

RETURN OFFERS TO: RETOURNER LES OFFRES À : Parks Canada Agency Bid Receiving Unit

National Contracting Services

Bid E-mail address:

pc.soumissionsestbidseast.pc@canada.ca

This is the only acceptable email address for responses to bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address may not be accepted.

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REQUEST FOR STANDING OFFERS

DEMANDE D'OFFRES À COMMANDES

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

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

Comments - Commentaires :

Issuing Office - Bureau de distribution : Parks Canada Agency National Contracting Services John Cabot Building St. John's, NL A1C 6M1

Title - Sujet : Request for Standing Offer Provision of Grass Cutting at t Halifax, NS , Parks Canada	the Hal	lifax Defence Complex,	
Solicitation No N° de l'invitation 5P300-19-0285/A		ate: larch 31, 2020	
Client Reference No N° de référe "n/a"	ence du	u client :	
GETS Reference No. N° de refere "n/a"	ence de	SEAG:	
Solicitation Closes - L'invitation prend fin : At - à : 2:00pmOn - le : May 11, 2020Time Zone - Fuseau horaire EDT			
F.O.B F.A.B. : Plant - Usine :	⊠ 0	Other - Autre : □	
Address Enquiries to - Adresser to à : Colleen Sheehan	outes d	Jemande de renseignements	
Telephone No N° de téléphone : (709) 772-6129		Address – Courriel : en.sheehan@canada.ca	
Destination of Goods, Services, a biens, services, et construction : Halifax Defence Complex, Hali			
TO BE COMPLETED BY THE OFFIL	EROR -	- À REMPLIR PAR LE	
Vendor/ Firm Name - Nom du four	nisseu	r/ de l'entrepreneur :	
Address - Adresse :			
Telephone No N° de telephone :	Telephone No N° de telephone : Fax No N° de télécopieur :		
Name of person authorized to sign or print) - Nom de la personne aut fournisseur/ de l'entrepreneur (tap d'imprimerie) :	orisée	à signer au nom du	
Signature :		Date :	





Standing Offer Authority - Responsable de l'offre à commandes : Colleen Sheehan

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

IMPORTANT NOTICE TO OFFERORS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED.

BIDS RECEIVED BY FAX, IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to bid solicitations is pc.soumissionsest-bidseast.pc@canada.ca Bids submitted by email directly to the Contracting Authority or to any email address other than pc.soumissionsest-bidseast.pc@canada.ca may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a standing offer will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

Additional information on this Government of Canada initiative is available at: <u>http://www.directdeposit.gc.ca</u>

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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 and Additional Information: includes the certifications and additional information 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, Former Public Servant and any other annexes.

1.2 Summary

To establish one Standing Offer to provide grass cutting services for the Halifax Defense Complex, Parks Canada.

This Standing Offer is for an as and when requested basis for the period at issuance of Standing Offer up to and including April 30, 2021 with an option to renew on a yearly basis for three additional years. Individual call-ups will vary to a maximum of **\$25,000.00** (HST included).

- **1.2.1** 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 Canadian Free Trade Agreement (CFTA).
- **1.2.2** The Request for Standing Offers (RFSO) is to establish a Regional Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users within the Halifax Defense Complex, Halifax, NS.

1.3 Security Requirements

There is no security requirement applicable to the Standing Offers.

1.4 Debriefings

Offerors may request a debriefing on the results of the bid solicitation 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2019-03-04) 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

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

Bids received by email will be accepted as official. <u>pc.soumissionsest-bidseast.pc@canada.ca</u>

The only acceptable email address for responses to the Request for Standing Offer is <u>pc.soumissionsest-bidseast.pc@canada.ca</u>

Offers submitted by email directly to the Contracting Authority or to any email address other than <u>pc.soumissionsest-bidseast.pc@canada.ca</u> will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 25 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

2.3 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.

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Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

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.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 Bid Preparation Instructions

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

Section I: Financial Offer

Section II: Certifications

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

Section I: Financial Offer

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section II: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

4.2 Basis of Selection

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 awarded a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award 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.

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Offerors must provide the information required at Annex C before issuance of a standing offer.

5.2.2 Integrity Provisions – Required Documentation

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

The Offeror, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must submit a list of names prior to issuance of a standing offer. Offerors must provide the information requested at Annex D.

