

### **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

### **ATTENTION: 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

# Title: Lawn care - Cartier-Brébeuf National Historic Site Solicitation No.: Date:

5P300-22-0124/A

Date: October 18, 2022

Client Reference No.: 10221283

GETS Reference No.: N/A

Solicitation Closes:At: 2:00 pmOn: November 17, 2022

Time Zone: EST

<b>F.O.B.:</b> Plant: □	Destination: ⊠	Other:
Address En Lorraine Fle	<b>nquiries to:</b> etcher	
<b>Telephone</b> 343-585-47		<b>Fax No.:</b> N/A
Email Addu lorraine.fleto	r <b>ess:</b> cher@pc.gc.ca	

**Destination of Goods, Services, and Construction:** Cartier-Brébeuf National Historic Site 175 l'Espinay street, Québec, QC G1L 2H7

### 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:



ada

10221283

**Client Reference No.:** 

Amendment No.:C00LTitle:LLawn care – Cartier-Brébeuf NHS

IMPORTANT NOTICE TO BIDDERS

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

### BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is <u>soumissionsest-bidseast@pc.gc.ca</u>. Bids submitted by email directly to the Contracting Authority or to any email address other than <u>soumissionsest-bidseast@pc.gc.ca</u> 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: <u>http://www.directdeposit.gc.ca</u>

### TABLE OF CONTENTS

PART 1 -	- INFORMATION AND INSTRUCTIONS	. 5
1.1.	SECURITY REQUIREMENTS	
1.2. 1.3.	OPTIONAL SITE VISIT	
1.4.	DEBRIEFINGS	
PART 2 -	- BIDDER INSTRUCTIONS	. 6
2.1.	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2.	SUBMISSION OF BIDS	
2.3.	ENQUIRIES – BID SOLICITATION	.6
2.4.	APPLICABLE LAWS	
2.5.	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3 -	- BID PREPARATION INSTRUCTIONS	
3.1.	BID PREPARATION INSTRUCTIONS	
PART 4 -	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1.	EVALUATION PROCEDURES	.9
PART 5 -	- CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1.	CERTIFICATIONS REQUIRED WITH THE BID	
5.2.	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6 -	- RESULTING CONTRACT CLAUSES	12
6.1.	SECURITY REQUIREMENTS	
6.2.	STATEMENT OF WORK	
6.3. 6.4.	STANDARD CLAUSES AND CONDITIONS	
6.5.	AUTHORITIES	
6.6.	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.	
6.7.	PAYMENT	
6.8.	INVOICING INSTRUCTIONS	
6.9. 6.10.	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.10. 6.11.	PRIORITY OF DOCUMENTS	
6.12.	SACC MANUAL CLAUSES	-
6.13.	INSURANCE REQUIREMENTS	
6.14.	INSPECTION AND ACCEPTANCE	17
ANNEX A	A	18
STATE	MENT OF WORK	18
ANNEX E	3	25
BASIS O	F PAYMENT	25
ANNEX (	C	30
INSUR	ANCE REQUIREMENTS	30
	D	32
ATTES	TATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)	30
		12

Solicitation No.: 5P300-22-0124/A	Amendment No.: 00	Contracting Authority: Lorraine Fletcher	Ver.06.29.2022
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeuf NHS		
ANNEX E TO PART 4 OF THE BI	D SOLICITATION		34
TECHNICAL EVALUATION			
ANNEX F TO PART 5 OF THE BI	D SOLICITATION		
LIST OF NAMES FOR INTEGRI	TY VERIFICATION FORM		
ANNEX G TO PART 5 OF THE B	ID SOLICITATION		
FORMER PUBLIC SERVANT			
ANNEX H			41

### 1.1. Security Requirements

**1.1.1.** 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. 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 <u>175 l'Espinay street</u>, <u>Québec</u>, <u>QC G1L 2H7 – National Historic</u> Site of Cartier-Brébeuf on October 25, 2022. The site visit will begin at 11:00 am EDT.

Bidders are requested to communicate with the Contracting Authority no later than October 24, 2022 at 1:00 pm EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 1.4. 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.

Client Reference No.: 10221283

Lawn care – Cartier-Brébeuf NHS

### 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 <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.

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 <u>2003</u> (2022-03-29), 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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service 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 will 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.

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

Solicitation No.:	Amendment No.:	Contracting Authority:
5P300-22-0124/A	00	Lorraine Fletcher
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Bréber	uf NHS

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

10221283

**Client Reference No.:** 

### **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.

10221283

**Client Reference No.:** 

### 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 at **Annex E to Part 4** of the Bid Solicitation.

### 4.1.2. Financial Evaluation

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

### 4.1.3. Basis of Selection

SACC Manual clause A0031T (2010-08-16) - Basis of Selection - Mandatory Technical Criteria

### **Mandatory Technical Criteria**

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

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1. Certifications Required with the Bid

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

### 5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, <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 <u>Ineligibility and Suspension Policy</u> (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 F to Part 5 of the Bid Solicitation** prior to contract award.

