



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid E-mail Address:

pc.receptiondessoumissionses-bidreceivingeast.pc@canada.ca

Attention: Céline Morin

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

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR PROPOSAL

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 goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Comments:

Issuing Office:

Parks Canada Agency
National Contracting Services
Cornwall ON

Title: Lawn care and landscaping, Fort Lennox National Historic Site	
Solicitation No.: 5P300-20-0130-A	Date: February 24, 2021
Client Reference No.: 10200643	
GETS Reference No.:	

Solicitation Closes: At: 2:00 p.m. On: April 6, 2021	Time Zone: EDT
---------------------------------------------------------------------------------	--------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Céline Morin	
Telephone No.: 343-585-2927	Email: Celine.morin@canada.ca
Destination of Goods, Services, and Construction: Parks Canada Fort Lennox National Historic Site 61^e avenue St-Paul-de-l'Île-aux-Noix QC JoJ 1G0	

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Email:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

Solicitation No.:
5P300-20-0130-A

Amendment No.:
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Contracting Authority:
Céline Morin

Ver.12.03.20

Client Reference No.:
10200643

Title:
Lawn care and landscaping services, Fort Lennox NHS

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

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The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3. 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.

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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) (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](#) (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

Bids submitted in-person, by fax or by courier may not be accepted.

The only acceptable email address for responses to bid solicitations is pc.receptiondessoumissionsesest-bidreceivingeast.pc@canada.ca

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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

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 Quebec.

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.

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex **B**.

Section III: 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) 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. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria specified below.

Bidders must submit with their proposal a list of the equipment they will be using, and show that they have, <u>at a</u> minimum, the equipment described below, otherwise their bid will be deemed non-compliant.	
M1	Three (3) tractors equipped with rotary mowers or twin reel mowers of one hundred and fifty (150) centimeters or more, mounted on the front or rear of the tractors;
M2	The tractors with mowers must be equipped with low pressure tires, of the type specially designed for driving on grassy areas (Floatation type).
M3	Three (3) rotary manual mowers , fifty-three (53) centimeters in width.
M4	Four (4) gas trimmers (<i>trimmer with nylon string</i>).
NOTE : " Flail Mowers " and hay cutters are not permitted for lawn maintenance; nor are mowers mounted underneath tractors.	

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

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5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1. Security Requirements

6.1.1. There is no security requirement applicable to the 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](#) (2020-05-28), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from award of Contract to November 30, 2021.

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 four (4) additional one year periods 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

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Céline Morin

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Title:
Lawn care and landscaping services, Fort Lennox NHS

Céline Morin
Contracting Advisor
111 Water Street E.
Cornwall ON K6H 6S2
Telephone : 343-585-2927
Email : celine.morin@canada.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 provided at contract award *****

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

The Contractor's Representative for the Contract is: **(please include in your proposal)**

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

6.6. Proactive Disclosure of Contracts with Former Public Servants

*** *SACC Manual clause A3025C to be inserted at contract award, if applicable* ***

6.7. Payment

6.7.1. Basis of Payment – Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex B – Basis of Payment, for a cost of \$ _____ (*amount to be inserted at contract award*). 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.

6.7.2. Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.8. Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9. Certifications and Additional Information

6.9.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **** to be inserted at contract award ****.

6.11. 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](#) (2020-05-28), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. Insurance Requirements - 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.

6.13. 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.

6.14. Government Site Regulations

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

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ANNEX A

STATEMENT OF WORK

STATEMENT OF WORK

**Lawn care and landscaping
Fort Lennox N.H.S.C.**

Parks Canada Agency
Mauricie and Western Quebec Field Unit

January 2021

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- 1.10 Environmental Protection

DIVISION 2

DESCRIPTION OF WORK (*island and mainland*)

- 2.0 General
- 2.1 Spring cleanup
- 2.2 Mowing and lawn trimming
- 2.3 Maintenance of trails and paved areas
- 2.4 Pruning of trees, shrubs and bushes
- 2.5 Maintenance of trees, shrubs and bushes
- 2.6 Mowing of fallow land

APPENDICES

- A: Location maps
- B: Plans nos. RUFL.18109.1 to .3 (*Land*)
RUFL.18112.0 (*Island*)

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1. PARTICULAR CONDITIONS

1.0 Use of Terms

- .1 In this statement, "Agency" designates the Parks Canada Agency, Mauricie and Western Quebec Field Unit.
- .2 The term "*Project Authority*" refers to the Parks Canada Technical Services Representative or his/her authorized representative(s).
- .3 The term "*Contractor*" refers to the company selected to perform all the work described herein, according to the instructions and specifications provided for this purpose.

