

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Bedding Plants - Shilo	
Solicitation No. - N° de l'invitation W0118-13S040/A	Date 2013-12-04
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-132-6163	
File No. - N° de dossier CAL-3-36074 (132)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-17	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Yeung, Esther	Buyer Id - Id de l'acheteur cal132
Telephone No. - N° de téléphone (403) 292-5702 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BDE Contracts Office Building P101 CFB Shilo SHILO Manitoba R0K2A0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3


<div>  <div> <div>Public Works and Government Services</div> <div>Canada</div> </div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.W0118-13S040/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Del. Offered Liv. offerte	Del. Offered Liv. offerte
						Destination	Plant/Usine	Delivery Req. Livraison Req.	See Herein
1	Bedding Plants - Shilo Bedding Plants - Shilo	W0118	W0118	1	Lot	\$	XXXXXXXXXXXX		

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Solicitation No. - N° de l'invitation

W0118-13S040/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal132

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36074

List of Annexes:

Annex "A"	Statement of Work
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Annex "D"	Task Authorization Usage Report
Annex "E"	DND 626, Task Authorization Form

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, Task Authorization Usage Report and DND 626 Task Authorization Form.

2. Summary

For the supply, delivery and planting of bedding plants, and ongoing maintenance for the Canadian Forces Base (CFB) Shilo, Shilo, Manitoba from date of award to 31 December 2014, with two (2) additional one (1) year option period.

The required work includes the following:

- A. Consultation and design of all areas
- B. Site preparation
- C. Supply and planting of bedding plants in ground beds, planters and window boxes
- D. Fertilizing and initial watering
- E. Clean-up of work areas
- F. Daily watering throughout duration of Contract period until frost appears on the ground

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. 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 FPS, 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? Yes (___) No (___)

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

6. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on 9 January 2014, at 1300 and sign-in/out register at the Contracts Office of Engineering Services Section located in building P-101. Bidders are requested to communicate with the Contracting Authority five (5) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one hard copy)
Section II: Financial Bid (one hard copy)
Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

C3011T

Exchange Rate Fluctuation

2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

Bidder must meet the specifications identified under Annex "A" Statement of Work.

1.2 Financial Evaluation

The estimated usages listed in Annex "B" are for evaluation purposes only and will not form part of any resulting Contract.

The total aggregate bid price will be calculated by multiplying the unit price for each line item by the associated estimated usage and summing the values.

Calculation will be applied to each year of pricing and all periods will be totalled to determine the total evaluated aggregate bid price of the Proposal.

A0222T

Evaluation of Price

2013-04-25

2. Basis of Selection - Mandatory Technical Criteria Only

(A0031T, 2010-08-16)

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must provide the items detailed under the Statement of Work at Annex "A"

1.1 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.

1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the DND 626 Task Authorization Form specified in Annex E.
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.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.2 Canada's Obligation- Portion of 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.

1.1.3 Task Authorization Limit

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

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

1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "D". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;

- iii. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- iv. the start and completion date for each authorized task; and
- v. the active status of each authorized task, as applicable.

1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence, CFB Shilo, Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2. General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of award to December 31, 2014 inclusive

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 two (2) additional one (1) year periods, January 1, 2015 to December 31, 2015 and January 1, 2016 to December 31, 2016 inclusive, under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Esther Yeung
Supply Office
Public Works and Government Services Canada
Acquisitions Branch
Western Region

1650, 635 - 8 Ave. SW Calgary, AB T2P 3M3

Telephone: 403-292-5702

Facsimile: 403-292-5786

Email: esther.yeung@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Contract is:

****To be determined at award of contract****

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.

5.3 Contractor's Representative (To be completed by bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment - Limitation of Expenditure - Task Authorization

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____TBD. Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____TBD . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

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

7.3 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
C0705C	Discretionary Audit	2010-01-11

7.4 Multiple Payments

H1001C	Multiple Payments	2008-05-12
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8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
 - a. Each invoice must be supported by:

a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

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 2035 (2013-06-27), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Task Authorization Usage Report
- (g) Annex E, DND 626, Task Authorization Form
- (h) the Contractor's bid dated ____ TBD.

12. Defence Contract

A9006C

Defence Contract

2008-05-12

13. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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File No. - N° du dossier

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DND

CAL-3-36074

14. SACC *Manual* Clauses

A9039C	Salvage	2008-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16
B7500C	Excess Goods	2006-06-16

ANNEX A

Statement of Work

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

1.1.1 For the supply, delivery and planting of bedding plants and ongoing maintenance for the Canadian Forces Base (CFB) Shilo, Shilo, Manitoba.

1.1.2 Required work includes the following:

- a) Consultation and design of all areas
- b) Site preparation
- c) Supply and planting of bedding plants in ground beds, planters and window boxes
- d) Fertilizing and initial watering
- e) Clean-up of work areas
- f) Daily watering throughout duration of Contract period until frost appears on the ground

1.2 SAMPLES

1.2.1 If requested by Project Authority, supplier must submit product data, samples of fertilizer and bedding plants or other materials prior to use.

