



**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)

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 PROPOSAL**

**Proposal to: Parks Canada Agency**

We hereby offer to sell to His Majesty the King 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  
Gatineau, Quebec

<b>Title:</b> Lawn and Landscape Maintenance at Lévis Forts National Historic Site	
<b>Solicitation No.:</b> 5P300-23-0225/A	<b>Date:</b> January 4, 2024
<b>Client Reference No.:</b> S.O.	
<b>GETS Reference No.:</b> S.O.	

<b>Solicitation Closes:</b> <b>At: 2:00 pm</b> <b>On: January 31, 2024</b>	<b>Time Zone:</b> EST (Eastern Standard time)
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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> Hélène Périard	
<b>Telephone No.:</b> 873-355-3504	<b>Email Address:</b> <a href="mailto:helene.periard@pc.gc.ca">helene.periard@pc.gc.ca</a>
<b>Destination of Goods, Services, and Construction:</b> Lévis Forts National Historic Site 41, chemin du Gouvernement, Lévis QC G6V 7B1	

**TO BE COMPLETED BY THE BIDDER**

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

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## **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 [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.

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

### **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

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

### **1.1. Security Requirements**

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 **41 chemin du Gouvernement, Lévis, QC G6V 7B1, on January 17, 2024. The site visit will begin at 10:00 EST.**

Bidders are requested to communicate with the Contracting Authority ([helene.periard@pc.gc.ca](mailto:helene.periard@pc.gc.ca)) **no later than January 16, 2024 at 2:00 pm EST 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.

### **1.5. Trade Agreement**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement (CCoFTA), Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPaFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), Canada-United Kingdom Trade Continuity (Canada-UK TCA), and the World Trade Organization-Agreement on Government Procurement (WTO-GPA).

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## **PART 2 – BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08), 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.

### **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 **1-877-588-2349**.

The only acceptable email address for responses to bid solicitations is [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca).

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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 (5) five 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

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eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4. Applicable Laws**

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

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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## **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, Basis of Payment**.

##### **3.1.1. Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III:    Certifications**

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



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1. Technical Evaluation

##### 4.1.1.1. Mandatory Technical Criteria

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

Number	Mandatory criteria
<b>M1</b>	<b>EQUIPMENT</b>  The bidder <b>must</b> provide a list of the equipment it will have available to carry out the work.  The bidder must include the <b>description</b> of the equipment, its <b>accessories</b> and its <b>year</b> of manufacture.  The contractor must have, at minimum: <ul style="list-style-type: none"><li>a) <b>Three (3) manual rotary mowers</b> with a deflector;</li><li>b) <b>Two (2) tractors equipped with rotary mowers</b> with a deflector;</li><li>c) <b>Two (2) gas-powered trimmers</b> (nylon string trimmers only);</li><li>d) <b>One (1) tractor-mounted aerator</b>, open spoon tines;</li><li>e) <b>One (1) portable aerator</b>, open spoon tines.</li></ul> <b>COMMENTS:</b>  <ol style="list-style-type: none"><li>1. <i>The tractor with a mower must be equipped with flotation low-pressure tires specifically designed for driving on grassy areas, and must not exceed nine hundred (900) kilograms, unless approved by the project authority. <b>This information must be confirmed in the proposal provided by the bidder.</b></i></li><li>2. <i>If a piece of equipment differs from the above list, as long as the proposed equipment is equivalent to what is required, Park Canada may still consider it acceptable. Equipment must be in good working order and may be inspected by Parks Canada staff before use.</i></li></ol>

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#### **4.1.2. Financial Evaluation**

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

#### **4.1.3. Basis of Selection – Mandatory Technical Criteria**

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

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1. Certifications Required with the Bid**

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

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

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

### **5.2. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

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

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

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

#### **5.2.2. Former Public Servant**

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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### **5.2.3. Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](#) 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.

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## **PART 6 – RESULTING CONTRACT CLAUSES**

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

### **6.1. Security Requirements**

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

### **6.2. Statement of Work**

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

### **6.3. Work Authorization Process – Work on demand**

#### **6.3.1. Work Authorisation**

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 Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.

#### **6.3.2. Work Authorization Process**

1. The Project Authority will provide the Contractor with a description of the work.
2. The Work Authorization (WA) 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.
3. The contractor has a period of two (2) working days to acknowledge receipt of the WA and a period of 3 to 5 working days, in accordance with the WA instruction, to carry out the work requested.
4. The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

#### **6.3.3. Canada's Obligation – Portion of the Work - Work Authorizations**

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

### **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](#) (2022-12-01), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

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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.

#### **6.4.1.1. 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.

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

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

The period of the Contract is from April 1, 2024 to March 31, 2027 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 two (2) additional one (1) year period and one (1) additional period from April 1, 2029 to November 30, 2029 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least (30) thirty 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:

Hélène Périard  
A/Advisor  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
30 Victoria Street  
Gatineau, QC J8X 0B3

Telephone: 873-355-3504

E-mail address: [helene.periard@pc.gc.ca](mailto:helene.periard@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.

