

#### **RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid E-mail Address:

 $\underline{\texttt{pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca}$ 

c/o 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.

Lawn and landscaping maintenance	at Fort Coteau-du-Lac N.H.S.C.
Solicitation No.: 5P300-20-0131-A	Date: February 26, 2021
Client Reference No.: 10200644	
GETS Reference No.: PW-21-00947585	
Solicitation Closes: At: 2:00 p.m. On: April 6, 2021	Time Zone: EDT

# 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.

F.O.B.:

Title:

Plant: ☐ Destination: ☒ Other: ☐

Address Enquiries to:

Céline Morin

Telephone No.: Email Address:

343-585-2927 Celine.morin@gmail.com

**Destination of Goods, Services, and Construction:** 

Parks Canada

Fort Coteau-du-Lac NHS 308-A, chemin du Fleuve Coteau-du-Lac (Québec)

# TO BE COMPLETED BY THE BIDDER

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

# Issuing Office:

Parks Canada Agency National Contracting Services Cornwall ON



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Client Reference No.: Title:

10200644. Lawn and Landscaping Maintenance –Fort Coteau-du-Lac N.H.S.

#### IMPORTANT NOTICE TO BIDDERS

#### BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

The only acceptable email address for responses to the bid solicitation is <a href="mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca">pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</a>. Bids submitted by email directly to the Contracting Authority or to any email address other than <a href="mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca">pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</a> will not be accepted..

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.

# **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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**Amendment No.:** 

Solicitation No.:

**Contracting Authority:** 

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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-andquidelines/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.receptiondessoumissionsest-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.

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## 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 <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

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#### 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 include in their technical proposal, a list of their equipment and show that they possess at a minimum the following equipment, failing which their proposal will be deemed non-compliant.				
M1	Three (3) manual rotary lawn mowers, fifty-three (53) centimeters in width.			
М2	Two (2) tractors equipped with rear- or front-mounted rotary or cylinder mowers, one hundred and thirty (130) centimeters or more in width.			
	Tractor-mowers shall have "flotation-type," low-pressure tires specifically designed for use in sodded areas and shall not exceed nine hundred (900) kilograms.			
М3	Two (2) gas-powered trimmers (grass cutter with nylon line only).			
NOTE:				
Flail mowers and brushcutters are not permitted for maintaining lawns and fallow land, nor are undermounted tractor mowers.				

#### 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.

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#### 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, <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 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), 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 <u>Ineligibility and Suspension Policy</u>, 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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada</a> (ESDC) — Labour's 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.

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#### 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

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 <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.

#### 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:

Solicitation No.: Amendment No.: **Contracting Authority:** Ver.12.03.20 Céline Morin

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Client Reference No.: Title:

10200644. Lawn and Landscaping Maintenance -Fort Coteau-du-Lac N.H.S.

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:	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:					

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#### 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

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

- 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 \*\*\*.

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# 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 and Landscaping Maintenance At Fort Coteau-duLac N.H.S.

Parks Canada Agency La Mauricie and Western Quebec Field Unit

January 2021

Ver.12.03.20

Solicitation No.:Amendment No.:Contracting Authority:Ver.12.03.205P300-20-0131-A00Céline Morin

Client Reference No.: Title:

10200644. Lawn and Landscaping Maintenance –Fort Coteau-du-Lac N.H.S.

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APPENDIX 1 APPENDIX 2 L-FCL.18-101.1A Site Plan 2021-2022-2023-2024-2025 Schedules

(Waste Collection Section 2.2)

5P300-20-0131-A 00

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10200644. Lawn and Landscaping Maintenance –Fort Coteau-du-Lac N.H.S.

#### 1. SPECIAL CONDITIONS

#### 1.0 Terms Used

.1 In these specifications, "Parks Canada" refers to the PARKS CANADA AGENCY (Western Quebec Field Unit).

Céline Morin

- .2 "Project Authority" refers to the Parks Canada Technical Services representative or authorized delegate.
- .3 "Contractor" refers to the company selected to perform all of the work described herein, according to the relevant instructions and specifications provided.