1.1 Summary description of the work

- .1 The work under this contract consists primarily, but not exclusively, of:

Maintenance of the landscaped grounds of **Fort Lennox National Historic Site** in Saint-Paul-de-l'Île-aux-Noix, Quebec, including all grassed areas, paved areas (*roads, parking lots, trails, etc.*), trees, shrubs, bushes and related structures located within the areas, as shown on the plans.

Approximate area: 155,000 square metres (Island)
54,500 square metres (Land)

- .2 Barge transportation will be provided by Parks Canada. The Contractor shall give twenty-four (24) hours notice of his presence subject to weather conditions or other operational requirements.

Hours: Departure to the island : **07h30**
 Return to the mainland: **3:30 pm**

- .3 The transportation of the Contractor's personnel remains his responsibility. However, if it wishes, its staff will be able to travel with Parks Canada employees when they cross the Richelieu River at various times during the day.

.4 Specifically, the work includes:

On the Island:

- a) Spring cleaning;
- b) Lawn mowing (*124,293 square metres*);
- C Maintenance of trails and paved areas
- d) The mowing of fallow land (*17,215 square metres*).

On dry land:

- a) Spring cleaning;
- b) Lawn mowing (*48,720 square metres*);
- C Maintenance of trails and paved areas
- d) Pruning of trees, shrubs and bushes
- e) Maintenance of trees, shrubs and bushes

.5 As a whole, the contract includes all the work described in this statement, as well as that which is necessary for the proper functioning and completion of the work, even if not specifically mentioned.

.6 The Contractor undertakes to provide at its own cost and expense all permits, certificates, licences, authorizations and fees required by applicable laws, codes and regulations.

1.2 Plans

- .1 The attached plans, RUFL.18109.1 to .3 (*Mainland*), RU-FL.18112.0 (*Island*) and this Statement of Work are complementary.
- .2 The areas of lawns and landscaped land shown and located on the plans are considered approximate. It is the Contractor's responsibility to verify all relevant information on site in order to take it into account during the execution of the Work.
- .3 The areas covered by the contract are represented by the shaded areas on the plans.

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1.3 Site Examination

- .1 The Contractor must make its own assessment of the difficulties to be considered during the performance of the work. He must visit the site and inquire about the conditions of the land as it is. The Contractor shall have no recourse against Parks Canada or its representative in the event the Contractor obtains insufficient or incomplete information or if it misinterprets any information.

1.4 Use of Premises

- .1 The Contractor shall perform all Work under the Contract in accordance with the provisions of the *National Parks Act*.
- .2 The Contractor must comply with all applicable Agency regulations, including, but not limited to, fire safety, parking and traffic control regulations.
- .3 The Contractor shall comply with the speed limit on the site, which is **15 km/h maximum**, in order to avoid any accidents with park users and employees who have access to the site.
- .4 The Contractor must not operate, on the roads and engineering structures, any loaded vehicle, machine or tool whose weight or size exceeds the established legal limits, without prior written authorization and direction from the Agency's Project Manager. Furthermore, no trucks loaded beyond the legal limits shall be allowed on the roads.
- .5 The project manager may require the reduction of loads and even the complete or temporary suspension of transport on roads or engineering structures if he deems that such transport, due to existing unfavourable conditions, may damage any part of the roads or engineering structures.

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1.5 Supervision and skilled labour

- .1 The Contractor will be required to provide a supervisor who will be assigned to ensure the proper functioning of the work. The Contractor shall be equipped with a communication system that allows the Parks Canada Project Authority to contact the Contractor at any time during working hours. (*Ex.: pager, cell phone, etc.*). He shall be authorized to receive, on behalf of the Contractor, such orders, instructions or other communications as may be given under this Contract.
- .2 The Work Supervisor shall notify Parks Canada of any accident or incident that causes damage to Parks Canada or third party property. He will also have to report any accident causing injuries or any other important event, suffered by his employees and/or users of the premises.
- .3 At the request of the Project Authority, the Contractor shall remove any supervisor who, in the opinion of the Project Authority, is incompetent or has engaged in improper conduct, the Contractor shall forthwith replace the supervisor so removed by another supervisor acceptable to the Project Authority.

1.6 Work dress of the staff

- .1 All persons employed by the Contractor shall be suitably and appropriately dressed and wear the personal protective equipment required for the work to be performed, such as: safety boots, goggles, etc. (*shirtless work will not be tolerated*)
- .2 Any employee of the Contractor who is called upon to work regularly with visitors to the historic site must have an irreproachable attitude towards the public and employees.

