



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services  
Bid Fax: 1-877-558-2349  
Bid E-mail Address:  
[soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

Attention to: Lorraine Fletcher

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 will 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 QUOTATION**

**Quotation 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.

**Issuing Office:**

Parks Canada Agency  
National Contracting Services  
Cornwall, ON

<b>Title:</b> Lawn and Landscape Maintenance – Fort Chambly NHSC	
<b>Solicitation No.:</b> 5P300-21-0352-A	<b>Date:</b> April 6, 2022
<b>Client Reference No.:</b> 10212381	
<b>GETS Reference No.:</b> S.O.	

<b>Solicitation Closes:</b> <b>At:</b> 2:00 pm <b>On:</b> May 6, 2022	<b>Time Zone:</b> EDT
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Lorraine Fletcher	
<b>Telephone No.:</b> 343-585-4712	<b>Fax No.:</b> S.O.
<b>Email Address:</b> <a href="mailto:lorraine.fletcher@pc.gc.ca">lorraine.fletcher@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> 2 rue de Richelieu, Chambly, QC J3L 2B9	

**TO BE COMPLETED BY THE BIDDER**

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

## IMPORTANT NOTICE TO BIDDERS

### COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

This requirement provides arrangements for a site visit that is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the requested certification as required will not be allowed access to the site.

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

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

The only acceptable email address for responses to the bid solicitation is

[soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

Bids submitted by email directly to the Contracting Authority or to any email address other than

[soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

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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## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. COVID-19 Vaccination Requirement**

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

### **1.2. Security Requirements**

**1.2.1.** There is no security requirement associated with the bid solicitation.

### **1.3. Statement of Work**

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

### **1.4. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 2, rue de Richelieu, Chambly, QC, J3L 2B9 on Tuesday April 12, 2022. The site visit will begin at 9:00 am EDT in Parking Lot 1.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than April 8, 2022 at 2:00 pm EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the following certification see Annex E.

### **1.5. Debriefings**

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

## **PART 2 – BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 or by courier may not be accepted.**

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

The only acceptable email address for responses to bid solicitations is [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### **2.4. Applicable Laws**

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

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

#### **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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Lorraine Fletcher

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**Title:**  
Lawn and Landscape Maintenance – Fort Chambly NHSC

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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: Financial Bid  
Section II: Certifications

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

#### **Section I: Financial Bid**

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

#### **Section II: 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. Financial Evaluation**

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

#### **4.1.2. Basis of Selection**

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

## **PART 5 – CERTIFICATIONS 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. COVID-19 Vaccination Requirement and Certification**

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Bidder must provide the COVID-19 Vaccination Requirement Certification at **Annex F to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

#### **5.2.2. Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.3. 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.

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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 H to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.4. 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/canada/esdc-labour) 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. COVID-19 Vaccination Requirement**

The *COVID-19 Vaccination Policy for Supplier Personnel* is applicable to the Contract.

### **6.2. Security Requirements**

**6.2.1.** There is no security requirement applicable to the Contract.

### **6.3. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

### **6.4. 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.

#### **6.4.1. General Conditions**

[2010C](#) (2021-12-02), 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.

#### **6.4.2. Supplemental General Conditions**

**6.4.2.1.** [4013](#) (2021-11-29), **Compliance with On-site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.5. Term of Contract**

#### **6.5.1. Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

#### **6.5.2. Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.6. Authorities

### 6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Fletcher  
Contracting Officer  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
111 Water Street East, Cornwall, Ontario, K6H 6S2

Telephone: 343-585-4712  
E-mail address: [lorraine.fletcher@pc.gc.ca](mailto:lorraine.fletcher@pc.gc.ca)

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

### 6.6.2. 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.

### 6.6.3. Contractor's Representative

The Contractor's Representative for the Contract is: (kindly submit with your bid)

<b>Representative's Name:</b>
<b>Representative's Title:</b>
<b>Legal Vendor/ Firm Name:</b>
<b>Operating Vendor/ Firm Name</b> (if different than above):

<b>Physical Address:</b>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>
<b>Telephone:</b>		<b>Facsimile:</b>
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

#### 6.7. Proactive Disclosure of Contracts with Former Public Servants

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

#### 6.8. Payment

##### 6.8.1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices and firm unit prices as specified in Annex B for a cost of \$\_\_\_\_\_ (to be provided 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.

