



**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  
 Cornwall, ON

<b>Title:</b> Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS	
<b>Solicitation No.:</b> 5P300-23-0242/A	<b>Date:</b> February 9, 2024
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At:</b> 2:00pm <b>On:</b> March 6, 2024	<b>Time Zone:</b> EST
--	--------------------------

<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
<b>Address Enquiries to:</b> Julianne Cox
<b>Telephone No.:</b> 343-585-1324
<b>Email Address:</b> <a href="mailto:julianne.cox@pc.gc.ca">julianne.cox@pc.gc.ca</a>
<b>Destination of Goods, Services, and Construction:</b> Parks Canada - See Herein

**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>

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- 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 [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca) will not be accepted.

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

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

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

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

#### **Direct Deposit**

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

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

## TABLE OF CONTENTS

<b>PART 1 – INFORMATION AND INSTRUCTIONS</b> .....	<b>5</b>
1.1. SECURITY REQUIREMENTS .....	5
1.2. STATEMENT OF WORK .....	5
1.3. DEBRIEFINGS.....	5
<b>PART 2 – BIDDER INSTRUCTIONS</b> .....	<b>6</b>
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	6
2.2. SUBMISSION OF BIDS .....	6
2.3. ENQUIRIES – BID SOLICITATION .....	6
2.4. APPLICABLE LAWS .....	7
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 – BID PREPARATION INSTRUCTIONS</b> .....	<b>8</b>
3.1. BID PREPARATION INSTRUCTIONS.....	8
<b>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>9</b>
4.1. EVALUATION PROCEDURES .....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>10</b>
5.1. CERTIFICATIONS REQUIRED WITH THE BID.....	10
5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	10
<b>PART 6 – RESULTING CONTRACT CLAUSES</b> .....	<b>12</b>
6.1. SECURITY REQUIREMENTS .....	12
6.2. STATEMENT OF WORK .....	12
6.3. STANDARD CLAUSES AND CONDITIONS .....	13
6.4. TERM OF CONTRACT .....	13
6.5. AUTHORITIES.....	14
6.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
6.7. PAYMENT .....	15
6.8. INVOICING INSTRUCTIONS.....	16
6.9. CERTIFICATIONS AND ADDITIONAL INFORMATION .....	16
6.10. APPLICABLE LAWS .....	16
6.11. PRIORITY OF DOCUMENTS.....	17
6.12. GOVERNMENT SITE REGULATIONS.....	17
6.13. GOVERNMENT PROPERTY .....	17
6.14. INSURANCE REQUIREMENTS.....	17
6.15. INSPECTION AND ACCEPTANCE.....	17
<b>ANNEX A</b> .....	<b>18</b>
STATEMENT OF WORK .....	18
<b>APPENDIX 1 TO ANNEX A</b> .....	<b>26</b>
<b>ANNEX B</b> .....	<b>27</b>
BASIS OF PAYMENT .....	27
<b>ANNEX C</b> .....	<b>36</b>
INSURANCE REQUIREMENTS.....	36
<b>ANNEX D TASK AUTHORIZATION</b> .....	<b>38</b>

---

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

<b>ANNEX E .....</b>	<b>39</b>
ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	39
<b>ANNEX F TO PART 4 OD THE BID SOLICITATION .....</b>	<b>41</b>
<b>ANNEX G TO PART 5 OF THE BID SOLICITATION .....</b>	<b>43</b>
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM .....	43
<b>ANNEX H TO PART 5 OF THE BID SOLICITATION .....</b>	<b>45</b>
FORMER PUBLIC SERVANT .....	45
<b>ANNEX I TO PART 5 OF THE BID SOLICITATION.....</b>	<b>47</b>
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	47

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

## **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. 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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- 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 [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 1-877-558-2349.

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

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

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

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

### **2.3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) business 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

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

## **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.

#### **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.



**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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

#### **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**

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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

### **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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the information requested at **Annex I to Part 5 of the Bid Solicitation** prior to contract award. If the Bidder is a Joint Venture, the Bidder must provide the information requested for each member of the Joint Venture.

### **5.2.4. Additional Certifications Prior to Contract Award**

#### **5.2.4.1. Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.4.2. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

## PART 6 – RESULTING CONTRACT CLAUSES

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

### 6.1. Security Requirements

There are **NO SECURITY REQUIREMENTS** as long as the contractor has no access to protected or classified information or sensitive assets\* and is treated as a visitor and **MUST BE escorted at all times** if work must be performed inside operational zones or restricted non-public areas such as PCA compounds or buildings.

*\*Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.*

The contractor/vendor's personnel as well as their subcontractors **MUST NOT** remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

### 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

*Task Authorization:*

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:*

- 6.2.1.1.** The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in **Annex D**.
- 6.2.1.2.** 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.
- 6.2.1.3.** The Contractor must provide the Project Authority, within 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.
- 6.2.1.4.** 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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

### **6.2.2. Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of **\$24,999.99**, including applicable taxes and any revisions.

Task authorizations exceeding this limit must be authorized by the Project Manager and the Contracting Authority before being issued.