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### 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: **Please provide in your submission.**

<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 \*\*\*

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Client Reference No.:  
S.O.

Title:  
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## 6.8. Payment

### 6.8.1. Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in **Annex B** for a cost of \$ \_\_\_\_\_.  
(insert the amount 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. Basis of Payment – Firm Unit Price(s) – Work Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Work Authorization (WA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in **Annex B**, as specified in the authorized WA. 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.

### 6.8.3. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_.  
Customs duties are included (insert the amount at contract award) and Applicable Taxes are extra.
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.
3. 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.
4. 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.



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#### **6.8.4. 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 divided into eight (8) monthly invoices (from April to November) based on the total firm price of the basic work for the current year in Appendix B, divided evenly;

Each invoice must be supported by:

- a) A description of the work carried out in the month covered by the invoice, as described in Appendix B;
  - b) Clear invoice numbering according to annual breakdown (e.g. invoice 1 of 8);
  - c) The contract number.
  - d) One (1) copy of the work authorization, if applicable.
  - e) A work authorization is not guaranteed work, and should not be allocated on a monthly basis, but billed separately and included once the service has been rendered.
3. Invoices must be distributed as follows:  
  
One (1) copy must be sent 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 \*\*\***.

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## 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 general conditions [2010C](#) (2022-12-01), 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** \*\*\*.

## 6.13. SACC Manual Clauses

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

[B6802C](#) (2007-11-30) Government Property

## 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.

## 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.

## ANNEX A

### STATEMENT OF WORK

# Lawn and landscape maintenance at Lévis Forts National Historic Site

Quebec City, Quebec

## ANNEX A - STATEMENT OF WORK



*Figure 1 – General view of the Lévis forts*

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## 1. GENERAL INSTRUCTIONS

### 1.1. PROJECT INFORMATION

---

Parks Canada Agency (PCA) project title                      Lawn and landscape maintenance at Lévis Forts National Historic Site

Project location    Lévis Forts National Historic Site

### 1.2. TERMS USED

---

- 1.2.1. In this Statement of Work, "Agency" and "Parks Canada" refer to Parks Canada Agency, Quebec Field Unit.
- 1.2.2. "Project authority" means the Parks Canada Technical Services Representative or his authorized representative.
- 1.2.3. "Contractor" means the company (including its personnel and agents) chosen to perform the work outlined in these specifications, in accordance with the standards, specifications, work instructions and drawings provided for this purpose.
- 1.2.4. "Scrap" means any waste from the contractor's work or present on the site such as *grass clippings, garbage, rubbish, etc.*) or volatile materials such as petroleum products (*oil, gasoline or other harmful materials*).

### 1.3. BRIEF DESCRIPTION OF THE WORK

---

The work covered by this contract consists primarily of, but is not limited to, the landscape maintenance of the Lévis Forts National Historic Site of Canada, covering an area of approximately 44,600 m<sup>2</sup>, including all grassy areas and fallow land, paved areas (roads, parking lots, sidewalks, pathways, etc.), flower beds and related structures located within the areas, as shown on the map in **Appendix I**.

- 1.3.1. Work carried out includes, but is not limited to:
  - 1.3.1.1. Spring cleanup;
  - 1.3.1.2. Lawn mowing and trimming and maintenance of trails and paved areas;
  - 1.3.1.3. Weeding of the parade ground and parking lot;
  - 1.3.1.4. Lawn edging;
  - 1.3.1.5. Lawn aeration;

- 1.3.1.6. Collection of dead leaves;
- 1.3.1.7. Mowing of fallow land.
- 1.3.2. The contract includes, without limitation, all the work described in the plans and work instructions, as well as the work necessary for the completion of the work, even if not specifically mentioned.

#### **1.4. LOCATION OF THE WORK**

---

- 1.4.1. The maps in **Appendix I** and this statement of work are complementary;
  - 1.4.1.1. The Contractor is responsible for notifying the Parks Canada project authority of any discrepancies between the documents.
- 1.4.2. The areas of lawns and landscaped grounds shown and located on the maps and work instructions are considered approximate. It is the Contractor's responsibility to verify all relevant information on site in order to take it into consideration in its bid and during the performance of the work.
- 1.4.3. The areas covered by the contract are represented by the zones identified in the legend on the map.

#### **1.5. EXAMINATION OF PREMISES**

---

- 1.5.1. The bidders must be familiar with the site, plants and facilities and shall be responsible for obtaining all information necessary for the assessment and performance of the contract. They are expected to visit the site to examine the premises and carefully review all contract documents, asking for clarification as needed. All quantities and dimensions are provided for reference purposes only. The Contractor is responsible for validating the accuracy of this information.
- 1.5.2. The Contractor must make its own assessment of the difficulties to be considered during the performance of the work. The Contractor shall have no recourse against Parks Canada or its representative if the Contractor obtains insufficient or incomplete information or misinterprets any information.