##### 6.8.2. 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.

#### 6.9. 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:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.10. Certifications and Additional Information

### 6.10.1. 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.

### 6.11. 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 \*\*\***.

### 6.12. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The supplemental general conditions [4013](#) (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies, and Rules ;
- (c) The general conditions [2010C](#) (2021-12-02), General Conditions – Services (Medium Complexity);
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment ;
- (f) Annex C, Insurance Requirements ;
- (g) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (h) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

### 6.13. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations

### 6.14. Insurance 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.

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## **6.15. 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.



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**ANNEX A**

**STATEMENT OF WORK**

**Lawn and Landscape Maintenance  
Fort Chambly NHSC  
2 rue de Richelieu, Chambly, QC J3L 2B9**

Parks Canada Agency  
Mauricie and Western Quebec Field Unit

January 2022

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## **1. GENERAL INSTRUCTIONS**

### **1.0 INTERPRETATION**

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- In this statement, “the Agency” refers to the Parks Canada Agency, Mauricie and Western Quebec Field Unit.
- In this statement, the term “Project Authority” refers to the Head of Technical Services at Parks Canada or his or her authorized representative.
- In this statement, 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.
- The words, expressions and abbreviations with a known technical or professional meaning must be understood as such in this statement.

### **1.1 SUMMARY DESCRIPTION OF THE WORK**

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The work under this Contract consists primarily, but not exclusively, of the following:

Maintenance of the lawns and landscaped grounds of the **Fort Chambly NHSC, located at 2 rue de Richelieu in Chambly, QC J3L 2B9**, which has an approximate area of *42,000* square metres, including: all grassed and fallow areas, paved areas (*roads, parking lots, sidewalks, paths, etc.*), flower beds, trees, shrubs and bushes and associated structures located within the areas, as shown on the maps.

Specifically, the work includes:

#### **Fort Chambly NHSC:**

- a) Spring cleaning (*42,000 square metres*)
- b) Collection of debris and litter
- c) Lawn mowing (*32,500 square metres*)
- d) Lawn aeration
- e) Maintenance and pruning of trees, shrubs and bushes
- f) Collection of fallen leaves
- g) Cleaning of benches, garbage cans and picnic tables

As a whole, the work includes all the work described in the maps and the Statement of Work, as well as any work required for the proper functioning and completion of the work, even if not specifically mentioned.

### **1.2 MAPS**

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.1 The attached maps (appendix A):

Fort Chambly: RU-FC.18-106.0a

.2 The areas of lawns and landscaped grounds shown and located on the maps and specifications are considered approximate.

.3 The lands to be maintained under the contract for Fort Chambly are located between the Parks Canada property line and the water line. The areas covered by the contract are represented by the shaded areas on the maps.

### **1.3 KNOWLEDGE OF THE SITE**

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.1 The Contractor must make an assessment of the difficulties to be considered during the performance of the work. It must enquire about the conditions of the land as it is. The Contractor will have no recourse against Parks Canada or its representative in the event the information is insufficient or incomplete or if it misinterprets any information.

### **1.4 USE OF THE SITE**

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.1 The Contractor must comply with all applicable Parks Canada regulations, including, but not limited to, safety and security, environmental protection, parking and traffic control regulations.

.2 The Contractor must comply with the speed limit on the site, which is **20 km/h maximum**, to avoid any accidents with park users and employees who have access to the site.

.3 On the roads and engineering structures, the Contractor must not operate any loaded vehicle, machine or equipment whose weight or size exceeds the established legal limits, without prior written authorization and direction from Parks Canada's Representative. Furthermore, no trucks loaded beyond the legal limits will be allowed on the roads or engineering structures.

.4 The Parks Canada Project Authority may require the reduction of loads and even the complete or temporary suspension of transport on roads or engineering structures if he or she deems that such transport, due to existing unfavourable conditions, may damage any part of the roads or engineering structures.