1.7 Equipment and Materials

- .1 All materials and equipment used by the Contractor shall be of types approved by the Parks Canada Project Authority and shall be functional at the outset of the work.
- .2 The minimum equipment required to carry out lawn maintenance work is :
 - a) **Three (3) tractors equipped with** rotary mowers or twin reel mowers of one hundred and fifty (150) centimetres or more, mounted on the front or rear of the tractors;
 - b) **Three (3) manual mowers** rotary mowers of fifty-three (53) centimetres in width;
 - c) **Four (4) gas trimmers** (*trimmer with nylon string*).
- .3 Tractors with mowers must be equipped with low pressure tires, of the type specially designed for driving on grassy areas " *Floatation type* ".
- .4 Flail mowers " *Flail Mower* " and mowers are not permitted for lawn maintenance; nor are mowers mounted underneath tractors.
- .5 **The Contractor shall ensure that he has qualified labour in sufficient quantity to operate the various equipment and allow the work to be completed within the prescribed time frame.**
- .6 **The Contractor shall also ensure that the Contractor has sufficient equipment to compensate for any equipment breakage and allow the work to be completed within the prescribed time frame.**

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

It is strictly forbidden to park trucks and trailers on the grounds to be maintained. All vehicles must be driven restrictively and safely on lawns.

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1.8 Term of Contract

- .1 The Work under this Contract will be carried out during the following periods, if the option periods are exercised:

From award of contract to November 30, 2021;
(Option Year 1) – From April 1st 2022 to November 30, 2022;
(Option Year 2) – From April 1st 2023 to November 30, 2023;
(Option Year 3) - From April 1st 2024 to November 30, 2024;
(Option Year 4) - From April 1st 2025 to November 30, 2025.

1.9 Certificate of Completion of Work

- .1 The Contractor shall have a signed certificate of completion of the Work signed at the site of the Work for each item on the Work Order or each unit of the Work Order.
(Form provided by Parks Canada)

1.10 Environmental Protection

- .1 It is forbidden to dispose of waste (*e.g. grasscut grass, wastewaste, broken windows, animal excrement, etc.*) or volatile materials such as petroleum products (*e.g. oil, gasoline, etc.*) by dumping them into waterways, storm or sanitary sewers or any other place that could harm the environment.
- .2 The Contractor shall not at any time contravene any laws and regulations: federal, provincial, municipal or under the jurisdiction of any other recognized organizations dedicated to the protection of the environment.

2. GENERAL

2.0 General

- .1 This section outlines the requirements for the maintenance of the landscaped grounds on the mainland and on the island of Fort Lennox National Historic Site.
- .2 The Contractor should expect to clean, in a particular way, certain areas where organized activities are held. This work will be carried out at no extra charge. These changes will be communicated to the Contractor within a reasonable period of time, either verbally or in writing, as the case may be. (Example: cutting a particular area on a day other than the one scheduled because of an event).
- .3 The work must be done with care to keep the landscaped areas very clean. Each of the transactions described below will be performed on an ongoing basis and completed within a reasonable period of time.
- .4 It is understood that the cleaning of the grounds and the mowing of lawns must also be done in hard-to-reach areas.
- .5 Lawn and fallow land areas may be reduced or increased during the term of this contract on a permanent or temporary basis with an equivalent cost adjustment.
(Example: area inaccessible due to a construction site and/or other reason).

2.1 Spring cleaning

- .1 The Contractor shall perform the spring clean-up as soon as weather and site conditions permit and complete it **by the end of the second (2nd) week of MAY**. The Contractor shall notify the Parks Canada Project Authority prior to the commencement of work.

- .2 Spring clean-up on land and on the island includes :
- a) The removal of all debris and litter from all areas covered by the contract.
 - b) **The raking, sweeping and removal of stones, sand, paper, garbage, tree branches and leaves and other refuse from paths, trails, lawns, bridges, parking lots, flowerbeds, paved areas, banks, remains, docks, etc.**
 - c) Removal of dead vegetation on the grassed areas of the mainland, inside the Fort Lennox enclosure and on the road leading to the docks on the island, using a mechanized vertical blade cultivator or the equivalent approved by the Parks Canada project manager. The Contractor shall sweep, remove and dispose of all dead vegetation after stubble cultivation.
Approximate Area: **27 640 square meters(island)**
 48,720 square metres(Land)
- .3 All debris, waste and other collected material will be removed from the site. At no time should they stay on the site.