5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid"</u> list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offers.

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

There is no security requirement applicable to the 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2005</u> (2017-06-21), 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 Contract

The period for making call-ups and providing services against the Standing Offer is from Date of issuance to April 30, 2021 inclusive.

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 year periods from May 1 to April 30 of each year 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 thirty (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: Colleen Sheehan Contracts, Procurement & Materiel Management Advisor Finance and Contracting Operations Chief Financial Officer Directorate Parks Canada Agency John Cabot Building P.O Box 1268 St. John's, NL A1C 6M1

Email: colleen.sheehan@canada.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 identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:***** to be completed by the offeror****

Representative's Name:				
Title:				
Vendor/ Firm Name:				
Address:				
City:	Province / Territory:		Postal Code / ZIP Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number Goods and Services Tax (GST)				

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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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, Halifax, NS

7.8 Call-up Procedures

The Identified User authorized to make call-ups against the Standing Offer will issue a Call-up Against a Standing Offer each time services are required. The services will be provided in accordance with the fixed unit rates as per Annex "B" of the Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Callup Against a Standing Offer or SAP generated Call-up Against a Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$500,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three(3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 **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 (2017-06-21), General Conditions Standing Offers Goods or Services;
- (d) the general conditions 2029 (2018-06-21), General Conditions Goods or Services (low dollar value) apply to and form part of the Contract.
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
- (h) the Offeror's offer dated *** to be inserted at issuance of a standing offer ***.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.14 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

<u>2029</u> (2018-06-21), General Conditions – Goods or Services (low dollar value) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of ______ to _____

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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid *firm unit prices, as specified in Annex B*. Customs duties are *included* and 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.

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.

7.6 Invoicing Instructions

All invoices will include the following information:

- Fixed number of billable hours
- Taxes (if applicable)

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

7.7 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.8 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

7.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Standing Offer Authority - Responsable de l'offre à commandes : Colleen Sheehan

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

ANNEX A STATEMENT OF WORK

1.0 Location of Work:

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

2.0 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 Authority or his authorized representative shall request mowing for areas when the grass length is approximately 6 inches.

2.1 Inside Fort Walls and Main Entrances

<u>Area >D= - Ramparts</u> (see Figure 2 attached)

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

<u>Area >E= - Main Entrances (see Figure 1 attached)</u>

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

<u>Area >F= - Ditch and Parking Lot</u> (see Figure 1 attached)

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

2.2 Outside Fort:

<u>Area >G= - Northeast Glacis (see Figure 1 attached)</u>

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.

<u>Area >H= - Southwest Glacis</u> (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.

<u>Area >I= - Capstone to Perimeter Road</u> (see Figure 1 attached)

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

<u>Area >J= - Garrison Grounds</u> (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 Authority 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.

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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 Authority 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.

3.0 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.

No interior cutting will not be permitted inside the fort and at the main entrances between the hours of 0900 hours to 1800 hours daily.

4.0 Litter and Debris:

All grass surfaces are to be inspected by the contractor for litter and debris prior to mowing. If any litter or debris is present during mowing it is to be removed and disposed of in the nearest garbage can on site. It is the responsibility of the contractor to ensure all litter and debris is collected before mowing.

5.0 Weather:

There is to be no grass cutting during a rain event without written permission from the Project Authority.

6.0 Performance and Evaluation:

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

7.0 Contractor Responsibilities

- 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.
- 2. 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.
- 3. A letter of good standing is required from the Worker's Compensation Board.
- 4. The contractor will be responsible to supply all materials, supplies and equipment required to accomplish the specified work.
- 5. Contractor to submit a complete list of equipment to be used in completing the work for review and approval prior to award of call-up. All equipment shall be in good working order and free of any fluid leaks. Leaking equipment shall be repaired immediately or removed from site with no impact on agreed rates or schedule requirement.

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Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

ANNEX B BASIS OF PAYMENT

The format of the Pricing must not be altered except for the addition of numbers in all of the blank spaces. Pricing must not be indexed to any currency exchange rates or commercial index. All unit prices are firm net prices in Canadian funds including Canadian customs duties, except taxes, and are to be FOB destination.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. The quantities specified below are provided for evaluation purposes only

GST/HST shall not be included in pricing and shall be shown as a separate item on invoices.