### 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 G 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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website.

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.

10221283

**Client Reference No.:** 

### PART 6 – RESULTING CONTRACT CLAUSES

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

### 6.1. Security Requirements

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

### 6.2. Statement of Work

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

### 6.2.1. Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex H.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
  of the deliverables, and a schedule indicating completion dates for the major activities or
  submission dates for the deliverables. The TA will also include the applicable basis(bases) and
  methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 6.2.2. Canada's Obligation – Portion of the Work – Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 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</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.3.1. General Conditions

<u>2010C</u> (2022-01-28), 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.

### 6.3.2. Supplemental General Conditions

### 6.3.2.1. 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.

### 6.4. Term of Contract

### 6.4.1. Period of the Contract

The period of the Contract is from April 1, 2023 to March 31, 2025 inclusive.

### 6.4.2. Period of Service

The work identified in Annex A must be carried out during the period from April 1, 2023 until November 30, 2023 inclusively and April 1, 2024 until November 30, 2024 inclusively.

### 6.4.3. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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.

### 6.5. Authorities

### 6.5.1. 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: <u>lorraine.fletcher@pc.gc.ca</u>

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

Solicitation No.:	Amendment No.:	Contracting Authority:	Ver.06.29.2022
5P300-22-0124/A	00	Lorraine Fletcher	
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeuf NHS	5	

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: (kindly remit with your bid)

Representative's Name:				
Representative's Title:				
Legal Vendor/ Firm Name:				
<b>Operating Vendor/ Firm Name</b> (if different than above):				
Physical Address:				
City:	Province/ Territory:		Postal Code:	
Telephone: Facsimile:				
Email Address:				
Procurement Business Number Goods and Services Tax (GST)				

### 6.6. **Proactive Disclosure of Contracts with Former Public Servants**

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

### 6.7. Payment

### 6.7.1. Basis of Payment – Firm Price, Firm Unit Prices(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

### AND FOR ADDITIONAL SERVICES ON DEMAND

### 6.7.2. Basis of Payment – Firm Unit Price(s) – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.3. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$9,999.99, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 6.7.4. Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.5. Limitation of Expenditure

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not

perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.6. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

#### 6.8. **Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.9. **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 \*\*\*.

#### **Priority of Documents** 6.11.

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.

Solicitation No.:	Amendment No.:	Contracting Authority:	Ver.06.29.2022
5P300-22-0124/A	00	Lorraine Fletcher	
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeuf NHS	3	

- (a) The Articles of Agreement;
- (b) The general conditions 2010C (2022-01-28), 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. SACC Manual Clauses

SACC Manual clause <u>A9068C</u> (2010-01-11) – Government Site Regulations

### 6.13. Insurance Requirements

SACC Manual clause G1001C (2013-11-06), Insurance – Specific Requirement

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.

### 6.14. 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.

Solicitation No.: 5P300-22-0124/A Amendment No.: 00

Contracting Authority: Lorraine Fletcher

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

ANNEX A

STATEMENT OF WORK

## PARKS CANADA AGENCY QUÉBEC FIELD UNIT

## Lawn care

## Cartier-Brébeuf NHS 175 l'Espinay street Québec (Québec)

**Client Reference No.:** 10221283

### 1. SPECIAL CONDITIONS

#### Use of Terms 1.0

1. In this specification, "Parks Canada" refers to the PARKS CANADA AGENCY (Québec Field Unit). "Engineer" refers to the Parks Canada Technical Services Representative or his or her authorized representative(s).

"Contractor" refers to the company selected to carry out all of the work described herein, according to the instructions and specifications provided for this purpose.

#### 1.1 Brief description of the work

1. The work covered by this contract mainly includes, but is not limited to:

Maintenance of the lawns of the Cartier-Brébeuf National Historic Site (NHS), with an approximate area of 50.000 square metres including all grassed areas, as shown on the MAP OF SURFACES -APPENDIX 1.

- 2. Specifically, the work includes:
- a) Spring clean-up;
- b) Lawn mowing and trimming;
- c) Maintenance of paths and paved areas;
- d) Trimming of lawn edges:
- e) Lawn aeration:
- f) Collection of dead leaves.
- 3. As a whole, the contract includes all work described in the plan and specifications, as well as work required for the complete completion of the work, even if not specifically mentioned.

#### 1.2 Maps

- 1. The "Cartier-Brébeuf NHS" surface map and these specifications are complementary. See APPENDIX 1.
- 2. The areas of lawns and landscaped grounds indicated and located on the map and specifications are considered approximate. It is the Contractor's responsibility to verify all relevant information on site for consideration in preparing his bid.