2.2 Mowing and Lawn Size

- .1 The Contractor shall commence the first mowing of the growing season within two (2) days of the request by the Parks Canada Project Authority. It must continue the work according to the established frequency for the island and the mainland for the rest of the growing season. The work must be uninterrupted and completed within the established five (5) working days **Monday to Friday** to the satisfaction of the Parks Canada Project Authority.
- .2 Unless otherwise specified, the grass must be mowed at a mowing height of between six (6) and seven (7) centimetres.
- .3 Lawn cuts are planned as follows: (it is possible that an additional cut will be required **(on-demand) in April (earlier spring)**).

Lawn cuts (island)

4 cuts in MAY
4 cups in JUNE
3 cuts in JULY
4 cuts in AUGUST
4 cuts in SEPTEMBER
2 cuts in OCTOBER

Lawn cuts (mainland)

4 cuts in MAY
4 cups in JUNE
2 cuts in JULY
2 cuts in AUGUST
3 cuts in SEPTEMBER
2 cuts in OCTOBER

Note: *On the advice of the Parks Canada Project Authority, this schedule may be modified without changing the unit cost. **The Contractor shall obtain the approval and signature of the Project Authority prior to any additional cutting, otherwise no compensation will be paid.***

*Lawn mowing in the enclosure of Fort Lennox (island) **must be done before 10:00 a.m.** (noise interfering with the reception of visitors). The cutting of all the lawns on the island will have to be completed on the same day.*

- .4 The Contractor must **clean all lawns before each mowing**; remove all garbage and litter, such as rocks, paper, bottles, broken windows, tree branches, animal droppings, etc. The Contractor must also remove any other waste and litter, such as: rocks, paper, bottles, broken windows, tree branches, animal droppings, etc., from the lawn.
 - .5 With each mowing or as needed, all mower blades should be adjusted and sharpened to ensure a clean cut at all times and at the recommended height. A verification will be carried out regularly by the Project Authority.
 - .6 No visible swathes should be left on lawn surfaces.
 - .7 The Contractor shall sweep and remove immediately any accumulation of mowed grass that is obstructing asphalt or concrete areas and areas covered with stone screenings, as well as flower beds, fallow surfaces, rip-rap and others. **Mowed grass must not be thrown into the waters of the canals and the river.**
 - .8 Lawns should not be mowed on rainy days and/or when the ground is wet.
 - .9 The Contractor shall also cut the grass at the height indicated for each mowing operation at the following locations:
-

- a) Near : fences, trees, structures, buildings, benches, picnic tables, garbage cans, bicycle racks, posts, lamp posts, flagpoles, embankments, embankments, cultivated flower beds and any other obstacles on the premises, as well as on slopes inaccessible with a lawnmower. This work will be done using a gas powered trimmer (*trimmer with nylon string only*).
- .10 In the event that the mowing of the lawns hinders visitor traffic or causes obstructions of any kind, the Contractor shall temporarily suspend operations or direct them to another area.
- .11 At all times while mowing the lawns, the Contractor shall Take into account public safety by reducing speed and by Directing the fall of his mower in a safe manner for the Users of the site.

Note: *The Contractor shall take into account the possible presence of invasive species (ragweed, poison ivy, and giant hogweed) in its evaluation and its method for mowing and trimming lawns along the banks.*

2.3 Maintenance of trails and paved areas

- .1 Remove all weeds growing on trails, stone screenings, asphalt, concrete, riprap, and other paved areas within the boundaries of maintenance lands on the mainland and on the island.

Keep them clean and free of vegetation at all times.

2.4 Pruning of trees, shrubs and bushes (on land only)

- .1 Using sharp tools, the aim of pruning is to keep hedges, trees, shrubs and bushes healthy and attractive, and to adapt to the natural shape and growth habits of the species or variety. The Contractor shall obtain approval from the Parks Canada Project Authority prior to the commencement of work.

- .2 a) Prune flowering shrubs, either in spring or after flowering, according to variety and requirements.
- b) Trim the hedges periodically according to the profiles and levels indicated by the Parks Canada project manager or keep the widest part at the base by gradually narrowing upwards to a slightly rounded shape. Cut off individual protruding branches to maintain the overall shape of the hedges.
- c) Prune the conifers in June and only in the young regrowth of the year.