### **6.2.3. 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### **6.3.1. General Conditions**

[2010C](#) (2022-12-01), 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.

#### **6.3.1.1. 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.

## **6.4. Term of Contract**

### **6.4.1. Period of the Contract**

The period of the Contract is from April 1, 2024, to March 31, 2026 inclusive.

The work is to be performed from April 1 to November 30 each year.

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) 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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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:

Julianne Cox  
Contracting Officer  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Cornwall, ON

Telephone: 343-585-1324

E-mail address: [julianne.cox@pc.gc.ca](mailto:julianne.cox@pc.gc.ca)

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

### **6.5.2. 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.

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

### 6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is: *\*submit with bid\**

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

### 6.6. 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 Unit Price

For the work described in Annex A- Statement of Work, with the exception of section 2.2:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are excluded, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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

For the work described in Annex A under section 2.2- Work on request.

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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. Monthly Payments**

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**

**6.8.1.** 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.

Each invoice must be supported by:

- a. a copy of the approved task authorization, if applicable.

**6.8.2.** Invoices must be distributed as follows:

- a. One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

### **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.

#### **6.9.2. Federal Contractors Program for Employment Equity – Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.10. Applicable Laws**



**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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

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

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

- (a) The Articles of Agreement;
- (b) The general conditions [2010C](#), (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, Task Authorization;
- (g) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (h) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

#### **6.12. Government Site Regulations**

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

#### **6.13. Government Property**

Government Property must be used only for the purpose of performing the Contract.

#### **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

#### 1. DEFINITIONS

- 1.1 In these instructions, "**Parks Canada**" means the Parks Canada Agency (Quebec Waterways).
- 1.2 "**Agency Representative**" refers to the Parks Canada technical services representative or his/her authorized representative(s).
- 1.3 "**Contractor**" refers to the company selected to perform all the work described herein, according to the instructions and maps provided for this purpose.
- 1.4 "**Normal working hours**" are 8:30 a.m. to 4:30 p.m., Monday to Friday.
- 1.5 Words, expressions and abbreviations with known technical or professional meaning shall be understood to have such meaning in these instructions and these drawings.

#### 2. SUMMARY DESCRIPTION OF THE WORK

2.1 The work to be performed under this contract includes, but is not limited to, the removal of garbage and litter (grounds and garbage bins) and the maintenance of the lawns and landscaped grounds of the Lachine Canal National Historic Site of Canada, located in Montréal, Quebec, including: all grassed and fallow areas.

2.2 Specifically, the work includes:

##### Planned work:

- a) Spring cleanup
- b) Lawn mowing and trimming
- c) Mowing of fallow land
- d) Garbage and litter collection (grounds and garbage bins)

##### Work on request

- e) Labour (hourly rate), during normal working hours, for mowing and trimming lawns in one or more areas.
- f) Labour, during normal working hours, for mowing fallow land (even terrain).
- g) Labour, during normal working hours, for mowing fallow land (steep slopes).
- h) Labour, during normal working hours, for garbage and litter collection.
- i) Labour, during normal working hours, for oversized garbage collection.
- j) Lawn mowing and trimming of all areas shown on maps (firm unit price).

2.3 As a whole, the contract includes all the work described in the maps and work instructions as well as any work required for the work to be done properly and be completed, even if not specifically mentioned.

2.4 The Contractor must expect to modify its work schedule at locations where organized activities are held, at no extra charge. These changes will be communicated to the Contractor within a reasonable period of time, either verbally or in writing, as the case

may be. (For example, this may include mowing a particular area on a day other than the one scheduled because of an event.)

- 2.5 The work must be done with care to keep the landscaped areas very neat and tidy. Each of the activities described below shall be performed on an ongoing basis and completed within a reasonable period of time. It is understood that the grounds must be maintained and the lawns must be mowed in hard-to-reach areas.
- 2.6 Lawn and fallow land areas may be reduced or increased during the term of this Contract on a permanent or temporary basis with an equivalent cost adjustment. (For example, this may include an area that is inaccessible due to a construction site and/or subleased areas or lots.)
- 2.7 The Contractor shall ensure compliance with standard BNQ 0605-200 or its most recent version for arboreal and horticultural maintenance work.
- 2.8 The Contractor undertakes to provide at its own cost and expense all permits, certificates, licences, authorizations and fees required by applicable legislation, codes and regulations.
- 2.9 The Contractor is responsible for quality control of its work and for ensuring compliance with the conditions and requirements of this statement of work. Any work that does not comply with the conditions and requirements will not be paid for.

### **3.0 MAPS**

- 3.1 The attached maps, *5P300-23-0242\_Map\_Lawn-grounds maintenance and garbage collection* (26 pages) inclusively and these instructions are complementary.
- 3.2 The areas of lawns and landscaped grounds shown and located on the maps and instructions are considered approximate. It is the Contractor's responsibility to verify all relevant information on site.
- 3.3 The landscaped grounds to be maintained, covered by this contract, are located on either side of the Lachine Canal, between the waters of said canal and the Parks Canada property line and municipal street curbs. The different areas are represented by different shaded zones on the plans.