### **1.5 SUPERVISION AND SKILLED LABOUR**

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.1 The Contractor's supervisor must be present on site during the work. The supervisor must be equipped with a communication system allowing contact by the Parks Canada Representative at any time during working hours (*pager, cell phone, etc.*). The supervisor must be authorized to receive, on behalf of the Contractor, orders, instructions or other communications that may be provided under the future contract.

.2 The Contractor's work supervisor must notify Parks Canada of any accident or incident that causes damage to Parks Canada or third-party property. The work supervisor must also immediately report any injuries caused to site users.

.3 At the request of the Parks Canada Project Authority, the Contractor must remove any supervisor who, in the opinion of the Project Authority, is incompetent or has engaged in improper conduct; the Contractor must promptly replace the supervisor thusly removed by another supervisor deemed acceptable by the Project Authority.

### **1.6 STAFF WORKING CLOTHES**

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.1 All persons employed by the Contractor must wear a shirt and pants, as well as the personal protective equipment required for the work to be performed, such as: safety boots, safety glasses, etc.

.2 Any employee of the Contractor who is required to work regularly with visitors to the Park must be appropriately dressed and have an irreproachable attitude towards the public.

### **1.7 EQUIPMENT AND MATERIALS**

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.1 All materials and equipment used by the Contractor must be approved by the Parks Canada Project Authority and functional from the outset of the work.

.2 The minimum equipment required, with operators, to perform grounds maintenance work is:

- A) **Three (3) manual rotary mowers** with a width of at least fifty-three (53) centimetres;
- B) **Three (3) tractors equipped with rotary mowers or twin reel mowers** measuring one hundred and fifty (150) centimetres or more, mounted on the front or rear of the tractors;
- C) **Three (3) gas-powered trimmers** (*grass trimmer with nylon thread*)

.3 An articulated, tractor-mounted mower and brushcutter for sloping terrain is permitted for the maintenance of fallow land only. A mower mounted underneath a tractor is not permitted.

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

## **1.8 ENVIRONMENTAL PROTECTION**

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The Contractor must comply with environmental protection requirements, both in terms of natural resources (vegetation, flora and fauna) and the Agency's property (structures, etc.), in particular, those falling under the *Environment Quality Act* (R.S.Q., c. Q-2), the *Act respecting the conservation and development of wildlife* (R.S.Q., c. C-61.1), the *Forest Act* (R.S.Q., c. F-4.1) and the regulations thereunder.

## **2. WORK DESCRIPTION**

### **2.0 GENERAL**

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- .1 This section outlines the requirements for maintenance of the landscaped grounds of the **Fort Chambly** National Historic Site.
- .2 The Contractor must expect to clean up, in a particular way, certain areas where organized activities are held. This work must be carried out at no extra charge.
- .3 The work must be done with care to keep the landscaped areas very neat and tidy. It is understood that the grounds must be cleaned up and the lawns must be mowed in hard-to-reach areas.

### **2.1 SPRING CLEANUP**

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- .1 Conduct spring cleanup as soon as weather and site conditions permit and complete it by **May 30 each year**.
- .2 Spring cleanup includes:
  - a) Removal of all debris and detritus from all areas covered by the contract, including the banks of the Richelieu River, up to the water line;
  - b) Raking, mechanical sweeping and removal of sand, stones, paper, rubbish, tree branches and leaves and other refuse from roads, parking lots, sidewalks, pathways, rip-rap, paved areas, lawns, fallow land, flower beds, and river banks up to the water line;

- c) Removal of dead vegetation using a verticutter or equivalent tool approved by the Parks Canada Project Authority on grassed areas; sweeping, removal and disposal of all dead vegetation after the dethatching work.
- d) Clean all benches, picnic tables and trash cans and wash with soapy water.

The approximate number of benches and picnic tables on site is as follows:

16 benches  
12 picnic tables  
24 garbage cans (12 waste, 12 recycling)

- .3 All debris, waste and other collected material must be removed from the site. Such material must never be left on site.

## **2.2 COLLECTION OF DEBRIS AND LITTER**

- .1 Collect all debris and litter, garbage, tree branches, rubbish, animal droppings and other debris of any kind, from any source, from all areas covered by this agreement, including the river banks up to the water line.
- .2 Empty all debris and litter garbage cans, as well as the garbage bags stored in the shed located on the grounds, and remove all waste from the site.  
  