# 1.1 General Description of Work

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

Lawn and landscape maintenance at the **Coteau-du-Lac National Historic Site of Canada** located at 308-A, Chemin du fleuve in Coteau-du-Lac, Quebec, including all sodded areas, surfaced areas, flower beds, trees, shrubs and ground shrubs, as well as related work located inside the areas, as shown on the plans. (Approximate area: 47,600 square meters)

- .2 Specifically, the work includes:
  - a) Spring clean-up;
  - b) Debris and litter pick-up (grounds and waste containers);
  - c) Grass cutting (44,000 square meters);
  - d) Edge trimming;
  - e) Trail and surfaced area maintenance;
  - f) Historic remains maintenance;
  - g) Tree and shrub trimming;
  - h) Tree, shrub and ground shrub maintenance;
  - i) Leaf waste collection (fall);
  - j) Bench and waste container cleaning;
  - k) Fallow land mowing.
- .3 Generally, the work to be completed includes all of the work described in the plans and specifications, and as required for the proper operation and completion of the work, even when not specifically mentioned.
- .4 The Contractor agrees to obtain at its expense all permits, certificates, licences, authorizations and to pay all charges required by the laws, codes and regulations in effect.

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#### 1.2 Plans

.1 The attached plan, L-FCL.18-101.1A and these specifications are complementary.

.2 The lawns and landscaping indicated and located on the plans and specifications are considered approximations. The Contractor is responsible for verifying all relevant information on site and for taking account of such information when preparing a bid.

#### 1.3 Use of Premises

.1 The Contractor shall perform all of the work specified in the contract in accordance with the provisions of the National Parks Act.

- .2 The Contractor will comply with all applicable Parks Canada regulations including, but not limited to, regulations concerning safety, environmental protection, parking and traffic control.
- .3 The Contractor shall not drive any loaded vehicle, machinery or equipment on roads and structures that exceeds in weight or size the specified legal limit, without the Project Authority's written permission and instructions. Furthermore, no truck loaded above and beyond the legal limit may be driven on roads or structures.
- .4 The Project Authority may require a reduction in loads and may even temporarily suspend driving privileges on roads or structures if it is determined that such traffic could damage part of the roads or structures due to negative existing conditions.

# 1.4 Supervision and Specialized Labour

- .1 A qualified gardener-horticulturalist shall be assigned to supervise all specialized work. The gardener-horticulturalist shall have at least three (3) years of experience in lawn and landscaping maintenance. Prior to awarding the contract, a résumé shall be provided to confirm the gardener-horticulturalist's skills.
- .2 <u>A supervisor shall be present on site during the work.</u> The supervisor shall be equipped with a communications system enabling the Parks Canada Representative to contact the supervisor at all times during work hours (*ex.: pager, cell phone, etc.*). The supervisor will be authorized to receive any orders, instructions or other communications on behalf of the Contractor given under this contract.

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.3 The work supervisor shall inform Parks Canada of any accidents or incidents causing damage to property owned by Parks Canada or a third party. The work supervisor shall also report any serious accident causing death, injury or any other major incident affecting employees and/or users of the premises.

.4 At the Project Authority's request, the Contractor will remove any supervisor who, in the Project Authority's opinion, is incompetent or behaves improperly, and will immediately replace the removed supervisor with another supervisor acceptable to the Project Authority.

## 1.5 Contractor's Employees Work Clothing

- .1 All persons employed by the Contractor shall dress suitably and appropriately and shall wear the personal protective equipment required to perform the work, such as safety boots, safety glasses, etc. (shirts must be worn while working).
- .2 All employees of the Contractor required to work with Park visitors on a regular basis shall be suitably dressed and shall display a faultless attitude toward the public and employees.

# 1.6 Equipment and Materials

- .1 All materials and equipment used by the Contractor shall be approved by the Project Authority.
- .2 The following minimal equipment and operators are required to perform grounds maintenance work:
  - a) Three (3) manual rotary lawn mowers, fifty-three (53) centimeters in width.
  - b) Two (2) tractors equipped with rear- or front-mounted rotary or cylinder mowers, one hundred and thirty (130) centimeters or more in width.
  - c) Two (2) gas-powered trimmers (grass cutter with nylon line only).
- .3 Flail mowers and brushcutters are not permitted for maintaining lawns and fallow land, nor are under-mounted tractor mowers.
- .4 Tractor-mowers shall have "flotation-type," low-pressure tires specifically designed for use in sodded areas and shall notexceed nine hundred (900) kilograms.