### 1.3 Site Examination

- 1. Bidders must be familiar with the site, plants and facilities and will be responsible for obtaining, prior to the bid opening, all information necessary for the evaluation and execution of the contract. They must carefully study all contract documents and request explanations if necessary.
- 2. Bidders must make their own evaluation of the difficulties to be considered in the execution of the work. They have to visit the site and ascertain the condition of the land as it stands. The Contractor will have no recourse against Parks Canada or its representative if the information obtained is found to be inadequate, incomplete or misinterpreted.

#### 1.4 Equipment, Materials and Labour

Upon request by the Parks Canada representative, the Contractor must provide all labour, equipment, materials and accessories necessary to perform the grounds maintenance work or approved equivalent.

Solicitation No.:	Amendment No.:	Contracting Authority:	Ver.06.29.2022
5P300-22-0124/A	00	Lorraine Fletcher	
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeuf NHS	5	

All materials and equipment used by the Contractor must be of a type approved by the Engineer and functional from the start of the work.

The **minimum equipment required** to carry out the work is:

- a) Three (3) rotary manual mowers with a fifty (50) centimetres wide deflector.
- b) **Two (2) tractors equipped with a rotary mower**\* with a deflector of one hundred and twenty (120) centimetres or more, mounted at the front of the tractors.
- c) Two (2) gas-powered trimmers (grass trimmers with nylon line only).
- d) **A (2) metres wide aerator, tractor mounted 3-point**, open spoon type (OPEN SPOON TINES).
- e) Seventy-five (75) centimetres wide portable aerator.

\* Tractors with mowers must be equipped with low pressure tires, of the type specially designed for use on grass areas, "Floatation type", and must not exceed nine hundred (900) kilograms, unless approved by the Engineer.

Equipment must be in good working order and may be inspected by Parks Canada staff.

The Contractor must ensure that he has qualified labour in sufficient quantity to operate these various pieces of equipment and allow the work to be carried out within the prescribed time frame, as well as the appropriate tools for minor repairs.

### 1.5 Use of premises

- 1. The Contractor must perform all work under the contract in accordance with the provisions of the National Parks Act.
- 2. The Contractor must comply with all applicable Parks Canada regulations including, but not limited to, safety, environmental, parking and traffic control regulations.
- 3. The Contractor must comply with the speed limit on the site, which is **20 km/h maximum**, in order to avoid accidents with park users and employees who have access to the site.
- 4. It will be forbidden for the Contractor to operate any loaded vehicle, machinery or equipment on the paths and structures in excess of the established limits in weight or size without written authorization and direction from the Engineer. In addition, no truck loaded in excess of the limits will be allowed to travel on the paths or structures.
- 5. The Engineer may require the reduction of loads and even the complete temporary suspension of hauling on paths or structures if he deems that such hauling, because of existing adverse conditions, may damage any part of the paths or structures.

### **1.6** Supervision and Specialized Labour

- 1. The Contractor's work supervisor must be equipped with a communications system that will allow the Parks Canada representative to reach him at all times during working hours. The supervisor will be authorized to receive, on behalf of the Contractor, any orders, instructions or other communications that may be given under this contract.
- 2. The Contractor's work supervisor must notify Parks Canada of any accident or incident causing damage to the property of Parks Canada or a third party. He must also immediately report any injuries caused to users of the premises.

3. At the request of the Engineer, the Contractor will remove any supervisor who, in the opinion of the Engineer, is incompetent or has engaged in improper conduct. The Contractor will have to promptly replace the supervisor thus removed with another supervisor acceptable to the Engineer.

### 1.7 Staff Work Clothes

- 1. All persons employed by the Contractor must wear appropriate clothing, as well as the personal protective equipment required for the work to be performed, such as safety boots, goggles, etc.
- 2. Any employee of the Contractor, being called upon to work regularly with visitors to the Park, must be suitably dressed and have an irreproachable attitude towards the public.

### **1.8 Environmental Protection**

- 1. It is forbidden to dispose of waste (e.g. grass clippings, garbage, etc.) or volatile materials such as petroleum products (e.g. oil, gasoline or other harmful materials) by dumping them in waterways, storm sewers or sanitary sewers or any other place that could harm the environment.
- 2. The Contractor shall not at any time contravene any federal, provincial, municipal or other recognized environmental protection laws or regulations.

### **1.9 Contractor Responsibilities**

- 1. The Contractor must assume full responsibility for the allocation and coordination of its labour and equipment required for the proper performance of the work. Parks Canada cannot be held liable for any damage to the Contractor's equipment or for any injury to the Contractor's personnel.
- 2. The Contractor must, at all times, keep the entrances and accesses to the premises to be serviced clear so as not to interfere with the traffic leading to the building.
- 3. The Contractor must not dispose of any debris or garbage in the surrounding nature. Debris or garbage produced by the Contractor must be disposed of by him off the site.
- 4. The Contractor will be held responsible for any damage or breakage to the Parks Canada building or grounds resulting from his work, whether it is caused by his employees, equipment or otherwise.