### **4.0 USE OF THE SITE**

- 4.1 The Contractor shall perform all work under the Contract in accordance with the provisions of the *Canada National Parks Act*.
- 4.2 The Contractor shall comply with all federal, provincial and municipal laws and regulations that may apply to the work and, in particular, with the provisions of the Canadian Environmental Protection Act and the regulations and directives issued under that Act.
- 4.3 The Contractor must ensure that only the minimum number of vehicles required arrive on site. Vehicles must be identified, have emergency lights and a flashing beacon at all times, and must limit their speed on the trail to 10 km/h and stop when crossing with trail users.

- 4.4** The Contractor may not store materials, equipment or vehicles on the grounds to be maintained, unless prior authorization has been obtained from the Agency Representative. In such cases, Parks Canada will not ensure the security of materials, equipment or vehicles.
- 4.5** The Contractor shall not drive on the roads and structures any loaded vehicle, machinery or equipment whose weight and size exceed the specified legal limits, without written permission and instructions from the Engineer. (See maps for locations of access roads, pedestrian pathways and vehicle-accessible pathways.)
- 4.6** No vehicles will be allowed to drive around the bollards or on the lawns when accessing the site. The Contractor must remove the removable bollards, drive on the path provided for this purpose and put the removable bollards back in place after its vehicle(s) have passed. The number of the combination padlock will be provided to the Contractor once the contract is signed.
- 4.7** The Agency Representative may require the reduction of loads and even the complete or temporary suspension of transport on roads or engineering structures if he or she deems that such transport, due to existing unfavourable conditions, may damage any part of the roads or engineering structures.

## **5.0 EQUIPMENT, MATERIALS AND LABOUR**

- 5.1** All materials and equipment used by the Contractor shall be in good working order and comply with all federal, provincial and municipal laws and regulations that may apply to their use.
- 5.2** Considering that accessibility may be difficult on certain steep slopes when cutting grass on fallow land, it is advisable for the Contractor to use adapted equipment, such as: a tractor equipped with an extendable arm mounted with a mower and/or any other safe methods.
- 5.3** The Contractor shall also ensure that it has sufficient equipment to compensate for any equipment breakdowns and for the work to be completed within the prescribed time frame.
- 5.4** Flail mowers and swathers are not permitted for lawn care and fallow land maintenance, nor are mowers mounted underneath tractors.
- 5.5** Tractors 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 Agency Representative.
- 5.6** The Contractor shall ensure that it has sufficient qualified labour to operate the various equipment and for the work to be completed within the prescribed time frame.
- 5.7** All persons employed by the Contractor must be suitably and appropriately dressed and wear the personal protective equipment required for the work to be performed, such as: safety boots, helmets, safety goggles, gloves, etc. Vests must be worn at all times by all the bidder's employees or contractors.
- 5.8** The Contractor's employees must be courteous at all times.
- 5.9** If applicable, use environmentally-friendly products.

## **6.0 CERTIFICATION OF WORK PERFORMANCE (WEEKLY)**

- 6.1** The Contractor shall complete the weekly certificate of work performance for each item on the sheet or each unit on that sheet. (Parks Canada form for this purpose - see Schedule I) At the end of the month, this certificate must be countersigned by the Contractor and the Parks Canada foreman and attached to the monthly invoice.

## **7.0 ENVIRONMENTAL PROTECTION**

- 7.1** It is prohibited to dispose of waste (cut grass, trash, etc.) or volatile materials such as petroleum products (oil, gasoline, etc.) by dumping them into waterways, storm sewers, sanitary sewers or any other place that could harm the environment.
- 7.2** The Contractor must ensure compliance with municipal regulations regarding noise and hours of work.
- 7.3** Adequate protection must be provided by the Contractor to prevent any debris from entering the canal or any damage to Parks Canada equipment.
- 7.4** The Contractor shall ensure that it has a communication protocol and an oil spill kit in the event of an accidental spill.

## **8.0 SAFETY**

- 8.1** The Contractor must take steps to ensure the safety of people on site. It shall preferably perform the work specified in these instructions at times when the sites are not busy.
- 8.2** The Contractor is responsible for ensuring that all Occupational Health and Safety provisions are complied with.
- 8.3** If an incident occurs during the work, the Contractor must, during normal business hours, immediately contact the area foreman to ensure effective coordination with Parks Canada for emergency response and media coverage. If an incident occurs outside normal business hours, the Contractor shall immediately contact Parks Canada's Emergency Dispatch Service at 1 888 762-1422 to ensure effective coordination of emergency response and media coverage.