**NOTE:** Note that under government commitments, as part of international efforts to harmonize economic and environmental objectives by making sustainable development a principle to be included in all current and future agreements, in keeping with amendments to the Auditor General Act and the appointment of a sustainable development Commissioner (December 1995) and also the KYOTO Protocol (December 1997 and last signed on December 16, 2002) to protect the environment, we must draw your attention to the fact that we intend to

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include a clause mentioning the use of certain 4-stroke motorized equipment for lawn and landscape maintenance in our future maintenance contracts.

- All equipment used by the Contractor that becomes obsolete during the period covered by this contract shall be replaced with equipment that meets the above requirements.

The Contractor's road equipment shall be clearly identified.

Parking trucks and trailers on grounds to be maintained is strictly prohibited. None of these vehicles shall be driven on lawns.

# 1.7 Certificate of Completion

.1 The Contractor shall have a Parks Canada Representative sign a certificate of completion (form provided by Parks Canada). Certificates of completion shall then be countersigned by the foreman and attached to the monthly invoice.

#### 1.8 Environmental Protection

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

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# 2. GENERAL

#### 2.0 General

- .1 This section specifies requirements concerning the maintenance of landscaping at the **Coteau-du-Lac National Historic Site of Canada**.
- .2 The Contractor shall perform special cleaning activities at locations where organized activities are held. This work will be performed at no additional cost.
- .3 Work shall be performed with care to maintain landscaping in very tidy condition. Each of the activities described below shall be performed continuously and completely within a reasonable time frame.
- .4 <u>Grounds clean-up and lawn mowing shall also be performed in</u> difficult to reach locations.

## 2.1 Spring Clean-Up

- .1 As agreed with the Project Authority, perform spring clean-up as soon as temperatures and site conditions permit, and complete spring clean-up within the following two (2) weeks.
- .2 Spring clean-up includes:
  - a) Remove all waste and debris of all kinds from all of the areas covered by the contract.
  - b) Rake, sweep and remove stones, papers, trimmings, sand, branches and leaves and other waste from the following surfaces: sidewalks, trails, roads, bridge, overpass, parking lots, lawns, rip-rap, flower beds, shorelines, historic remains, platforms and other structures.
  - c) Plant waste shall be removed from grassed areas using a mechanical disk mulcher equipped with vertical blades or an equivalent approved by the Project Authority. Sweep, remove and discard off site all plant waste after mulching work is complete.

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- d) Lightly cultivate and hoe to a depth of five (5) to eight (8) centimeters in all planted and fallow areas.
- e) Clean and wash all on-site benches and waste containers with soapy water.

# .3 LAMPPOST CLEARANCE

Trim trees that interfere with lampposts and the photoelectric cells that activate them. Provide 2.5 meter clearance above and around lampposts.

.4 Discard all debris, waste and other gathered-up materials offsite. Never leave these materials on site.

## 2.2 Debris and Trash Pick-up

- .1 Pick up all debris and waste (i.e.,: garbage, clippings, animal waste, broken glass, tree branches and other soiled materials of all kinds) wherever it may be from all surfaces covered by this contract, including those at the historic lock (upstream): floating waste and waste in water.
- .2 Empty all waste containers and discard off site. Perform this work at the rate specified in the attached waste collection schedules.
- .3 At the Project Authority's request, waste containers (indoor and outdoor)

will be cleaned and washed.

Frequency: Five (5) times per season.

.4 Approximate number of waste containers at the site: 10 waste containers.

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# 2.3 Grass Cutting and Trimming (44,000 square meters)

- .1 Begin the first cut of the growing season two (2) days after the Project Authority's request Continue performing work according to the schedule for the remainder of the growing season according to the Project Authority's instructions (see section 2.3.4). Work shall be performed continuously and completed within the specified five (5) working days, from **Monday to Friday**.
- .2 Grass mowing heights shall be adjusted according to the growing season based on the following calendar.