## **1.6. USE OF THE SITE**

---

- 1.6.1. The Contractor shall perform all work under the Contract in accordance with the provisions of the Canada National Parks Act.
- 1.6.2. 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.
- 1.6.3. The Contractor must comply with the 20 km/h speed limit at all times on the site. It is understood that the Contractor will have to reduce its speed below the maximum speed permitted depending on the traffic at the various sites to limit the risk of accidents and ensure, at all times, the safety of site users and employees.
- 1.6.4. All Contractor vehicles must be identified with the Contractor's name.
- 1.6.5. No loaded vehicle, machinery or equipment over the established legal limits in weight or size may travel on roads and engineering structures. In such cases, the Contractor must obtain written authorization and instructions from the project authority. However, no trucks loaded beyond the legal limits will be allowed on the roads or engineering structures.
  - 1.6.5.1. The Project Authority may require the reduction of loads and even the complete 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.

## **1.7. SUPERVISION AND SKILLED LABOUR**

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- 1.7.1. The work supervisor must be equipped with a communication system allowing contact by the Parks Canada Representative at any time during working hours (cell phone). The supervisor shall be authorized to receive, on behalf of the Contractor, orders, instructions or other communications that may be provided under this Contract.
- 1.7.2. The work supervisor must notify Parks Canada of any accident, incident or spill that causes damage or harm to Parks Canada or third-party property. It must also immediately report any injuries caused to site users.
- 1.7.3. The Contractor is responsible for assembling a skilled team to carry out the work. If the Parks Canada project authority deems that the Contractor's supervisor, operator or other representative is not sufficiently qualified to carry out the work or does not behave in an appropriate manner as described in Section 1.8, it may request that it be replaced. In such

a case, the Contractor must, to the satisfaction of the project authority, replace the withdrawn representative as soon as possible.

### **1.8. STAFF WORKING CLOTHES**

---

- 1.8.1. Any employee of the Contractor who is required to work regularly with visitors to the site must be appropriately dressed and have an irreproachable attitude towards the public. It must also be able to address visitors in the official language of their choice.
- 1.8.2. All employees must be identified with the company (shirt or vest with the company logo or name). Working shirtless is not permitted.

### **1.9. EQUIPMENT AND MATERIALS**

---

- 1.9.1. All equipment used by the Contractor must conform to the type of equipment expected for the contract and be pre-approved by the project authority.
- 1.9.2. The minimum equipment required to carry out grounds maintenance or approved equivalents includes:
  - 1.9.2.1. **Three (3) manual rotary mowers** with a deflector;
  - 1.9.2.2. **Two (2) tractors equipped with rotary mowers** with a deflector;
  - 1.9.2.3. **Two (2) gas-powered trimmers** (nylon string trimmer only);
  - 1.9.2.4. **Tractor-mounted aerator**, open spoon tines
  - 1.9.2.5. **Portable aerator**, open spoon tines
- 1.9.3. The tractor with a mower must be equipped with flotation low-pressure tires specifically designed for driving on grassy areas, and must not exceed nine hundred (900) kilograms, unless approved by the project authority.
- 1.9.4. If a piece of equipment differs from the above list, as long as the proposed equipment is equivalent to what is required, Park Canada may still consider it acceptable. Equipment must be in good working order and may be inspected by Parks Canada staff before use.

### **1.10. SAFETY MEASURES AND ENVIRONMENTAL PROTECTION**

---

- 1.10.1. The Contractor is responsible for the health and safety of its employees. All persons employed by the Contractor must wear personal protective equipment required for the work to be performed, such as: safety boots, safety glasses, hearing protection, etc.



- 1.10.2. The Contractor must carefully review the risks inherent in the various sites and will produce appropriate safety instructions on which it will train its employees. The Contractor is responsible for taking all safety measures in accordance with the highest occupational health and safety standards prescribed by the competent authorities to ensure the protection of its employees, the public and the facilities, and must ensure that they are observed at all times.
- 1.10.3. The Contractor shall not, at any time, violate any laws and regulations, including regulations of the various levels of government and all other applicable regulations in force or any other recognized organization dedicated to environmental protection.
- 1.10.4. The Contractor must carry out all work according to trade practices and the highest standards, especially with respect to good environmental and safety practices.
- 1.10.5. The Contractor must comply with all codes, standards and recommendations in force and applicable within the scope of its mandate. Safety measures for the protection of personnel and equipment, as well as fire prevention measures, must be respected at all times.
- 1.10.6. It is forbidden to dump or evacuate waste (*grass clippings, garbage, etc.*) or volatile materials such as petroleum products (*oil, gasoline or other harmful materials*) into the environment (including, but not limited to, waterways, storm or sanitary sewers or any other place that may harm the environment).
- 1.10.7. Waste materials must be disposed of outside of Parks Canada property in compliance with government regulations and any other applicable regulations. Waste materials also include, but are not limited to, hazardous materials (liquids and solids) and water containing suspended solids.
- 1.10.8. **All spills** must be reported to the Agency representative as soon as possible **AND to the Technical and Scientific Support Officer at 418-563-5890;**
- 1.10.9. When refueling on site, the Contractor must comply with the following procedures:
- 1.10.9.1. Before arriving on site, ensure that the equipment is properly adjusted, clean and free of contaminants, in good working order, free of leaks (e.g., fuel, oil or grease) and equipped with standard spark arrestors and emission control devices;
- 1.10.9.2. Store, maintain and refuel machinery on a flat surface, outside tree foliage<sup>1</sup> and permeable areas.