## **9.0 SPRING CLEANUP**

- 9.1** The Contractor shall carry out the spring cleanup as soon as weather and site conditions permit and complete it no later than APRIL 15 each year.
- 9.2** The Contractor shall notify the Agency Representative and the area foreman by email one (1) week prior to the start of the spring cleanup work.
- 9.3** The Contractor shall remove all debris and litter from all areas covered by the contract, including the banks of the Canal, up to the water line. All litter and waste collected must be removed from the site and must not remain onsite under any circumstances.
- 9.4** The Contractor shall rake, sweep and remove sand, abrasive materials, stones, paper, trash, tree branches and leaves and other garbage from roads, tunnels and tunnel drains, parking lots, sidewalks, pathways, riprap, paved areas, lawns, fallow land, flower beds, walkways, canal banks, docks, lock areas, concrete bases for picnic tables, historical remains and other various structures.

**9.5** Parks Canada may issue special instructions or priorities for starting spring cleanup with certain areas and/or surfaces.

## **10.0 LAWN MOWING AND TRIMMING**

**10.1** The lawns landscaped grounds to be maintained, covered by this contract, are located on either side of the Lachine Canal, between the waters of said canal and the Parks Canada property line and municipal street curbs. The various areas are indicated on the maps.

**10.2** Carry out work at the frequency established during the growing season, as instructed by the Agency Representative (see section 10.4 below). The work must be uninterrupted and completed within the established five (5) working days, namely Monday to Friday.

**10.3** Unless otherwise specified, the grass shall be mowed to measure between (6) and seven (7) centimetres in height.

**10.4** An estimated seventeen (17) grass cuts are planned and can be broken down as follows as needed:  
On request in April (early spring)

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

**10.5** Upon notice from the Agency Representative, the established frequency may be modified without changing the unit cost. The Contractor shall obtain the written approval of the Agency Representative prior to any additional mowing, otherwise no compensation will be paid.

**10.6** Clean up all lawns before any mowing, including removing all garbage and litter, such as rocks, paper, bottles, broken glass or tree branches, animal droppings, etc.

**10.7** No visible windrows must be left on lawn surfaces.

**10.8** Sweep up and immediately remove any accumulation of mowed grass that is obstructing asphalt or concrete areas, areas covered with stone screenings, flower beds, fallow land, riprap, the bases of furniture and other surfaces. Mowed grass must not be thrown into the canal.

**10.9** 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. A check may be conducted by the Agency Representative.

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

**10.11** For each instance of mowing, cut the grass to the indicated height at the following locations:

Near: fences, trees, structures, buildings, benches, picnic tables, garbage cans, bicycle racks, posts, lamp posts, flagpoles, banks, escarpments, riprap areas cultivated flower beds and any other obstacles on the premises, as well as on slopes that are inaccessible with a lawnmower. This work will be carried out using a gasoline-powered trimmer (with nylon string only) equipped with active safety devices, including a deflector.

- 10.12** Should mowing the lawns hinder visitor movement or cause obstructions of any kind, the Contractor shall temporarily suspend operations or direct them to another area.
- 10.13** When mowing the lawns, the Contractor must consider the number of visitors that are on the site at any given time, and no additional claims for fees will be sent to Parks Canada as a result of the use of the site.
- 10.14** At all times while mowing the lawns, the Contractor shall take public safety into consideration by reducing speed and directing mower clippings in a safe manner for site users.
- 10.15** The Contractor shall account for the possible presence of problematic species (notably ragweed, poison ivy, giant hogweed and nettle) in its evaluation and method for mowing and trimming lawns along the banks. It will also have to carry out work on non-infested sites before moving on to infested sites, and will have to ensure that its machinery or equipment is free of invasive alien species before moving on to new sites. The Contractor shall clean its machinery before entering and leaving lands managed by Parks Canada.

## **11.0 MOWING OF FALLOW LAND (EVEN TERRAIN)**

- 11.1** Areas to be mowed on fallow land (even terrain) are identified and located on the maps. The Contractor shall notify the Agency Representative and the area foreman by email one (1) week prior to the start of work.
- 11.2** Cut the grass to a height of nine (9) to ten (10) centimetres.
- 11.3** One (1) cut is scheduled for October each year.
- 11.4** Upon notice from the Agency Representative, the established frequency of mowing for fallow land (even terrain) may be modified, without changing the unit costs.
- 11.5** Fallow land may be mowed only using nylon string trimmers. At certain locations, selective cutting will be determined by the Agency Representative to conserve certain plants.
- 11.6** The Contractor must take account of the possible presence of problematic vegetation (in particular ragweed, poison ivy, giant hogweed and nettle) in its evaluation and method for mowing the fallow land. Wearing appropriate protective equipment is recommended. The Contractor and its employees must be able to recognize this type of plants.
- 11.7** The Contractor shall make arrangements with the companies concerned for access to the bottom of slopes for areas near their property.

## **12.0 MOWING OF FALLOW LAND (STEEP SLOPES)**

**12.1** Areas to be mowed on fallow land (steep slopes) are identified and located on the maps. The Contractor shall notify the Agency Representative and the area foreman by email one (1) week prior to the start of work.