Garbage bags and recycling bags must be taken off-site. The Contractor is responsible for the proper disposal of these bags.
- .3 Perform the work described in sections 2.2.1 and 2.2.2 in the morning at the frequencies specified in the "Garbage Collection Schedule" provided in the appendix.
- .4 For operational reasons, an additional ten (10) collections may be requested via task authorizations.
- .5 The approximate number of garbage cans distributed on the site is 24 (12 for waste, 12 for recycling).
- .6 The Contractor must provide garbage bags for the garbage cans used for debris and litter collection on site and clear bags for the recycling cans.

## **2.3 LAWN MOWING AND TRIMMING (32,500 square metres)**

- .1 Commence the first instance of mowing of the growing season within two (2) days of the request from the Parks Canada Project Authority. Continue to work at the scheduled frequency for the remainder of the growing season. The work must be uninterrupted and completed within the established five (5) working days, namely **Monday to Friday**. The work must be carried out in a

continuous manner and completed to the satisfaction of the Parks Canada Project Authority.

- .2 Unless otherwise specified, the grass must be mowed to measure between (6) centimetres and seven (7) centimetres in height.
- .3 An estimated seventeen (17) grass cuts are planned and can be broken down 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:** *On the advice of the Parks Canada, this schedule may be modified without changing the unit cost.*

- .4 Clean up all lawns before any mowing, including removing all garbage and litter, such as rocks, paper, bottles, broken glass or tree branches.
- .5 No visible windrow must be left on lawn surfaces.
- .6 Sweep up and remove any accumulation of mowed grass that is obstructing asphalt or concrete areas, areas covered with stone screenings, flower beds or fallow, riprap, historic remains (logs) and other surfaces.
- .7 For each instance of mowing or as needed, all mower blades must be adjusted and sharpened to ensure a clean cut at all times and a cut at the recommended height.
- .8 Lawns must not be mowed on rainy days and/or when the ground is wet.
- .9 For each instance of mowing, cut the grass to the indicated height at the following locations:
  - a) **Near:** Fences, trees twenty (20) centimetres in diameter and larger, shrubs, structures, buildings, benches, picnic tables, garbage cans, bicycle racks, poles, lampposts, rip-rap and any other obstacle on site, as well as on the river banks and slopes inaccessible with a lawnmower. This work must be carried out using a gas-powered trimmer (*with nylon string only*).
  - b) **Near:** Trees less than twenty (20) centimetres in diameter, leave a strip of uncut grass a maximum of seven (7) centimetres wide around the trunk.

- .10 Should mowing the lawns hinder visitor movement or cause obstructions of any kind, the Contractor must suspend operations or direct them to another area.
- .11 When mowing the lawns, the Contractor must consider the number of visitors that are on the site at any given time, and no additional claims for delays will be sent to Parks Canada as a result of the use of the site.
- .12 At all times while mowing, the Contractor must take public safety into consideration by reducing speed and directing clippings in a safe manner for site users and users of the cycling and walking paths.

#### **2.4 LAWN AERATION (32,500 square metres)**

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- .1 The Contractor must obtain approval from the Parks Canada Project Authority before proceeding with lawn aeration.
- .2 Lawns must be aerated at in late September/early October using the following mechanized equipment:
  - a) **Aerator with a minimum width of two (2) metres mounted on tractor**, 3 points, open spoon tines;
  - b) **Portable aerator** with a width of seventy-five (75) centimetres.
- .3 Aeration must be carried out every fifteen (15) centimetres in both directions and must be eight (8) to thirteen (13) centimetres in depth.

#### **2.5 MAINTENANCE AND PRUNING OF TREES, SHRUBS AND BUSHES**

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

**The soil in these areas must always be friable and free of weeds.**
- .2 Enlarge the perimeter to maintain it at fifteen (15) centimetres from shrub drainage if necessary.

***Note:** Notify the Parks Canada Project Authority of any breakage and/or vandalism that occurs on Parks Canada property.*
- .3 The purpose of pruning is to keep shrubs and bushes healthy and attractive looking, and to adapt to the natural shape and growth habits of the species or variety. The Contractor must notify the Parks Canada Project Authority before beginning the work.