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<sup>1</sup> The area defined by the circumference of the plant cover, where water drips onto the Use of site and parking.

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- 1.10.9.3. Refuel on a waterproof fuel mat, with drip trays under the fuel doors, or inside a container. Leaks and spills caused by refueling must be cleaned up and reported, and contaminated materials must be disposed of appropriately. Never dispose of or deposit fuel in the environment, in a sewer or in a storm drain;
- 1.10.9.4. Make sure an emergency spill kit, including absorbent materials and berms capable of containing 110% of the largest spill that the work could cause, is available at each location where a spill may occur (areas where equipment is operated and refueling, lubrication and repair points);
- 1.10.9.5. Report spills immediately to the Parks Canada project authority, the Quebec Field Unit asset manager and the emergency contact person.
- 1.10.10. The Contractor shall have enough absorbent materials on hand for each piece of equipment that may contain spillable substances, ensuring they are readily available in case of a spill. Absorbent materials can be stored with the equipment if necessary, but must be readily accessible in case of a spill;

#### **1.11. CONTRACTOR'S RESPONSIBILITIES AND COORDINATION**

---

- 1.11.1. The Contractor shall accept full responsibility for allocating and coordinating the tasks carried out by its workforce and for the equipment required for the work to be carried out properly. The Agency shall not be liable for any damage to the Contractor's equipment or materials or any injury to its staff.
- 1.11.2. The Contractor shall never block entrances or access so as to not impede traffic or block access to buildings and Agency operations.
- 1.11.3. The Contractor shall not dispose of any debris or waste in the surrounding wilderness. The Contractor must immediately remove from the site all debris and waste resulting from the work or related to the mandate, in accordance with the laws, regulations and directives in force and applicable to waste material management.
- 1.11.4. The Contractor's work method must always prioritize site user safety.
- 1.11.5. The Contractor assumes complete liability for any damage or loss to the Agency's property (including buildings, land, etc.) while carrying out its work, whether caused by its personnel, equipment or others. It is the Contractor's responsibility to inform the Agency of any damage observed during the course of the contract.

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## **1.12. WORK SCHEDULE AND CONTRACT TERM**

---

- 1.12.1. All work performed by the Contractor shall be carried out in accordance with the schedule set out in the certificate of work performance submitted in **Appendix II** or any other date mentioned in these specifications.
- 1.12.2. The Contractor must email the Parks Canada project authority the completed certificate of work performance (**Appendix II**) after each job (cleaning, mowing, etc.), confirming the date on which the work was completed.
- 1.12.3. In the event that the weather makes lawn mowing detrimental (extreme heat and/or drought), the Contractor must contact the technical manager to get advice and recommendations on the situation. Only the project authority can authorize mowing cancellation.
- 1.12.4. Services under this contract are required between April 1 and November 30 of each year covered by this contract.

## 2. INSTRUCTIONS AND PERFORMANCE OF WORK

### 2.1. GENERAL

---

- 2.1.1. This section specifies the lawn care requirements of this mandate and in accordance with **Appendix I**.
- 2.1.2. The Contractor shall expect to clean up, in a particular way, certain areas where regular activities are held. Work involving obstructions is to be carried out at no extra cost and is to be considered an integral part of the mandate.
- 2.1.3. The work shall be done with care to keep the landscaped areas neat and tidy. **It is understood that the grounds must be cleaned up and the lawns must be mowed in hard-to-reach areas.**

### 2.2. WASTE MANAGEMENT

---

- 2.2.1. The Contractor must remove all debris, waste and other materials from the site in accordance with Section *1.10. SAFETY MEASURES AND ENVIRONMENTAL PROTECTION* of this document.
  - 2.2.1.1. It is prohibited to leave debris on the site at any time;
  - 2.2.1.2. Due to the fact that plant debris could be a vector for disease, invasive fungi or insects or undesirable plants that could harm the propagation of the land, it must, at all times, be disposed of in a duly authorized facility. Proof of disposal may be requested if required. The Contractor remains responsible for disposing of this debris.