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

One (1) cut is planned in October of each year at the locations identified on the following maps:

- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 page 3 (Lock and weir #5)
- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 page 5 (between lamp posts M19 and M24)
- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 pages 7 to 8 (between lampposts L14 and L29)
- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 pages 11 to 14 (between lamp posts K6 and H6)
- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 page 23 (between lamp posts BP18 and B14)
- 5P300-23-0242\_Maintenance\_Plan 2023-11-03 pages 25 and 26 (Bank Esplanade Old Port)

**12.3** Upon notice from the Agency Representative, the established frequency of mowing for fallow land (steep slope) may be modified, without changing the unit costs.

**12.4** Mowing of fallow land will be carried out only with nylon string trimmers and appropriate equipment for steep slopes. Considering that accessibility may be difficult on certain steep slopes when cutting grass, it is advisable for the Contractor to use adapted equipment, such as: a tractor equipped with an extendable arm mounted with a mower and/or any other safe methods. At certain locations, selective cutting will be determined by the Agency Representative to conserve certain plants.

**12.5** The Contractor must take account of the possible presence of invasive species (in particular ragweed, poison ivy, giant hogweed and nettle) in its evaluation and method for mowing the fallow land. Wearing appropriate protective equipment is recommended. The Contractor and its employees must be able to recognize this type of plants.

**12.6** The Contractor shall make arrangements with the companies concerned for access to the bottom of slopes for areas near their property.

## **13.0 GARBAGE AND LITTER COLLECTION**

### **13.1 REGULAR COLLECTIONS**

**13.1.1** Pick up all garbage and litter of any kind (e.g., stones, paper, trash, animal droppings, broken glass, tree branches and other waste), wherever it may come from, from all areas covered by this contract, including the banks up to the water line (except for garbage and litter from work done by Parks Canada employees or other contractors and except in case of disaster).

**13.1.2** The bike path shall be cleaned and swept as needed to keep it clean and safe at all times during the contract period.

**13.1.3** At any time during the term of this contract, garbage collection work may be suspended and/or the frequency of collection may be increased or reduced according to the direction that the Parks Canada Agency intends to take for the management of waste materials on its various sites, without changing the unit costs.



**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

**13.1.4** The Contractor must supply polythene bags for cylindrical garbage bins, measuring 35" x 50". For Rubbermaid plastic garbage bins or square 22"x22"x18" bins, the Contractor may choose the type of bag based on collection method.

**13.1.5** Empty all garbage bins and dispose of waste off-site. Perform this work at the frequencies described below.

**13.1.6** **Frequency** (above sections):  
Collections shall made before noon.  
Periods:

April 1 to November 30, 2024  
April 1 to November 30, 2025  
April 1 to November 30, 2026 (1st option year)  
April 1 to November 30, 2027 (2nd option year)  
April 1 to November 30, 2028 (3rd option year)

The approximate number of garbage bins on site is:  $\pm$  85.

**TUESDAY, THURSDAY, SATURDAY AND SUNDAY and HOLIDAYS**

## **13.2** **ADDITIONAL COLLECTIONS**

**13.2.1** Under the same conditions as 13.1 REGULAR COLLECTION, this section will cover only the Pitt Park to Mill Bridge areas. Perform this work at the frequencies described below.

**13.2.2** **Frequency** (above sections):

All **MONDAYS**

Periods:

May 15 to October 15, 2024  
May 15 to October 15, 2025  
May 15 to October 15, 2026 (1st option year)  
May 15 to October 15, 2027 (2nd option year)  
May 15 to October 15, 2028 (3rd option year)

The approximate number of garbage bins on site is:  $\pm$  85.

## **14. WORK ON REQUEST**

**14.1** On request, mow and trim lawns, fallow land (even terrain), fallow land (steep slopes), collect garbage and litter and collect oversized garbage.

**14.2** The request will be made via task authorization and will comply with the terms and conditions set out in the attached basis of payment.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

## APPENDIX 1 TO ANNEX A

### Appendix Items

The following appendices are enclosed as separate attachments.

- EN\_FR\_APPENDIX I\_5P300-23-0242\_Plan\_Entretien 2023-11-03 (pdf)
- EN\_APPENDIX II-CLAC-CS-2024-01\_Appendice 2\_ Attestation hebdomadaire (pdf)

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## ANNEX B

### BASIS OF PAYMENT

#### Financial bid submission requirements

- (a) Prices must appear only in the financial bid. No price must be indicated in any other section of the bid.
- (b) Bidders must submit their financial bid in accordance with this basis of payment.
- (c) The bid must be presented in Canadian dollars, excluding applicable taxes, FOB destination, Canadian customs duties and excise taxes.
- (d) Total price calculation of the combined assessed bid:
  - a. For assessment purposes, the assessed bid price will be the combined total of tables A to E.

#### **A. Contract period – Year 1 – April 1, 2024, to March 31, 2025**

##### **A1. Required Services - Firm unit price(s)**

Provided the Contractor satisfactorily fulfils all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
A.1.1	Work period: April 1, 2024 to November 30, 2024 – in accordance with the statement of work	Per month	\$	8	\$
(A1)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

##### **A2.1. Work on request – Task authorizations – Labour**

The Contractor will be paid for hours actually worked at the firm hourly rates indicated below. The Contractor will be paid a minimum amount for the first half-hour, calculated from the time the Contractor's technician arrives on site. Any additional billable time in excess of the first half-hour will be rounded up to the nearest quarter-hour.