MOWING HEIGHT CALENDAR		
MONTH	MOWING HEIGHT	
May – June – September	60 – 80 mm	
June (slope above 35%)	80 – 100 mm	
July – August (slope above 35%) July– August (slope below 35%)	80 – 100 mm 100 – 120 mm	
October (last cut)	60 mm	

- .3 Normal cutting heights shall never exceed more than 1/3 of the grass blade, except during growth periods, i.e., in spring and fall, when this percentage may extend to ½ a blade of grass.
- .4 Grass is scheduled to be cut seventeen (17) times as follows, as needed:
  - 4 times in MAY
  - 4 times in JUNE
  - 2 times in JULY
  - 2 times in AUGUST
  - 3 times in SEPTEMBER
  - 2 times in OCTOBER

**NOTE:** The Project Authority may modify this schedule upon notice without affecting the unit price.

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## 2.3 Grass Cutting and Trimming (44,000 square meters) (continued)

- .5 Clean all lawns prior to cutting, remove waste and debris including: rocks, paper, bottles, broken glass, tree branches, and animal waste, etc.
- .6 Mobile equipment/accessories (benches, picnic tables, waste containers, etc.) shall be moved to cut grass under such moveable structures.
  - Such accessories shall be handled with care to prevent breakage.
- .7 No visible windrows shall be left to mar lawn surfaces.
- .8 <u>Immediately sweep up and remove any build-up of grass cuttings</u> from paved areas or concrete, and from areas covered with limestone screenings, as well as flower beds, fallow land, rip-rap, historic remains or others. Cut grass shall not be thrown into the canal or river.
- .9 Each time grass is cut or as required, mower blades shall be adjusted and sharpened to ensure a clean cut at all times to the recommended height. Project Authority shall perform regular checks.
- .10 Lawns shall not be cut on days when it rains and/or when ground is waterlogged.
- .11 Trim grass to the specified height whenever grass is cut at the following locations:
  - a) **Near:** Fences, trees twenty (20) centimeters in diameter or more, shrubs, structures, buildings, benches, picnic tables, waste containers, bicycle stands, posts, lampposts, rip-rap and any other obstacle on the premises or along the shoreline and on slopes inaccessible by mower. Perform work using a gaspowered trimmer (grass trimmer with nylon line only).

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- b) **Near:** Trees less than twenty (20) centimeters, <u>leave an uncut</u> <u>strip of grass maximum seven (7) centimeters in width around trunk.</u>
- .12 If grass cutting interferes with visitor traffic or causes obstructions of any kind, the Contractor shall suspend its operations or continue work in a different area.
- .13 During grass cutting, the Contractor will take account of the number of visitors with access to the premises at all times and no request for additional compensation will be made to Parks Canada based on visitorship.
- .14 The Contractor shall sign have the Project Authority or the Project Authority's representative sign the certificate of completion after grass is cut.

# 2.4 Edge Trimming

.1 Trim lawn edges vertically and perfectly straight or uniformly curved, as appropriate. Lawn edges shall be trimmed to one (1) centimeter when grass is adjacent to an area surfaced in gravel, concrete, asphalt, etc.

#### 2.5 Trail and Surface Area Maintenance

.1 Remove all vegetation on trails and on areas surfaced with limestone screenings, asphalt, concrete, pavers, rip-rap and in all other surfaced areas on the grounds to be maintained.

Keep these areas tidy and free of vegetation at all times.

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.2 Sweep the parking lot and entrances, interlock sidewalks at the Reception Centre, the building walkway, pedestrian crossings, the historic canal bridge, rip-rap and other surfaced areas.

Frequency: Once a week and/or as needed

#### 2.6 Historic Remains Maintenance

- .1 Keep all historic remains in masonry at ground level free from vegetation. <u>All plant shoots shall be removed manually</u>, to prevent any unwanted vegetation at these locations.
- .2 Sweep masonry surfaces regularly.
- .3 Approximately twenty historical remains, masonry foundations, support walls are present at the Park site, including those on each side of the historic canal.
- .4 Regularly remove spider webs from historic remains and from under the canal.

**NOTE:** Avoid projecting grass cutting on historic remains to prevent soiling these locations.

# 2.7 Tree and Shrub Trimming

- .1 The purpose of trimming shall be to maintain ground shrubs and shrubs in good health and attractive appearance; adjust trimming to the natural shape and growth habits of the species or variety. The Contractor shall obtain the Project Authority's authorization before commending work.
  - a) Trim flowering shrubs either in spring after flowering ends or according to the variety and their requirements.
  - b) Trim hedges periodically to profiles and levels indicated by the Project Authority.
  - c) Trim conifers in June and only at new growth.

