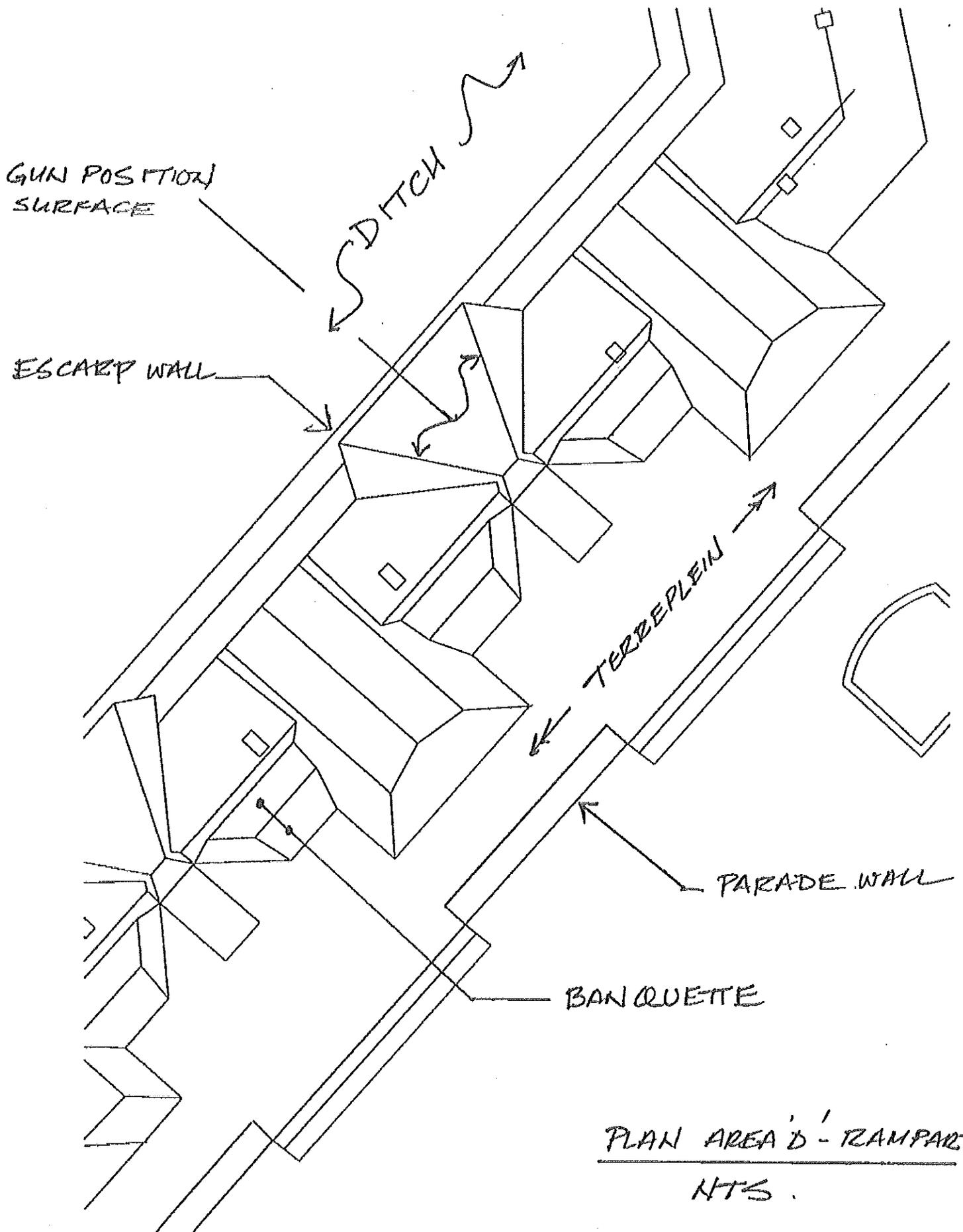
*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

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.