Note: *The work described above must begin no later than the last week of May and **must be completed by the third (3rd) week of June**. Regular maintenance should continue thereafter until the fall.*

- .3 Remove all dead wood and broken branches from any cause (*except in case of disaster*), all trees and shrubs up to a maximum height of six (6) meters. Cutting should always be done as close as possible to the trunk or to the point of connection with the parent branch according to the rules of art.
- .4 Gradually remove the lower branches, annually, so that the lower third of the tree is free of branches until a height of two (2) to two and a half (2.5) metres has been cleared (2½), with the exception of Lombardy poplars and conifers. Also cut branches that damage the bark by rubbing.
- .5 Remove one (1) or two (2) of the oldest branches on older shrubs to maintain a well-formed plant with young, vigorous branches. Pruning is usually done after annual flowering.
- .6 Treat injuries to the trunk and large branches resulting from vandalism, weather conditions, etc., in the same manner as described above.

- .7 Prune tree branches to maintain, at all times, a clearance of two and a half metres (2½) above the walking trails, as well as a horizontal clearance of one hundred and twenty (120) centimetres on each side of the trails.

2.5 Tree, Shrub and Shrub Care (Land only)

- .1 Dig and hoe lightly, to a depth of five (5) to eight (8) centimetres, all surfaces within the perimeters surrounding the shrubs.

Keep these areas in a crumbly, weed-free condition at all times.

- .2 Enlarge the perimeter if necessary to keep it at fifteen (15) centimetres from the shrub drains.

Note: Notify the Parks Canada Project Authority of any plant breakage and/or vandalism to park plantings.

2.6 Wasteland Mowing (Island only)

- .1 The areas of wasteland on the island are identified and located on the plan. Cut the grass to a height of nine (9) to ten (10) centimetres. The Contractor shall notify the Parks Canada Project Authority prior to the commencement of work.
- .2 Make ten (10) cuts per year on fallow land:

2 cuts in MAY
2 cuts in JUNE
1 cut in JULY
2 cuts in AUGUST
2 cuts in SEPTEMBER
1 cut in OCTOBER

***Note** On the advice of the Parks Canada Project Authority, the schedule for mowing brownfields may be modified, without changing the unit costs. The Contractor shall take into account the possible presence of invasive species (ragweed, poison ivy, giant hogweed and nettle) in their evaluation and their method for mowing the fallow land. The use of appropriate protective equipment is recommended.*

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Parks
Canada

Parcs
Canada



**LAWN AND LANDSCAPE MAINTENANCE
FORT-LENNOX National Historic Site of Canada**

CERTIFICATE OF PERFORMANCE OF WORK

PERIOD FROM ___ TO

Item	Description of the work performed
2.1	Spring cleanup
2.2.1	Lawn Mowing (T.F) :
2.2.2	Lawn Mowing (Island) :
2.3	Trail maintenance :
2.4	Pruning of trees, shrubs :
2.5	Maintenance of trees, shrubs, bushes :
2.6	Mowing fallow land:
Misc	
Misc	
Misc	
Misc	

The work described above was performed as specified in the Statement of Work.

Comments:

CONTRACTOR

PARKS CANADA

Date: _____

Date : _____

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ANNEX B

BASIS OF PAYMENT

**LAWN CARE AND LANDSCAPING – FORT LENNOX NHSC
2021-2025**

1. Bidders must submit prices in the format indicated in this Annex "B" – Basis of Payment, failing which their bid will be deemed non-compliant.
2. Bidders must submit a breakdown of their prices using the attached Excel file.
3. Bidders must provide their prices based on the requirements presented in Annex "A" – Statement of Work. They must submit all-inclusive prices, GST/HST excluded.
4. The amounts tendered must include, but are not limited to, specialized labour, equipment, permits, transportation time and expenses, administration fees, liability insurance and any other incidental expenses related to the execution of this mandate.

A) INITIAL CONTRACT 2021 season

From contract award to November 30, 2021 \$ _____

TOTAL AMOUNT FOR THE FIRST YEAR (taxes not included): \$ _____

B) ADDITIONAL YEARS:

1. **1st option year – 2022 season** Total amount: \$ _____
December 1, 2021 to November 30, 2022

2. **2nd option year – 2023 season** Total amount: \$ _____
December 1, 2022 to November 30, 2023

3. **3rd option year – 2024 season** Total amount: \$ _____
December 1, 2023 to November 30, 2024

4. **4th option year – 2025 season** Total amount: \$ _____
December 1, 2024 to November 30, 2025

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

TOTAL BID PRICE:

(Initial contract and option years) \$ _____
(taxes not included)

For bid evaluation purposes

Company name: _____

_____ Date

ANNEX C

INSURANCE REQUIREMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

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ANNEX D

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

*** to be completed after contract award ***

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		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

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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

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ANNEX E TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (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's 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: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

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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

ANNEX F TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)

If so, the Bidder 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, 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

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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) 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.