### 2.3. SPRING CLEANUP

---

- 2.3.1. Perform spring cleaning as soon as weather and site conditions permit and complete it no later than **May 15** of each year and over the entire area covered by the contract.
- 2.3.2. Spring cleaning includes, but is not limited to;
  - 2.3.2.1. Removing all debris and litter from all areas covered by the Contract;
  - 2.3.2.2. Raking, mechanical sweeping and removal of sand, stones, paper, rubbish, tree branches and leaves and all other refuse from all surfaces (roads, parking lots, sidewalks, pathways, riprap, paved areas, lawns, fallow land, flower beds, walkways, etc.);

2.3.2.3. Weed control on all fallow land and cultivated areas at site entrances.

#### **2.4. LAWN MOWING AND TRIMMING ( $\pm 34,000 M^2$ ) AND MAINTENANCE OF PATHWAYS AND PAVED AREAS**

---

2.4.1. The Contractor shall perform all work listed in Section 2.4 at the frequency established in Section 2.4.3 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 term "cut" refers to all the work listed in Section 2.4.

2.4.2. Unless otherwise specified, the grass must be mowed to measure between six (6) centimetres and seven (7) centimetres in height.

2.4.3. **The frequency is fourteen (14) cuts per year, broken down as follows:**

- **1 cut in MAY**
- **3 cuts in JUNE**
- **3 cuts in JULY**
- **3 cuts in AUGUST**
- **2 cuts in SEPTEMBER**
- **2 cuts in OCTOBER**

2.4.3.1. This schedule is subject to change depending on weather conditions or operational requirements. Upon notice from Parks Canada, this schedule may be modified without changing the lump sum cost.

2.4.4. Clean up all lawns before each mow, including removal of garbage and litter such as rocks, paper, bottles, tree branches, etc.

2.4.5. No visible windrows must be left on lawn surfaces.

2.4.6. 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 and other surfaces. Mowed grass must not be thrown onto walls, structures, street furniture or other objects.

2.4.7. 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. The Contractor must carry out regular checks.

2.4.8. Lawns should not be mowed on rainy days and/or when the ground is wet.

2.4.9. When mowing the lawns, the grass must also be trimmed to the specified height in the following areas: fences, trees, shrubs, structures, buildings, benches, picnic tables,

garbage cans, bicycle racks, poles, lampposts and any other obstacle on the site, as well as on slopes inaccessible to a mower.

- 2.4.9.1. This work must be carried out using a gas-powered trimmer (with nylon string only).
- 2.4.10. Should mowing the lawns hinder visitor movement or cause obstructions of any kind, the Contractor must suspend operations or direct them to another area. The Contractor must maintain all the areas specified in its mandate and adjust its work method to deal with occasional obstructions.
- 2.4.11. To ensure the safety of users, the Contractor must adjust its work method to redirect or suspend its operations in the events area, as soon as organized groups arrive and/or during organized playground activities, generally between 8:00 a.m. and 2:00 p.m. on days when events are scheduled and groups are present:
  - 2.4.11.1. To facilitate the Contractor's planning, the reservation schedule typically becomes available in early May for the May to late June period, and in late June for the rest of the summer schedule;
  - 2.4.11.2. In the event that any activities interfere with the proper performance of the work, the Contractor must notify the project authority right away to remedy the situation;
  - 2.4.11.3. The events area for organized groups is shown in **Appendix I** - location map.
- 2.4.12. 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 can be accepted by Parks Canada as a result of site visitation.
- 2.4.13. At all times while mowing, the Contractor must take public safety into consideration by reducing speed and directing the projection in a safe manner for site users.
- 2.4.14. Remove all weeds covering pathways and areas paved with stone screenings, asphalt, concrete, interlocking paving stones, etc. (excluding the parade ground and parking lot in the northern part of the site). Keep them neat, tidy and free of vegetation at all times.
  - 2.4.14.1. The Contractor must only perform weeding by hand. The use of chemicals is forbidden.
  - 2.4.14.2. Special attention should be paid to the pedestrian corridor in the northwestern part of the site (connecting to the north parking lot).
- 2.4.15. Optionally, and at Parks Canada's request, the Contractor may be called upon to perform additional mowing and lawn trimming, including maintenance of pathways and paved

areas, in accordance with Section 2.4 of this document and through a work authorization (WA);

2.4.15.1. See Section 2.10. *Work authorizations (additional work) in this document.*

## **2.5. WEEDING THE PARADE GROUND ( $\pm 5,000 M^2$ ) AND THE NORTH PARKING LOT**

---

2.5.1. Weed and clear the parade ground and parking lot in the northern part of the site;

2.5.1.1. Remove all weeds growing in both areas;

2.5.1.2. The Contractor must only perform weeding by hand. The use of chemicals is forbidden.

2.5.2. **Weeding of the parade ground and parking lot in the northeastern sector must be performed three (3) times per year and must be completed before the end of the year:**