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#### .2 SAFE TRIMMING:

- .1 Remove all dead wood, broken branches and dangerous branches, including clearance around lampposts, regardless of the cause (except in the cases of a disaster), from all trees and shrubs, to a maximum height of two and a half (2 ½) meters. Cuts shall be made as close to the trunk or junction point with the main branch as possible.
- .2 Gradually remove the lower branches annually to ensure that the lower third of the tree if free of growth, up to a of two (2) and a half meters (2 ½) meters, except in the case of conifers.
- .3 Remove one (1) or two (2) of the oldest branches on older trees to maintain a well formed plant at young and vigorous branches. Trimming is usually performed after the annual flowering period.

#### 2.8 Tree, Shrub and Ground Shrub Maintenance

.1 Lightly cultivate and hoe to a depth of five (5) to eight (8) centimeters all surfaces in the planted area, around the Reception centre and the parking lot; including flower beds.

#### Frequency: Once a week

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

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

**NOTE:** The work described above must begin no later than the last week of May and be completed by the third week of June. Regular maintenance must then continue until the fall. Notify the Parks Canada representative of any damaged plants/vandalism to Park plantings.

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# 2.9 Leaf collection (fall)

- .1 Collect and discard off site leaf waste from trees, shrubs and ground shrubs from all landscaped surfaces covered by this contract.
- .2 Collection shall be performed as required by the Project Authority.

Collection frequency: Once

**NOTE:** Leaf waste shall not be discharged into the

canal or river, but shall be removed from the

site.

#### 2.10 Bench Maintenance

.1 At the Project Authority's request, clean and wash all Park benches with soapy water.

Frequency: Five (5) times per season

.2 Number of benches on site: 16 benches.

#### 2.11 Fallow Land Mowing

- .1 Fallow land is identified and shown on the plan. Mow grass to heights of nine (9) to ten (10) centimeters when required by the Project Authority.
- .2 Three (3) mowing activities are scheduled as follows:

2<sup>nd</sup> week of JUNE; 3<sup>rd</sup> week of JULY;

1<sup>st</sup> week of SEPTEMBER.

**NOTE:** Fallow land will be mowed only using nylon line brush cutters or scythes This work shall be performed continuously without interruption.

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#### **ANNEX B**

#### **BASIS OF PAYMENT**

# LAWN AND LANDSCAPING MAINTENANCE – FORT COTEAU-DU-LAC NHS 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:		
	<b>1st option year – 2022 season</b> cember 1, 2021 to November 30, 2022	Total amount:	\$
	2nd option year – 2023 season cember 1, 2022 to November 30, 2023	Total amount:	\$
	3rd option year – 2024 season cember 1, 2023 to November 30, 2024	Total amount:	\$
	4th option year – 2025 season cember 1, 2024 to November 30, 2025	Total amount:	\$
	TOTAL AMOUNT OF OPTION YEARS: (taxes not included)		\$
<u>TO</u>	TAL BID PRICE:		
(ta	itial contract and option years) xes not included) r bid evaluation purposes		\$
Cor	npany name:	Date:	

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#### **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.
  - 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)
  - 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.

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# Mark "Yes" where applicable.

Name

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

Signature

**Date** 

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#### ANNEX E TO PART 5 OF THE BID SOLICITATION

#### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Client Reference No.:

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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 disgualified 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				
Supplier's Legal Address:				
City:	Province / Territory:	Postal Code:		
Supplier's Procurement Business Number (optional):				

## **List of Names**

Name	Title

<b>Solicitation No.:</b> 5P300-20-0131-A	Amendment No.: 00	Contracting Authority: Céline Morin	Ver.12.03.20
Client Reference No.: 10200644.	Title: Lawn and Landscap	ing Maintenance –Fort Coteau-du-Lac N.H.S.	
Declaration			
l,	,	(name)	
	, <i>(</i> ‡	position) of	
that failing to provide the list of nar disqualified for award of a contract evaluation stage, I must, within 10 changes affecting the list of names	st of my knowledge mes will render a bi t or real property ac working days, info s submitted. I am a	supplier's name) declare that the information and belief, true, accurate and complete. In doing of a will be other or offer non-responsive, or I will be other or offer non-responsive to the list of name of the list of offer non-responsive to the list of name of the list of offer non-responsive to the list of name of name of the list of name of	am aware rwise r offer ny inform the
Signature		Date	

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#### 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 nonresponsive.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

# **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the Yes ( ) No ( ) terms of the Work Force Adjustment Directive?

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.