Item no.	Description	Measurement Unit	Firm hourly rate (a)	Estimated number (b)	Calculated total = a x b
A2.1.1	Labour for mowing and trimming lawns in one or more areas.	Per hour	\$	40	\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

<b>A2.1.2</b>	Labour – for mowing fallow land (even terrain)	Per hour	\$	40	\$
<b>A2.1.3</b>	Labour – for mowing fallow land (steep slopes)	Per hour	\$	40	\$
<b>A2.1.4</b>	Labour – for garbage and litter collection	Per hour	\$	40	\$
<b>A2.1.5</b>	Labour – for oversized garbage collection.	Per hour	\$	40	\$
<b>(A2.1)</b>	<b>TOTAL LABOUR COSTS</b> Sum of total(s) calculated				\$

**A2.2. Work on request – Task authorizations – Firm unit prices**

Provided the Contractor satisfactorily fulfils all of its obligations in the task authorization, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
<b>A2.2.1</b>	Lawn mowing and trimming of all areas shown on maps	Per cut and trim	\$	2	\$
<b>(A2.2.)</b>	<b>TOTAL FIRM UNIT PRICE(S)</b> Sum of total(s) calculated				\$

**A3. Sub-total of assessed bid – Contract period – Year 1 – March 1, 2024 to February 28, 2025**

Item	Description	Bid price
<b>(A)</b>	<b>ASSESSED BID SUBTOTAL – Contract period – Year 1</b> Sum of A1 + A2.1. + A 2.2. =	\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

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

**B1. Required Services- Firm unit price(s)**

Provided the Contractor satisfactorily fulfils all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
B1.1	Work period: April 1, 2025 to November 30, 2025 – in accordance with the statement of work	Per month	\$	8	\$
(B1)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

**B2.1 Work on request – Task authorizations – Labour**

The Contractor will be paid for hours actually worked at the firm hourly rates indicated below. The Contractor will be paid a minimum amount for the first half-hour, calculated from the time the Contractor's technician arrives on site. Any additional billable time in excess of the first half-hour will be rounded up to the nearest quarter-hour.

Item no.	Description	Measurement Unit	Firm hourly rate (a)	Estimated number (b)	Calculated total = a x b
B2.1.1	Labour for mowing and trimming lawns in one or more areas.	Per hour	\$	40	\$
B2.1.2	Labour – for mowing fallow land (even terrain)	Per hour	\$	40	\$
B2.1.3	Labour – for mowing fallow land (steep slopes)	Per hour	\$	40	\$
B2.1.4	Labour – for garbage and litter collection	Per hour	\$	40	\$
B2.1.5	Labour – for oversized garbage collection.	Per hour	\$	40	\$
(B2.1)	<b>TOTAL LABOUR COSTS Sum of total(s) calculated</b>				\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## B2.2. Work on request– Task authorizations – Firm unit prices

Provided the Contractor satisfactorily fulfils all of its obligations in the task authorization, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
B2.2.1	Lawn mowing and trimming of all areas shown on maps	Per cut and trim	\$	2	\$
(B2.2)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

## B3. Sub-total of assessed bid – Contract period – Year 2 - April 1, 2025 to March 31, 2026

Item	Description	Bid price
(B)	<b>ASSESSED BID SUBTOTAL – Contract period – Year 2 Sum of B1 + B2.1 + B2.2 =</b>	\$

## C. First option year – April 1, 2026 to March 31, 2027

### C1. Required Services- Firm unit price(s)

Provided the Contractor satisfactorily fulfils all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
C1.1	Work period: April 1, 2026 to November 30, 2026 – in accordance with the statement of work	Per month	\$	8	\$
(C1)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

**C2.1 Work on request – Task authorizations – Labour**

The Contractor will be paid for hours actually worked at the firm hourly rates indicated below. The Contractor will be paid a minimum amount for the first half-hour, calculated from the time the Contractor’s technician arrives on site. Any additional billable time in excess of the first half-hour will be rounded up to the nearest quarter-hour.

Item no.	Description	Measurement Unit	Firm hourly rate (a)	Estimated number (b)	Calculated total = a x b
C2.1.1	Labour for mowing and trimming lawns in one or more areas.	Per hour	\$	40	\$
C2.1.2	Labour – for mowing fallow land (even terrain)	Per hour	\$	40	\$
C2.1.3	Labour – for mowing fallow land (steep slopes)	Per hour	\$	40	\$
C2.1.4	Labour – for garbage and litter collection	Per hour	\$	40	\$
C2.1.5	Labour – for oversized garbage collection.	Per hour	\$	40	\$
(C2.1)	<b>TOTAL LABOUR COSTS</b> Sum of total(s) calculated				\$

**C2.2. Work on request– Task authorizations – Firm unit prices**

Provided the Contractor satisfactorily fulfils all of its obligations in the task authorization, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
C2.2.1	Lawn mowing and trimming of all areas shown on maps	Per cut and trim	\$	2	\$
(C2.2)	<b>TOTAL FIRM UNIT PRICE(S)</b> Sum of total(s) calculated				\$