- **Mid-JUNE**
- **The first week of AUGUST**
- **The last week of SEPTEMBER**

2.5.3. Optionally, at Parks Canada's request, the Contractor may be called upon to perform additional weeding of the parade ground or north parking lot in accordance with Section 2.4 of this document and through a work authorization (WA);

2.5.3.1. See Section 2.10. *Work authorizations (additional work) in this document.*

## **2.6. LAWN EDGING ( $\pm 810$ LINEAR METRES)**

---

2.6.1. Lawn edges shall be cut vertically and perfectly straight or evenly curved, whichever is appropriate. Lawn edges must be trimmed one (1) centimetre from the paving stone when the lawn is adjacent to a surface paved with gravel, concrete, asphalt, etc.

2.6.2. **Lawn edging must be performed one (1) time per year and must be completed by:**

- **The last week of JUNE**

## **2.7. LAWN AERATION ( $\pm 34,000 M^2$ )**

---

2.7.1. Aeration is only required on mowed surfaces.

2.7.2. The Contractor must obtain approval from the Parks Canada Project Authority before proceeding with lawn aeration.

2.7.3. **Lawn aeration must be performed one (1) time per year and must be completed by:**

- **Late SEPTEMBER/early OCTOBER**

2.7.4. Lawns must be aerated using the following mechanized equipment or approved equivalents:

2.7.4.1. **Tractor-mounted aerator**, open spoon tines

2.7.4.2. **Portable aerator**, open spoon tines

2.7.5. Aeration must be carried out every fifteen (15) centimetres in both directions and must be eight (8) to thirteen (13) centimetres in depth.

**2.8. LEAF COLLECTION (ONGOING IN AUTUMN)**

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2.8.1. Collect and dispose of dead leaves from trees, shrubs and bushes on all landscaped and paved areas up to park boundaries (including non-grassy areas). Leave dead leaves in the wooded area on site.

2.8.2. Leaf litter from landscaped and paved areas must not be thrown into the wooded area.

2.8.3. **Leaves must be collected as they fall and removed from the site by the Contractor.**

**2.9. MOWING OF FALLOW LAND (9,500 M<sup>2</sup>)**

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2.9.1. Fallow land areas are identified on the map in **Appendix I**. This includes areas inside chain-link fences.

2.9.2. Cut the grass to a height of nine (9) to ten (10) centimetres.

2.9.3. **Fallow land mowing must be performed two (2) times per year and must be completed for:**

- **The last week of JUNE**
- **The first week of AUGUST**

2.9.4. Approved equipment that can be used is:

2.9.4.1. Motorized nylon string trimmers or other suitable equipment approved by the project authority.

**2.10. WORK AUTHORIZATION (ADDITIONAL WORK)**

---

2.10.1. At Parks Canada's request, work authorizations may be given to the Contractor throughout the contract for additional lawn care and landscaping work. Additional work



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must be authorized in writing by the Parks Canada project authority. No minimum amount of work is guaranteed. Supporting documents may be requested.

2.10.1.1. In this case, the Contractor must wait for receipt and approval of the work authorization by Parks Canada before starting any additional work related to it.

2.10.2. The Contractor may be required to perform additional work through a work authorization for the following work;

- **Weeding the parade ground ( $\pm 5,000 \text{ m}^2$ );**
- **Weeding of the parking lot in the northern part of the site;**
- **Additional mowing of the entire site.**

### **3. APPENDICES**

#### **3.1. APPENDIX I**

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3.1.1. Site map.

#### **3.2. APPENDIX II**

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3.2.1. Certification of work performance.

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## **ANNEX B**

### **BASIS OF PAYMENT**

#### **Financial Bid Submission Requirements**

- (a) Bidder must submit its financial bid in accordance with this Basis of Payment.
- (b) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) Total Combined Evaluated Estimated Bid Price Calculation:
  - a. For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table F.
  - b. To be considered compliant, the bidder must enter an amount in each of the boxes in the breakdown tables (sections A to F) for each year and in the condensed table in section G.