- a) Prune flowering shrubs, either in spring or after flowering, according to specific variety and requirements.
- a) Trim hedges periodically to profiles and grades as directed by the Parks Canada Project Authority.
- .4 Remove all dead wood and broken branches whatever the cause (*except in case of disaster*) from all trees and shrubs up to a maximum height of two and a half (2.5) metres. Cutting must always be done as close as possible to the trunk or to the point of connection with the parent branch.
- .5 Prune tree branches to maintain, at all times, a vertical clearance of two and a half (2.5) metres above walking trails, as well as a horizontal clearance of one hundred and twenty (120) centimetres on each side of the trails.
- .6 Treat injuries to trunks and large branches resulting from vandalism, weather, or other causes as appropriately as possible.

## **2.6 COLLECTION OF FALLEN LEAVES (fall)**

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- .1 Collect and dispose of fallen leaves from trees, shrubs and bushes on all landscaped and paved areas.
- .2 Collection will be carried out when required by the Parks Canada Project Authority, and the leaves will be disposed of off-site.

**Number of collections planned: 1**

*Note: The fallen leaves must not be thrown in the waters of the Richelieu River.*

## **2.7 CLEANING AND WASHING OF BENCHES, GARBAGE CANS AND PICNIC TABLES**

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- .1 **On request:** Clean all benches, picnic tables, garbage cans and wash with soapy water.

**Frequency upon request: five (5) times**  
(during the season from June to October, inclusively)

- .2 The approximate number of benches and picnic tables on site is as follows:

**16 benches**  
**12 picnic tables**  
**24 garbage cans (12 waste, 12 recycling)**



## ANNEX C

### INSURANCE REQUIREMENTS

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.

**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.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s)</b> (add additional fields as required)		

<b>Location of Work</b>
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<b>General Description of Work to be Completed</b>
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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:** \_\_\_\_\_

Solicitation No.:  
5P300-21-0352-A

Amendment No.:  
00

Contracting Authority:  
Lorraine Fletcher

Ver.02.09.2022

Client Reference No.:  
10212381

Title:  
Lawn and Landscape Maintenance – Fort Chambly NHSC

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**ANNEX E TO PART 1 OF THE BID SOLICITATION**

**SITE VISIT CERTIFICATION**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that  
all personnel that will attend site visit on the business' behalf are:

**(check the applicable option below)**

- (a) fully vaccinated against COVID-19; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of \_\_\_\_\_  
(*name of business*) have been notified of the vaccination requirements of the Government of Canada's  
COVID-19 Vaccination Policy for Supplier Personnel, and that the

\_\_\_\_\_ (*name of business*) has certified to their compliance  
with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants

**ANNEX F TO PART 5 OF THE BID SOLICITATION**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that  
all personnel that

\_\_\_\_\_ (*name of business*) will provide on the resulting  
Contract who access federal government workplaces where they may come into contact with public  
servants will be:

**(check the applicable option[s] below)**

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;  
or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

\_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Optional**

**Solicitation No.:**  
5P300-21-0352-A

**Amendment No.:**  
00

**Contracting Authority:**  
Lorraine Fletcher

Ver.02.09.2022

**Client Reference No.:**  
10212381

**Title:**  
Lawn and Landscape Maintenance – Fort Chambly NHSC

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For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

**Initials:** \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



**ANNEX G 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**

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> ( ) Corporate Entity ( ) Privately Owned Corporation ( ) Sole Proprietor ( ) Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

**List of Names**

Name	Title

**Solicitation No.:**  
5P300-21-0352-A

**Amendment No.:**  
00

**Contracting Authority:**  
Lorraine Fletcher

Ver.02.09.2022

**Client Reference No.:**  
10212381

**Title:**  
Lawn and Landscape Maintenance – Fort Chambly NHSC

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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 H 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? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
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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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**Amendment No.:**  
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**Contracting Authority:**  
Lorraine Fletcher

Ver.02.09.2022

**Client Reference No.:**  
10212381

**Title:**  
Lawn and Landscape Maintenance – Fort Chambly NHSC

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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? <b>Yes ( ) No ( )</b>
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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.