**C3. Sub-total of assessed bid – First option year – April 1, 2026 to March 31, 2027**

Item	Description	Bid price
(C)	<b>ASSESSED BID SUBTOTAL – First option year</b> Sum of C1 + C2.1 + C2.2 =	\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

**D. Second option year – April 1, 2027, to March 31, 2028**

**D1. Required Services- Firm unit price(s)**

Provided the Contractor satisfactorily fulfils all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
D1.1	Work period: April 1, 2027 to November 30, 2027 – in accordance with the statement of work	Per month	\$	8	\$
(D1)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

**D2.1 Work on request – Task authorizations – Labour**

The Contractor will be paid for hours actually worked at the firm hourly rates indicated below. The Contractor will be paid a minimum amount for the first half-hour, calculated from the time the Contractor's technician arrives on site. Any additional billable time in excess of the first half-hour will be rounded up to the nearest quarter-hour.

Item no.	Description	Measurement Unit	Firm hourly rate (a)	Estimated number (b)	Calculated total = a x b
D2.1.1	Labour for mowing and trimming lawns in one or more areas.	Per hour	\$	40	\$
D2.1.2	Labour – for mowing fallow land (even terrain)	Per hour	\$	40	\$
D2.1.3	Labour – for mowing fallow land (steep slopes)	Per hour	\$	40	\$
D2.1.4	Labour – for garbage and litter collection	Per hour	\$	40	\$
D2.1.5	Labour – for oversized garbage collection.	Per hour	\$	40	\$
(D2.1)	<b>TOTAL LABOUR COSTS Sum of total(s) calculated</b>				\$



Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

**D2.2. Work on request– Task authorizations – Firm unit prices**

Provided the Contractor satisfactorily fulfils all of its obligations in the task authorization, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
D2.2.1	Lawn mowing and trimming of all areas shown on maps	Per cut and trim	\$	2	\$
(D2.2)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

**D3. Sub-total of assessed bid – Second option year – April 1, 2027 to March 31, 2028**

Item	Description	Bid price
(D)	<b>ASSESSED BID SUBTOTAL – Second option year Sum of D1 + D2.1 + D2.2 =</b>	\$

**E Third option year – April 1, 2028 to March 31, 2029**

**E1. Required Work- Firm unit price(s)**

Provided the Contractor satisfactorily fulfils all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
E1.1	Work period: April 1, 2028 to November 30, 2028 – in accordance with the statement of work	Per month	\$	8	\$
(E1)	<b>TOTAL FIRM UNIT PRICE(S) Sum of total(s) calculated</b>				\$

**E2.1 Work on request – Task authorizations – Labour**

The Contractor will be paid for hours actually worked at the firm hourly rates indicated below. The Contractor will be paid a minimum amount for the first half-hour, calculated from the time the Contractor's technician arrives on site. Any additional billable time in excess of the first half-hour will be rounded up to the nearest quarter-hour.

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

Item no.	Description	Measurement Unit	Firm hourly rate (a)	Estimated number (b)	Calculated total = a x b
E2.1.1	Labour for mowing and trimming lawns in one or more areas.	Per hour	\$	40	\$
E2.1.2	Labour – for mowing fallow land (even terrain)	Per hour	\$	40	\$
E2.1.3	Labour – for mowing fallow land (steep slopes)	Per hour	\$	40	\$
E2.1.4	Labour – for garbage and litter collection	Per hour	\$	40	\$
E2.1.5	Labour – for oversized garbage collection.	Per hour	\$	40	\$
(E2.1)	<b>TOTAL LABOUR COSTS</b> Sum of total(s) calculated				\$

**E2.2. Work on request– Task authorizations – Firm unit prices**

Provided the Contractor satisfactorily fulfils all of its obligations in the task authorization, the Contractor will be paid the firm unit price(s) specified below in Canadian dollars for all costs, including, but not limited to, all professional, technical and administrative fees and charges necessary to meet the requirements of *Schedule A – Statement of Work*, as defined.

Item no.	Description	Measurement Unit	Firm unit price (a)	Estimated Quantity (b)	Calculated total = a x b
E2.2.1	Lawn mowing and trimming of all areas shown on maps	Per cut and trim	\$	2	\$
(E2.2)	<b>TOTAL FIRM UNIT PRICE(S)</b> Sum of total(s) calculated				\$

**E3. Sub-total of assessed bid – Third option year – April 1, 2028 to March 31, 2029**

Item	Description	Bid price
(E)	<b>ASSESSED BID SUBTOTAL – Third option year</b> Sum of E1 + E2.1 + E2.2 =	\$