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**A. Contract Period – Year 1 - April 1, 2024 to March 31, 2025**

**A1. Required Services – Firm Unit Prices**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2024 to November 30, 2024</b>					
A1.1	Spring cleanup	By service	\$	1	\$
A1.2	Lawn mowing and trimming (± 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
A1.3	Weeding of the parade ground (±5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
A1.4	Lawn edging (± 810 linear metres)	By service	\$	1	\$
A1.5	Lawn aeration (± 34,000 m <sup>2</sup> )	By service	\$	1	\$
A1.6	Collection of dead leaves (ongoing)	Lump sum			\$
A1.7	Mowing of fallow land (± 9,500 m <sup>2</sup> )	By service	\$	2	\$
(A1)	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

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## A2. Work Authorizations – Optional Services -Firm Unit Prices

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April1, 2024 to November 30, 2024</b>					
A2.1	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
A2.2	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
A2.3	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
(A2)	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

## A3. Sub-total Evaluated Bid Price – Contract Period - Year 1 - April 1, 2024 to March 31, 2025

Item	Description	Bid Price
(A)	<b>SUB-TOTAL EVALUATED BID PRICE – Contract Period – Year 1 Sum of A1 + A2 =</b>	\$

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**B. Contract Period – Year 2 from April 1, 2025 to March 31, 2026**

**B1. Required Services – Firm Unit Prices**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2025 to November 30, 2025</b>					
<b>B1.1</b>	Spring cleanup	By service	\$	1	\$
<b>B1.2</b>	Lawn mowing and trimming (± 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
<b>B1.3</b>	Weeding of the parade ground (±5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
<b>B1.4</b>	Lawn edging (± 810 linear metres)	By service	\$	1	\$
<b>B1.5</b>	Lawn aeration (± 34,000 m <sup>2</sup> )	By service	\$	1	\$
<b>B1.6</b>	Collection of dead leaves (ongoing)	Lump sum			\$
<b>B1.7</b>	Mowing of fallow land (± 9,500 m <sup>2</sup> )	By service	\$	2	\$
<b>(B1)</b>	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

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**B2. Work Authorizations – Optional Services -Firm Unit Prices**

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April1, 2025 to November 30, 2025</b>					
B2.1	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
B2.2	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
B2.3	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
(B2)	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

**B3. Sub-total Evaluated Bid Price – Contract Period - Year 2 - April 1, 2025 to March 31, 2026**

Item	Description	Bid Price
(B)	<b>SUB-TOTAL EVALUATED BID PRICE – Contract Period – Year 2 Sum of B1 + B2 =</b>	\$

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**C. Contract Period – Year 3 - April 1, 2026 to March 31, 2027**

**C1. Required Services – Firm Unit Prices**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2026 to November 30, 2026</b>					
C1.1	Spring cleanup	By service	\$	1	\$
C1.2	Lawn mowing and trimming ( $\pm$ 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
C1.3	Weeding of the parade ground ( $\pm$ 5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
C1.4	Lawn edging ( $\pm$ 810 linear metres)	By service	\$	1	\$
C1.5	Lawn aeration ( $\pm$ 34,000 m <sup>2</sup> )	By service	\$	1	\$
C1.6	Collection of dead leaves (ongoing)	Lump sum			\$
C1.7	Mowing of fallow land ( $\pm$ 9,500 m <sup>2</sup> )	By service	\$	2	\$
(C1)	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

Solicitation No.:  
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**C2. Work Authorizations – Optional Services -Firm Unit Prices**

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April1, 2026 to November 30, 2026</b>					
<b>C2.1</b>	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
<b>C2.2</b>	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
<b>C2.3</b>	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
<b>(C2)</b>	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

**C3. Sub-total Evaluated Bid Price – Contract Period - Year 3 - April 1, 2026 to March 31, 2027**

Item	Description	Bid Price
<b>(C)</b>	<b>SUB-TOTAL EVALUATED BID PRICE – Contract Period – Year 3 Sum of C1 + C2 =</b>	\$



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**D. Option Period 1 – April 1, 2027 to March 31, 2028**

**D1. Required Services – Firm Unit Price(s)**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2027 to November, 2027</b>					
D1.1	Spring cleanup	By service	\$	1	\$
D1.2	Lawn mowing and trimming ( $\pm$ 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
D1.3	Weeding of the parade ground ( $\pm$ 5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
D1.4	Lawn edging ( $\pm$ 810 linear metres)	By service	\$	1	\$
D1.5	Lawn aeration ( $\pm$ 34,000 m <sup>2</sup> )	By service	\$	1	\$
D1.6	Collection of dead leaves (ongoing)	Lump sum			\$
D1.7	Mowing of fallow land ( $\pm$ 9,500 m <sup>2</sup> )	By service	\$	2	\$
(D1)	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

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## D2. Work Authorizations – Optional Services -Firm Unit Prices

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of Annex A – *Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April 1, 2027 to November 30, 2027</b>					
D2.1	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
D2.2	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
D2.3	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
(D2)	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

## D3. Sub-total Evaluated Bid Price – Option Period 1 - April 1, 2027 to March 31, 2028

Item	Description	Bid Price
(D)	<b>SUB-TOTAL EVALUATED BID PRICE – Option Period 1 Sum of D1 + D2 =</b>	\$

Solicitation No.:  
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**E. Option Period 2 – April 1, 2028 to March 31, 2029**