ANNEX "D "
Site Plan



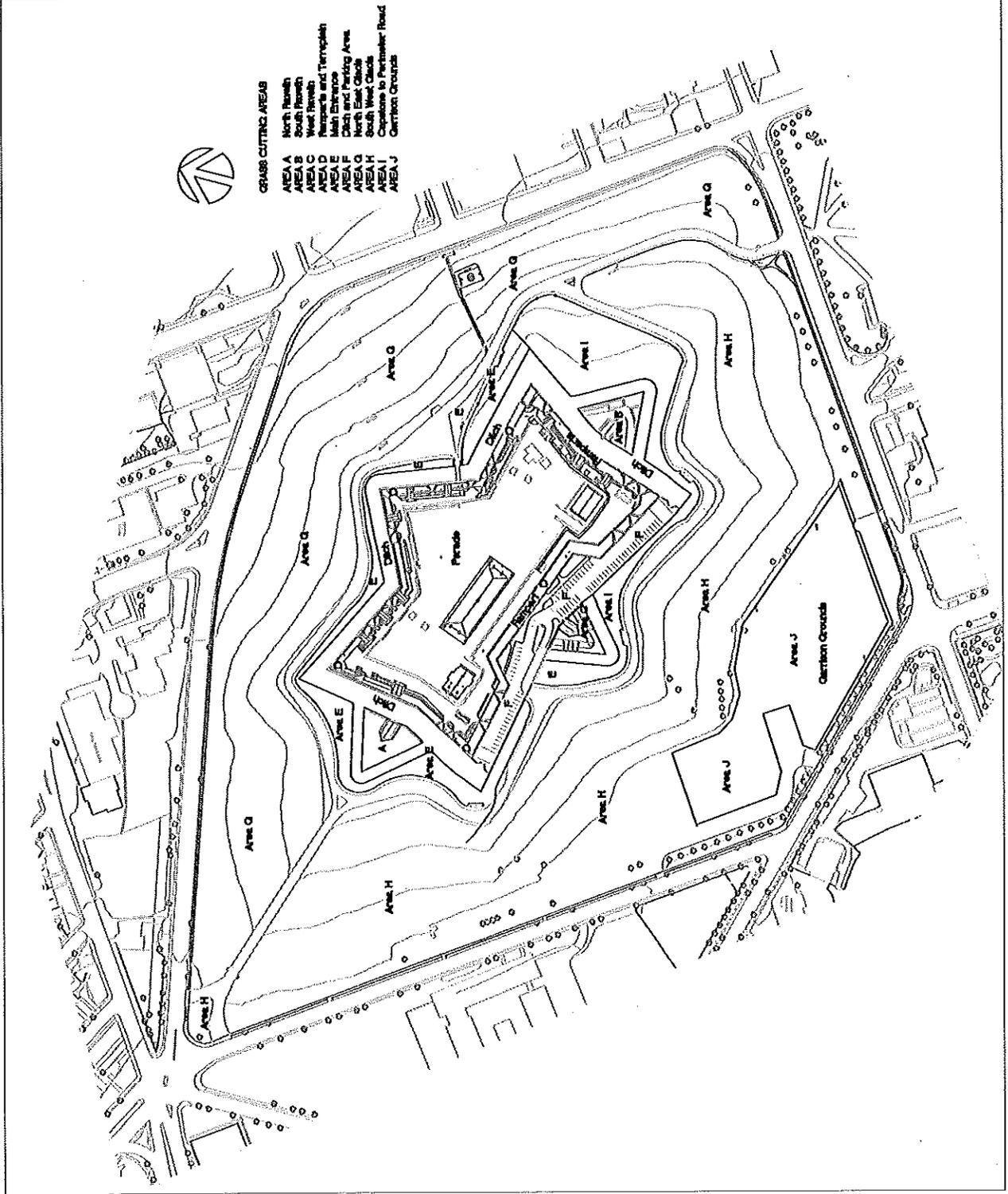
PLAN AREA D - RAMPARTS
HTS.

FIGURE 2



GRASS CUTTING AREAS

- AREA A North Rowth
- AREA B South Rowth
- AREA C West Rowth
- AREA D Rowth and Turfplait
- AREA E Main Entrance
- AREA F Ditch and Parking Area
- AREA G North West Chalk
- AREA H Chalkstone to Parkimeter Road
- AREA J Garrison Grounds



| | | | |
|--|-----------------------------|-----------------|--------------------|
| Date | Description | Author / Editor | Drawn by / Revised |
| 11-01 | Final Draft and Approval | ... | ... |
| <p>Scale: 1:1000</p> <p>North Arrow</p> <p>Project No. / Plan No. 1000</p> <p>Sheet No. / No. of sheets</p> | | | |
| <p>Client: ...</p> <p>Contract No. / Reference No.</p> <p>Project Name / Site Name</p> <p>Location: ...</p> <p>Scale: 1:1000</p> <p>Author: ...</p> <p>Drawn by: ...</p> <p>Checked by: ...</p> <p>Approved by: ...</p> <p>Date: ...</p> | | | |
| <p>Company Name: ...</p> <p>Address: ...</p> <p>Phone: ...</p> <p>Fax: ...</p> <p>Website: ...</p> | | | |

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

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 _____