### 1.10 Safety Measures

- 1. All the safety measures for the protection of personnel and equipment, and for fire prevention, recommended by national and provincial codes or prescribed by competent authorities, will be observed at all times.
- 2. All work will be performed professionally and in accordance with the highest standards of the trade, especially with regard to compliance with good environmental and safety practices.
- 3. The Contractor will carefully study the risks inherent in the various sites and produce the appropriate safety instructions on which he will train his employees. The Contractor will be responsible for taking all safety measures in accordance with the highest occupational health and safety standards prescribed by the competent authorities in order to ensure the protection of its personnel, the public and facilities, and will ensure that they are observed at all times.

**Client Reference No.:** 10221283

### 2. DESCRIPTION OF WORK

### 2.1. General

- 1. This section specifies the lawn maintenance requirements for Cartier-Brébeuf NHS.
- 2. The Contractor must expect to clean in a particular manner, certain areas where activities are held regularly. This work will be performed at no additional cost.
- 3. The work must be performed carefully to keep the landscaped areas very clean. It is understood that the cleaning of the grounds and the mowing of the lawns must also be done in places that are difficult to reach.

### 2.2. Spring Clean-up

- 1. Carry out a spring clean-up as soon as weather and site conditions permit and complete it no later than May 15 of each year.
- 2. Spring clean-up includes:
  - a) The removal of all debris and litter from all areas covered by the contract.
  - b) The raking, mechanical sweeping and removal of sand, stones, paper, rubbish, tree branches and leaves and any other garbage on the roads, parking areas, sidewalks, paths, rip rap, paved areas, lawns and footbridges.
  - c) The collection and disposal of pine needles and cones.
- 3. All the debris, waste and other materials collected must be disposed of off-site. At no time should they remain on the site.
- 4. The collection and disposal of pine needles and cones should be done with consideration that they carry twig blight disease. The needles and cones must be burned to prevent any risk of spreading the disease. Under no circumstances may the Contractor burn the needles and cones on site.

### 2.3. Lawn Mowing and Trimming (±50,000 square metres)

- 1. Carry out the work according to the frequency established in the work schedule below. Each job shall be performed on a continuous basis and performed Monday through Friday.
- 2. Unless otherwise specified, the grass must be mowed to a height of cut between six (6) and seven (7) centimetres.
- 3. Eighteen (18) lawn cuts are planned, distributed as follows:

3 cuts in MAY 4 cuts in JUNE 3 cuts in JULY 3 cuts in AUGUST **3 cuts in SEPTEMBER** 2 cuts in OCTOBER Note: Upon notice from Parks Canada, this schedule may be modified, without changing the fixed cost.

- 4. Clean all lawns before each mowing; remove all waste and litter such as rocks, paper, bottles, tree branches, etc.
- 5. No visible windrow must be left on lawn surfaces.

- 6. Immediately sweep and remove any accumulation of grass cuttings that mars the appearance of asphalt or concrete areas, surfaces covered with stone screening, flower beds, overgrown land, rip rap and other. The mown grass must not be projected against walls, structures, urban furniture or other.
- 7. Each time the lawn is mowed or as needed, all mower blades should be adjusted and sharpened to obtain a clean cut at all times and at the recommended height. A check should be done regularly.
- 8. Lawns must not be cut on rainy days and/or when the grounds are wet.
- Each time the lawn is mowed, also cut the grass to the indicated height in the following places: fences, trees, shrubs, structures, buildings, benches, picnic tables, garbage cans, rip raps, bicycle racks, poles, lampposts and any other obstacle on the premises as well as on slopes inaccessible with a mower.
   Note: This work will be done using a gasoline-powered edge trimmer (nylon line trimmer only).
- 10. In the event that the mowing of the lawns interferes with the circulation of visitors or causes obstructions of any kind, the Contractor must suspend its operations or direct them to another area.
- 11. When mowing the lawns, the Contractor must take into account the number of visitors who have access to the site at any given time and no additional claims will be made to Parks Canada as a result of visitor traffic.
- 12. At all times when mowing, the Contractor must consider the safety of the public by reducing speed and directing the mower discharge in a way that is safe for visitors.
- 13. The Contractor must send the completed Certificate of Completion to the engineer by email after each job (cleaning, mowing, etc.) confirming the end date of the job. See APPENDIX 2.
- 14. In the event that the weather makes mowing the lawn unsuitable (high heat and/or drought), the contractor must contact the Engineer to advise him of the situation and his recommendations. Following this notification, only the Engineer can authorize the cancellation of a mowing.

### 2.4. Maintenance of Trails and Paved Areas

1. Remove all weeds from trails and paved areas made of stone screening, asphalt, concrete, paving stones and other materials. Keep them clean and free of vegetation at all times. No chemicals shall be used. Manual removal only.

### 2.5. Lawn Border Edging

- 1. Lawn edges should be cut vertically and perfectly straight or evenly curved, as appropriate. Lawn edges must be cut one (1) centimetre from the paving when the lawn borders a surface covered with gravel, concrete, asphalt, etc.
- 2. The frequency of lawn edging is one (1) time per year, at the end of June.