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

**F. Total assessed bid price**

Item	Description	Bid price
(A)	Contract period – Year 1 – April 1, 2024 to March 31, 2025 SUBTOTAL OF ASSESSED BID	\$
(B)	Contract period – Year 2 – April 1, 2025 to March 31, 2026 SUBTOTAL OF ASSESSED BID	\$
(C)	First option year – April 1, 2026 to March 31, 2027 SUBTOTAL OF ASSESSED BID	\$
(D)	Second option year – April 1, 2027 to March 31, 2028 SUBTOTAL OF ASSESSED BID	\$
(E)	Third option year – April 1, 2028 to March 31, 2029 SUBTOTAL OF ASSESSED BID	\$
(F)	<b>TOTAL ASSESSED BID PRICE</b> Sum of bid prices	\$

**Notes:**

- (a) Undefined costs will not be authorized under the contract, unless changes are made to the requirements associated with the performance of the work and a contract amendment is approved by the contracting authority.
- (b) Additional payment conditions will not apply to this contract.
- (c) Customs duties are included and applicable taxes are extra.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability

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 the 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.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), 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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

**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.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

### **ANNEX D Task Authorization**

The task authorization form will be attached as a separate file.

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## ANNEX E

### 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)		

**Location of Work**

**General Description of Work to be Completed**

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- 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:** \_\_\_\_\_



**ANNEX F to Part 4 of the Bid Solicitation**

**TECHNICAL ASSESSMENT**

**Bidders must provide ALL the information below in their bid, failing which their bid will be deemed non-compliant.**

<p><b>O1</b></p>	<p><b>TRAINING AND EXPERIENCE</b></p> <p>The proposed resource must have at least 3 years or 36 months of experience in lawn care and landscape maintenance. The month and year must be clearly identified.</p> <p><i>Note: This person's résumé must be submitted with the bid to verify their experience.</i></p>
<p><b>O2</b></p>	<p><b>TRAINING AND EXPERIENCE – BIDDER</b></p> <p>The bidder must demonstrate specifically, in detail and unequivocally that it has experience with contracts of similar complexity and scope to the work** described in Annex A – Statement of Work for a minimum of 5 years or 60 months and on a minimum of 3 different projects (cannot be the same contract renewed several times).</p> <p>Information the bidder must provide with the bid:</p> <ul style="list-style-type: none"><li>-Name and contact information of organizations, companies or clients</li><li>-Name, title, telephone number and email address of the client's contact person.</li><li>-The location of the project or contract.</li><li>-A detailed description of the project and contract.</li><li>-The approximate number of square meters included in the contract.</li><li>-The dollar value of the project or contract.</li><li>-The duration of the project or contract and the period of execution.</li><li>- A reference letter for each project.</li></ul> <p>Note: The identified individuals listed by the bidder may be contacted to confirm the information provided.</p> <p>** 'Similar complexity and scope of work is defined as: Maintenance of more or less 400,000 square meters, of which more or less 350,000 square meters are in grass cutting and more or less 50,000 square meters in fallow.</p>
<p><b>O3</b></p>	<p><b>EQUIPMENT</b></p> <p>The bidder must provide a list with a detailed description of the equipment it will have to carry out the work. This list must include:</p> <ul style="list-style-type: none"><li>- Detailed description of equipment</li><li>- Description of accessories</li><li>- Number of identical pieces of equipment or accessories</li><li>- Year of purchase</li><li>- Provide registration certificates for road equipment (trucks, trailers, etc.)</li></ul>

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

	<b>The list must include all of the above. Please attach the equipment list to your bid documents.</b>
--	--

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## ANNEX G TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

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

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

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

#### Supplier Information

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

#### List of Names

Name	Title

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---


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

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## ANNEX H TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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

#### Definitions

For the purposes of this clause,

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

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

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

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

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

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

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.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

Solicitation No.:  
5P300-23-0242/A

Amendment No.:  
00

Contracting Authority:  
Julianne Cox

Client Reference No.:  
N/A

Title:  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

## ANNEX I TO PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

<p>( ) A1. The Bidder certifies having no work force in Canada.</p> <p>( ) A2. The Bidder certifies being a public sector employer.</p> <p>( ) A3. The Bidder certifies being a <a href="#">federally regulated employer</a> being subject to the <a href="#">Employment Equity Act</a>.</p> <p>( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.</p> <p>A5. The Bidder has a combined workforce in Canada of 100 or more employees; and</p> <p>( ) A5.1 The Bidder certifies already having a valid and current <a href="#">Agreement to Implement Employment Equity</a> (AIEE) in place with ESDC – Labour.</p> <p><b>OR</b></p> <p>( ) A5.2 The Bidder certifies having submitted the <a href="#">Agreement to Implement Employment Equity</a> (LAB1168) to ESDC – Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC – Labour.</p>
--

B. Check only one of the following:

<p>( ) B1. The Bidder is not a Joint Venture.</p> <p><b>OR</b></p> <p>( ) B2.</p>
---

**Solicitation No.:**  
5P300-23-0242/A

**Amendment No.:**  
00

**Contracting Authority:**  
Julianne Cox

**Client Reference No.:**  
N/A

**Title:**  
Lawn and Landscape Maintenance and Waste Collection- Lachine Canal- NHS

---

The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification. (Refer to the Joint Venture section of the Standard Instructions)