TABLE 1 - PERIOD OF STANDING OFFER (MAY 1, 2020 - APRIL 30, 2021)

Item #	Item Description Area (as per attached map)	Unit of Measure	Estimated Quantity (EQ)	Firm Price Per Cut (PU)	Total Estimated Cost (EQ x PU)
1	D	Per Cut	15 cuts	\$	\$
2.	E	Per Cut	15	\$	\$
3	F	Per Cut	15	\$	\$
4	G	Per Cut	15	\$	\$
5	н	Per Cut	15	\$	\$
6	I	Per Cut	15	\$	\$
7	J	Per Cut		\$	\$
TABLE 1 - TOTAL EVALUATED BID PRICE YEAR 1					\$

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

TABLE 2 - OPTION YEAR I (MAY 1, 2021-APRIL 30, 2022)

Item #	Item Description Area (as per attached map)	Unit of Measure	Estimated Quantity (EQ)	Firm Price Per Cut (PU)	Total Estimated Cost (EQ x PU)
1	D	Per Cut	15	\$	\$
2.	E	Per Cut	15	\$	\$
3	F	Per Cut	15	\$	\$
4	G	Per Cut	15	\$	\$
5	Н	Per Cut	15	\$	\$
6	I	Per Cut	15	\$	\$
7	J	Per Cut	15	\$	\$
TABLE 2 - TOTAL EVALUATED BID PRICE OPTION YEAR 1					\$

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

TABLE 3 - OPTION YEAR II (MAY 1, 2022-APRIL 30, 2023)

ltem #	Item Description Area (as per attached map)	Unit of Measure	Estimated Quantity (EQ)	Firm Price Per Cut (PU)	Total Estimated Cost (EQ x PU)
1	D	Per Cut	15	\$	\$
2.	E	Per Cut	15	\$	\$
3	F	Per Cut	15	\$	\$
4	G	Per Cut	15	\$	\$
5	Н	Per Cut	15	\$	\$
6	I	Per Cut	15	\$	\$
7	J	Per Cut	15	\$	\$
TABLE 3 - TOTAL EVALUATED BID PRICE OPTION YEAR II					\$

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

TABLE 4 - OPTION YEAR III (MAY 1, 2023-APRIL 30, 2024)

Item #	Item Description Area (as per attached map)	Unit of Measure	Estimated Quantity (EQ)	Firm Price Per Cut (PU)	Total Estimated Cost (EQ x PU)
1	D	Per Cut	15	\$	\$
2.	E	Per Cut	15	\$	\$
3	F	Per Cut	15	\$	\$
4	G	Per Cut	15	\$	\$
5	Н	Per Cut	15	\$	\$
6	l	Per Cut	15	\$	\$
7	J	Per Cut	15	\$	\$
TABLE 4 - TOTAL EVALUATED BID PRICE OPTION YEAR III				\$	

The estimates included in this basis of payment are provided for bid evaluation and price determination only

Standing Offer Authority - Responsable de l'offre à commandes : Colleen Sheehan

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CALCULATION OF TABLES

TABLE 1 TOTAL YEAR 1	\$
TABLE 2 TOTAL OPTION YEAR I	\$
TABLE 3 TOTAL OPTION YEAR II	\$
TABLE 4 TOTAL OPTION YEAR III	\$
<u>GRAND TOTAL OF FINANCIAL OFFER</u> (BEFORE TAXES)	\$

Solicitation No. - N° de l'invitation : 5P300-19-0285/A

Amd. No. - N° de la modif. : 00 Standing Offer Authority - Responsable de l'offre à commandes : Colleen Sheehan

Request for Standing Offer for Provision of Grass Cutting at the Halifax Defence Complex, Halifax, NS , Parks Canada

ANNEX C FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 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.

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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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

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ANNEX D LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

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

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

Supplier Information

Supplier's Legal Name: Organizational Structure:	() Corporate Entity	
	 () Privately Owned Corporation () Sole Proprietor () Partnership 	
Supplier's Legal Address:		

Supplier's Procurement Business Number (optional):

List of Names

Name	Title

Declaration

I, (name) ______, (position) _____, of

(supplier's name) ______, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Date

Please include with your bid or offer.

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ANNEX E

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

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

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		
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