### 2.6. Lawn Aeration (±50,000 square metres)

- 1. Aeration is only required on mowed surfaces.
- 2. The Contractor must obtain the approval of the Engineer before aerating the lawns.

- 3. Lawn aeration will be done in late September/early October.
- 4. Aeration will be done every fifteen (15) centimetres in both directions and will be eight (8) to thirteen (13) centimetres deep.

### 2.7. Collection of Dead Leaves (autumn)

- 1. Collect and remove dead leaves from trees and shrubs on all landscaped grounds and paved surfaces.
- 2. The collection must be done progressively as the leaves fall and the leaves will be removed from the site by the Contractor.

### 2.8. Work Schedule

- 1. All work by the Contractor must be performed according to the schedule set forth in the Certificate of Completion shown in APPENDIX 2 or as otherwise specified in these specifications.
- 2. The Contractor must send the completed Certificate of Completion to the engineer by email after each job (cleaning, mowing, etc.) confirming the end date of the job. See APPENDIX 2.

Amendment No.: 00

**Contracting Authority:** Lorraine Fletcher

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

### ANNEX B

### BASIS OF PAYMENT

### 1. Firm work IN the 2023-2024 contract

### 1.1. 2023

### 1.1.1 Firm price work

The all-inclusive firm price for the performance of the work is in Canadian funds and does not include applicable taxes. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2023 (April 1, 2023 to November 30, 2023 inclusive)				
PART A	A - Basic work				
ITEM	DESCRIPTION	QUANTITY (a)	UNIT COST (\$) (b)	FIRM AMOUNT (\$) (a × b)	
2.1	Spring clean-up	1	\$	\$	
2.2-2.4	Lawn mowing and trimming (± 50,000 m <sup>2</sup> ) and trimming of lawn edges	18	\$	\$	
2.5	Lawn aeration (± 50,000 m²)	1	\$	\$	
2.6	Collection of dead leaves (as needed)	1	\$	\$	
	SUBTOTAL – YEAR 2023 – Firm price (excluding applicable taxes)       \$				

### 1.1.2. Task Authorizations (additional work upon request)

The unit rate in the table below will be used to establish the cost of services in the event of changes in the firm price scope of work.

The firm unit rate for the performance of the work is all inclusive and in Canadian funds. Applicable taxes are extra. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2023 (April 1, 2023 to November 30, 2023 inclusive)					
PART	B - Task authorizations (additional work upo	on request)				
ITEM	DESCRIPTION	UNIT RATE (\$) ** (a)	ESTIMATED QUANTITY * (b)	TOTAL ESTIMATED PRICE (\$) (a × b)		
1	Labour (hourly rate)	\$/h	80 hours	\$		
ITEM	DESCRIPTION	RATE (a)	QUANTITY * (b)	TOTAL ESTIMATED PRICE (a × b + b)		
2	Cost markup for materials (percentage)	%	\$2000	\$		
3	Cost markup for subcontracting (percentage)	%	\$2000	\$		
	ESTIMATED SUBTOTA	\$				

\*\* IF THERE IS AN ERROR IN THE CALCULATION OF PRICES, THE FIRM RATE WILL BE USED.

Amendment No.: 00

Contracting Authority: Lorraine Fletcher

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

1-TOTAL – YEAR 2023 – PART A + B (excluding applicable taxes)

\$

### 1.2. 2024

### 1.2.1. Firm price work

The all-inclusive firm price for the performance of the work is in Canadian funds and does not include applicable taxes. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2024 (April 1, 2024 to November 30, 2024 inclusive)					
PART A	A - Basic work					
ITEM	DESCRIPTION	QUANTITY (a)	UNIT COST (\$) (b)	FIRM AMOUNT (\$) (a × b)		
2.1	Spring clean-up	1	\$	\$		
2.2-2.4	Lawn mowing and trimming (± 50,000 m <sup>2</sup> ) and trimming of lawn edges	18	\$	\$		
2.5	Lawn aeration (± 50,000 m²)	1	\$	\$		
2.6	2.6     Collection of dead leaves (as needed)     1     \$					
	SUBTOTAL – YEAR 2024 – Firm price (excluding applicable taxes)       \$					

### 1.2.2. Task Authorizations (additional work upon request)

The unit rate in the table below will be used to establish the cost of services in the event of changes in the firm price scope of work.

The firm unit rate for the performance of the work is all inclusive and in Canadian funds. Applicable taxes are extra. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2024 (April 1, 2024 to November 30, 2024 inclusive)						
PART E	3 - Task Authorizations (additional work upd	on request)					
ITEMDESCRIPTIONUNIT RATE (\$) ** (a)ESTIMATED QUANTITY * 							
1	Labour (hourly rate)	\$/h	80 hours	\$			
ITEM	DESCRIPTION	RATE (a)	QUANTITY * (b)	TOTAL ESTIMATED PRICE (a × b + b)			
2	Cost markup for materials (percentage)	%	\$2000	\$			
3	3 Cost markup for subcontracting // \$2000 \$						
ESTIMATED SUBTOTAL – YEAR 2024 – Task authorizations (excluding applicable taxes) \$							

\*\* IF THERE IS AN ERROR IN THE CALCULATION OF PRICES, THE FIRM RATE WILL BE USED.