**E1. Required Services – Firm Unit Price(s)**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2028 to November 30, 2028</b>					
E1.1	Spring cleanup	By service	\$	1	\$
E1.2	Lawn mowing and trimming ( $\pm$ 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
E1.3	Weeding of the parade ground ( $\pm$ 5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
E1.4	Lawn edging ( $\pm$ 810 linear metres)	By service	\$	1	\$
E1.5	Lawn aeration ( $\pm$ 34,000 m <sup>2</sup> )	By service	\$	1	\$
E1.6	Collection of dead leaves (ongoing)	Lump sum			\$
E1.7	Mowing of fallow land ( $\pm$ 9,500 m <sup>2</sup> )	By service	\$	2	\$
(E1)	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

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## E2. Work Authorizations – Optional Services -Firm Unit Prices

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April1, 2028 to November 30, 2028</b>					
E2.1	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
E2.2	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
E2.3	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
(E2)	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

## E3. Sub-total Evaluated Bid Price – Option Period 2 - April1, 2027 to March 31, 2028

Item	Description	Bid Price
(E)	<b>SUB-TOTAL EVALUATED BID PRICE – Option Period 2 Sum of E1 + E2 =</b>	\$

Solicitation No.:  
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**F. Option Period 3 – April 1, 2029 to November 30, 2029**

**F1. Required Services – Firm Unit Price(s)**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Required Services from April 1, 2029 to November 30, 2029</b>					
F1.1	Spring cleanup	By service	\$	1	\$
F1.2	Lawn mowing and trimming ( $\pm$ 34,000 m <sup>2</sup> ) and maintenance of pathways and paved areas	By service	\$	14	\$
F1.3	Weeding of the parade ground ( $\pm$ 5,000 m <sup>2</sup> ) and parking lot in the northern part of the site	By service	\$	3	\$
F1.4	Lawn edging ( $\pm$ 810 linear metres)	By service	\$	1	\$
F1.5	Lawn aeration ( $\pm$ 34,000 m <sup>2</sup> )	By service	\$	1	\$
F1.6	Collection of dead leaves (ongoing)	Lump sum			\$
F1.7	Mowing of fallow land ( $\pm$ 9,500 m <sup>2</sup> )	By service	\$	2	\$
(F1)	<b>SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)</b>				\$

Solicitation No.:  
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## F2. Work Authorizations – Optional Services -Firm Unit Prices

For Section 2.10 Work authorizations of Annex A – Statement of Work:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a *firm unit prices* in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
<b>Optional Services from April1, 2029 to November 30, 2029</b>					
F2.1	Weeding of the parade ground (± 5,000 m <sup>2</sup> )	By service	\$	1	\$
F2.2	Weeding of the parking lot in the northern part of the site	By service	\$	1	\$
F2.3	Lawn mowing and trimming (± 34,000 m <sup>2</sup> )	By service	\$	2	\$
(F2)	<b>TOTAL FIRM UNIT PRICE(S) - OPTIONAL SERVICES Sum of Extended Total(s)</b>				\$

## F3. Sub-total Evaluated Bid Price – Option Period 3 - April 1, 2029 to November 30, 2029

Item	Description	Bid Price
(F)	<b>SUB-TOTAL EVALUATED BID PRICE – Option Period 3 Sum of F1 + F2 =</b>	\$

Solicitation No.:  
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**G. Total Evaluated Bid Price**

Item	Description	Bid Price
(A)	<b>Contract Period – Year 1 - April 1, 2024 to March 31, 2025</b> (Required services from April 1, 2024 to November 30, 2024) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(B)	<b>Contract Period – Year 2 - April 1, 2025 to March, 2026</b> (Required services from April 1, 2025 to November 30, 2025) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(C)	<b>Contract Period – Year 3 - April 1, 2026 to March, 2027</b> (Required services from April 1, 2026 to November 30, 2026) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(D)	<b>Option Period 1 – April 1, 2027 to March 31, 2028</b> (Required services from April 1, 2027 to November 30, 2027) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(E)	<b>Option Period 2 – April 1, 2028 to March 31, 2029</b> (Required services from April 1, 2028 to November 30, 2028) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(F)	<b>Option Period 3 – April 1, 2029 to November 30, 2029</b> (Required services from April 1, 2029 to November 30, 2029) <b>SUB-TOTAL EVALUATED BID PRICE</b>	\$
(G)	<b>TOTAL EVALUATED BID PRICE</b> Sum of Bid Price(s)	\$

**Notes:**

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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## ANNEX C

### INSURANCE REQUIREMENTS – Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
  - 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



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## ANNEX D

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

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

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

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

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

<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:** \_\_\_\_\_

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## ANNEX E TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

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

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

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

#### Supplier Information

<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>		

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**List of Names**

Name	Title

**Declaration**

I, \_\_\_\_\_, **(name)**  
\_\_\_\_\_, **(position)** of

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

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

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

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## ANNEX F TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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

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### **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 published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g)** number and amount (professional fees) of other contracts subject to the restrictions of a work force