2-TOTAL – YEAR 2024 – PART A + B (excluding applicable taxes)

\_\_\_\_\_

\$

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

### 2. OPTIONAL WORK IN THE 2025-2026 CONTRACT

### 2.1. 2025

### 2.1.1. Firm price work

The all-inclusive firm price for the performance of the work is in Canadian funds and does not include applicable taxes. All travel, living and other miscellaneous expenses must be included in the firm price.

### Year 2025 – OPTION YEAR #1 (April 1, 2025 to November 30, 2025 inclusive)

PART A	PART A - Basic work					
ITEM	DESCRIPTION	QUANTITY (a)	UNIT COST (\$) (b)	FIRM AMOUNT (\$) (a × b)		
2.1	Spring clean-up	1	\$	\$		
2.2-2.4	Lawn mowing and trimming (± 50,000 m <sup>2</sup> ) and trimming of lawn edges	18	\$	\$		
2.5	Lawn aeration (± 50,000 m²)	1	\$	\$		
2.6	Collection of dead leaves (as needed)	1	\$	\$		
	SUBTOTAL – YEAR 20 (excluding		\$			

### 2.1.2. Work Authorizations (additional work upon request)

The unit rate in the table below will be used to establish the cost of services in the event of changes in the firm price scope of work.

The firm unit rate for the performance of the work is all inclusive and in Canadian funds. Applicable taxes are extra. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2025 – OPTION YEAR #1 (April 1, 2025 to November 30, 2025 inclusive)						
PART E	3 - Task Authorizations (additional work up	on request)					
ITEM	DESCRIPTION	UNIT RATE (\$) ** (a)	ESTIMATED QUANTITY * (b)	TOTAL ESTIMATED PRICE (\$) (a × b)			
1	Labour (hourly rate)	\$/h	80 hours	\$			
ITEM	DESCRIPTION	RATE (a)	QUANTITY * (b)	TOTAL ESTIMATED PRICE (a × b + b)			
2	Cost markup for materials (percentage)	%	\$2000	\$			
3	3 Cost markup for subcontracting [percentage] % \$2000 \$						
	ESTIMATED SUBTOTA	\$					

\*\* IF THERE IS AN ERROR IN THE CALCULATION OF PRICES, THE FIRM RATE WILL BE USED.

3-TOTAL – YEAR 2025 – PART A + B (excluding applicable taxe	s)	\$	
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### 2.2. 2026

### 2.2.1. Firm price work

The all-inclusive firm price for the performance of the work is in Canadian funds and does not include applicable taxes. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2026 – OPTION YEAR #2 (April 1, 2026 to November 30, 2026 inclusive) PART A - Basic work					
ITEM DESCRIPTION QUANTITY (a) (b) FIRM AMOUNT (\$) (a × b)						
2.1	Spring clean-up	1	\$	\$		
2.2-2.4	Lawn mowing and trimming (± 50,000 m²) and trimming of lawn edges	18	\$	\$		
2.5	Lawn aeration (± 50,000 m²)	1	\$	\$		
2.6	2.6     Collection of dead leaves (as needed)     1     \$					
	SUBTOTAL – YEAR 202 (excluding	<b>26 – Firm price</b> applicable taxes)		\$		

### 2.2.2. Task Authorizations (additional work upon request)

The unit rate in the table below will be used to establish the cost of services in the event of changes in the firm price scope of work.

The firm unit rate for the performance of the work is all inclusive and in Canadian funds. Applicable taxes are extra. All travel, living and other miscellaneous expenses must be included in the firm price.

	Year 2026 – OPTION YEAR #2 (April 1, 2026 to November 30, 2026 inclusive)					
PART E	3 - Task authorizations (additional work upo	on request)				
ITEM	DESCRIPTION	UNIT RATE (\$) ** (a)	ESTIMATED QUANTITY * (b)	TOTAL ESTIMATED PRICE (\$) (a × b)		
1	Labour (hourly rate)	\$/h	80 hours	\$		
ITEM	DESCRIPTION	RATE (a)	QUANTITY * (b)	TOTAL ESTIMATED PRICE (a × b + b)		
2	Cost markup for materials (percentage)	%	\$2000	\$		
3	Cost markup for subcontracting (percentage)	%	\$2000	\$		
	ESTIMATED SUBTOTAL – YEAR 2026 – Task authorizations (excluding applicable taxes) \$					

\*\* IF THERE IS AN ERROR IN THE CALCULATION OF PRICES, THE FIRM RATE WILL BE USED.

4-TOTAL – YEAR 2026 – PART A + B (excluding applicable taxes)	\$

Amendment No.: 00

Contracting Authority: Lorraine Fletcher Ver.06.29.2022

Client Reference No.: 10221283

**Title:** Lawn care – Cartier-Brébeuf NHS

PRICE SUMMARY TABLE	
1-TOTAL – YEAR 2023 – PART A + B (excluding applicable taxes)	\$
2-TOTAL – YEAR 2024 – PART A + B (excluding applicable taxes)	\$
3-TOTAL – YEAR 2025 – OPTION YEAR #1 - PART A + B (excluding applicable taxes)	\$
4-TOTAL – YEAR 2026 – OPTION YEAR #2 - PART A + B (excluding applicable taxes)	\$
1 + 2 + 3 + 4 = TOTAL BID PRICE FOR EVALUATION PURPOSES (excluding applicable taxes)	\$

\* The price for optional services presented is for evaluation purposes and is not binding on Canada.

\* If there is an error in the calculation of prices, the firm unit rate will be used.

Amendment No.: 00

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

### ANNEX C

### INSURANCE REQUIREMENTS

### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

### (Contracting officers must insert the applicable options below and renumber accordingly.)

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

### For the province of Quebec, send to:

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

### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Amendment No.: 00 Title:

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

### ANNEX D

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

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

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

## Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

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

### Location of Work

Solicitation No.:	Amendment No.:	Contracting Authority:	Ver.06.29.2022
5P300-22-0124/A	00	Lorraine Fletcher	
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeu	f NHS	

### 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: \_\_\_\_\_

Client Reference No.: 10221283

Lawn care – Cartier-Brébeuf NHS

### ANNEX E TO PART 4 OF THE BID SOLICITATION

### **TECHNICAL EVALUATION**

Bidders are advised to address the criteria in the order in which they are presented, and in sufficient depth to allow for a complete evaluation. Parks Canada's evaluation will be based exclusively on the information provided in the proposal. Parks Canada may confirm information with bidders or seek clarification from them.

The mere mention of experience without supporting information to describe the responsibilities, duties and relevance to the criterion will not be deemed to demonstrate compliance with the criterion for the purposes of this evaluation.

The bidder should provide full details of where, when (month and year) and how (what activities or responsibilities) the listed skills and experience were acquired. Experience gained during studies is not considered work experience. For all work experience criteria, it must be experience acquired in a real work environment, rather than in an educational setting. Periods of internships are considered work experience as long as they relate to the required services.

It should also be noted that the months of experience listed for a project whose schedule overlaps with another referenced project will only be counted once. Example: Project 1's schedule runs from July 2001 to December 2001, while Project 2's schedule runs from October 2001 to January 2002; the total months of experience for both referenced projects is seven (7) months.

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

The mandatory criteria below are evaluated on a simple pass or fail basis. A proposal that does not meet the mandatory criteria will be considered non-compliant.

Amendment No.: 00 Contracting Authority: Lorraine Fletcher

Client Reference No.: 10221283

**Title:** Lawn care – Cartier-Brébeuf NHS

REQUIREMENT NUMBER	MANDATORY REQUIREMENTS	BID PAGE NUMBER	PASS/FAIL
M1	Bidder Experience		
	Bidders MUST have completed a <b>minimum of</b> <b>three (3) contracts</b> of a similar scope to what is required herein <b>within the last five (5) years</b> from the bid closing date.		
	<u>Similar scope means</u> : Having carried out annual landscape maintenance (spring clean-ups and lawn mowing) for lots of at least 20,000 square meter.		
	In order to demonstrate that their company has the required qualifications, bidders should provide, at least, the following information:		
	<ul> <li>Project title;</li> <li>Location of work;</li> <li>Description of the service provided, including land surface area;</li> <li>Name of the organization or client, including the name and telephone number of a contact person who can confirm the information;</li> <li>Exact dates of the project (start and end/month and year of execution).</li> </ul>		
	If the information provided is not sufficient to confirm the relevance of the completed project to the above requirements, the bid will be declared non-responsive.		

Amendment No.: 00 Contracting Authority: Lorraine Fletcher

Client Reference No.: 10221283

**Title:** Lawn care – Cartier-Brébeuf NHS

REQUIREMENT NUMBER	MANDATORY REQUIREMENTS	BID PAGE NUMBER	PASS/FAIL
M2	Minimum Equipment Requirements		
	In order to demonstrate that the contractor meets this criterion, bidders should provide the list of equipment mentioned below. This list should include the following information:		
	<ul> <li>Type of equipment;</li> <li>Quantity;</li> <li>Brand and model of equipment (data sheet if available).</li> </ul>		
	If the contractor does not have one of the equipment mentioned below, he can demonstrate that he will rent it when the need arises. He only has to provide the name of the rental company and the information of the machine he will be renting.		
	If any equipment differs from the following list, as long as the equipment proposed is equivalent to that required, Parks Canada may still consider this requirement to have been met.		
	a) <b>Three (3) rotary manual mowers</b> with a fifty (50) centimetres wide deflector.		
	b) Two (2) tractors equipped with a rotary mower* with a deflector of one hundred and twenty (120) centimetres or more, mounted at the front of the tractors.		
	c) <b>Two (2) gas-powered trimmers</b> (grass trimmers with nylon line only).		
	<ul> <li>A Two (2) metres wide aerator, tractor mounted, 3-point, (OPEN SPOON TINES).</li> </ul>		
	e) Seventy-five (75) centimetres wide portable aerator.		
	* Tractors with mowers must be equipped with low pressure tires, of the type specially designed for use on grass areas, "Floatation type", and must not exceed nine hundred (900) kilograms, unless approved by the Technical Authority.		

**Client Reference No.:** 10221283

Lawn care - Cartier-Brébeuf NHS

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

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

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

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

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

### **Supplier Information**

Supplier's Legal Name: Organizational Structure:	<ul> <li>( ) Corporate Entity</li> <li>( ) Privately Owned Corporati</li> <li>( ) Sole Proprietor</li> <li>( ) Partnership</li> </ul>	on	
Supplier's Legal Address:	Province /	Postal	

Supplier's Procurement Business Number (optional):

### List of Names

Name	Title

Solicitation No.: 5P300-22-0124/A	Amendment No.: 00	Contracting Authority: Lorraine Fletcher	Ver.06.29.2022
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébe	uf NHS	
Declaration			
l,	, (na	ame)	
	, (pos	<i>ition)</i> of	
that failing to provide the list of r disqualified for award of a contra evaluation stage, I must, within changes affecting the list of nan	est of my knowledge and names will render a bid o act or real property agree 10 working days, inform nes submitted. I am also	plier's name) declare that the ind d belief, true, accurate and comp r offer non-responsive, or I will b ement. I am aware that during the the Contracting Authority in writin aware that after contract award I g days of any changes to the list	blete. I am aware e otherwise e bid or offer ng of any I must inform the

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

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

Client Reference No.: 10221283

Title: Lawn care – Cartier-Brébeuf NHS

### ANNEX G 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 <u>Financial Administration</u> <u>Act</u>, R.S., 1985, c., F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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

Solicitation No.:	Amendment No.:	Contracting Authority:	Ver.06.29.2022
5P300-22-0124/A	00	Lorraine Fletcher	
Client Reference No.: 10221283	<b>Title:</b> Lawn care – Cartier-Brébeuf NHS	6	

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;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Solicitation No.: 5P300-22-0124/A Amendment No.: 00

Lawn care - Cartier-Brébeuf NHS

Title:

Contracting Authority: Lorraine Fletcher Ver.06.29.2022

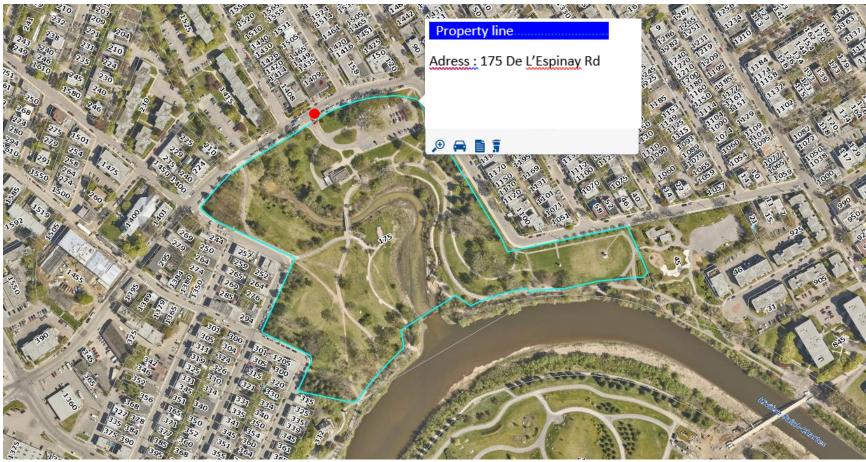
Client Reference No.: 10221283

### ANNEX H

TASK AUTHORIZATIONS

### APPENDIX 1

### MAP OF SURFACES



The boundaries are approximated. They will be determined with the contractor at the beginning of the contract.

### APPENDIX 2 CERTIFICATE OF COMPLETION OF THE WORK

### Lawn care Cartier-Brébeuf National Historic Site

Item	Description	Contractor			Parks Canada
nem	Description	Completed	Date	Signature	Signature
2.1	Spring clean-up (before May 15)				
2.2	Lawn mowing and trimming				
	3 cuts in MAY				
	4 cuts in <b>JUNE</b>				
	3 cuts in <b>JULY</b>				
	3 cuts in AUGUST				
	3 cuts in <b>SEPTEMBER</b>				
	2 cuts in <b>OCTOBER</b>				
2.3	Lawn aeration (late Sept./early October)				
2.4	Collection of dead leaves (fall)				