1.2.2 Reviewed and accepted samples must become standard against which installed work will be verified.

PART 2 – PRODUCTS

2.1 GENERAL

2.1.1 All materials must confirm to the latest Canadian Nursery Landscape Association (CNLA) standards.

2.2 MATERIALS

2.2.1 Topsoil must consist of medium loam containing well rotted organic matter and capable of sustaining good agricultural growth. It must be a fine friable condition and reasonably free of weed seeds. The materials must not include subsoil, boulders or other debris.

2.2.2 Lime must be used for the correction of soil PH. It must be ground agricultural limestone containing no less than 85% total carbonates. It must be ground to such fineness that 90% will pass through a #20 mesh sieve and 50% through a #100 mesh sieve. Ground agricultural limestone must be used for all work, except when the Contractor received written approval from the Project Authority to use hydrated lime.

2.2.3 Fertilizer must be standard commercial grade. All fertilizer must be furnished in standard unopened containers, with weight, type of plant and nutrient, and manufacturer's guaranteed statement of analysis clearly marked. Fertilizer which has become wet or otherwise damaged in transit or during storage will not be accepted.

2.2.4 Bedding plants's size must be according to CNLA standards and developments for a planting start date of June 1st, weather permitting. All plants must be hardened to the elements in outside frames, a minimum of 3 weeks prior to planting. A reduction in the frequency of watering must be considered as part of the hardening process. All bedding plants must be free of disease and insect free prior to acceptance from Project Authority.

2.2.4.1 The following items must comprise 80% of the bedding plants used in this Contract :

- a) Wave Petunias
- b) Marigold
- c) Geraniums (127mm pot)
- d) Begonias (127 mm pot)
- e) Blue Yonders
- f) Impatiens
- g) Coreopsis
- h) Various annuals
- i) Hanging baskets (approx. 510 mm dia)

PART 3 – EXECUTION

3.1 CONSULTATION DESIGN

3.1.1 Prior to start date of planting season, the Contractor must consult with the Project Authority on site preparation, design of site, floral arrangement, type of bedding plant to be used at various site.

3.1.2 No work must begin until after consultation and approval of Project Authority.

3.1.3 Once work has commenced, Contractor must proceed without delay until contract is completed, weather permitting.

3.1.4 Any request to work after normal working hours must be submitted to the Project Authority in writing for approval.

3.2 SITE PREPARATION

3.2.1 Remove existing sod and topsoil in new garden areas as and when directed by Project Authority.

3.2.2 Topsoil must be added to sites as required.

3.2.3 Ground beds must have topsoil and peat moss added so that the bed height is 120 mm above surrounding surface grade.

3.2.4 Peat moss mixed with topsoil must not exceed 30% of total volume.

3.3 BEDDING PLANTS

- 3.3.1 Bedding plants must be planted to depth, distances and design in accordance to CNLA standards or as directed by the Project Authority.

3.4 FERTILIZING

- 3.4.1 Fertilizer must be applied by the methods and formulations in accordance to the manufacturer's specifications and as directed by the Project Authority.

- 3.4.2 Fertilizer must not be added to a dry soil.

3.5 WATERING

- 3.5.1 Watering must take place at the time of planting and continue daily except during periods of rain. Contractor must communicate with Project Authority when watering is not being done due to rain.

PART 4 – GENERAL REQUIREMENTS

4.1 QUALITY CONTROL

- 4.1.1 Perform work in accordance with the CNLA.
- 4.1.2 Meet or exceed requirements of:
- a) Control documents or scope of work according to CNLA standards
 - b) Specified standards, codes and referenced documents according to CNLA standards

4.2 SAFETY

- 4.2.1 All workers within 30 metres of a roadway or parking lot must wear a high visibility vest in accordance with CAN/CSA-Z96-02.
- 4.2.2 Protective footwear must be worn while performing work on site. Eye, face, hand, arm and leg protection must be worn to reduce any potential risks involved with work including, but is not restricted to, splashing liquids, ultraviolet rays or other irritable effects to the body that may be incurred.

4.3 INTERFERENCE

- 4.3.1 Execute work with least possible interference or disturbance to building occupants, traffic flow and normal use of areas. Arrange with Project Authority to facilitate execution of work.

4.4 PROCEDURES

- 4.4.1 The Contractor must report to the Project Authority and sign in/out at Contracts Office prior to the start of all work each day.

4.5 SMOKING POLICY

- 4.5.1 There must be no smoking within Base Buildings or at the Ammo Compound at any time.

4.6 CONTRACTOR'S STORAGE AREA

4.6.1 Contractor must provide own storage shed or enclosures, as required, to be located where directed by Project Authority

4.7 POWER AND WATER SUPPLY

4.7.1 Department of National Defence (DND) may provide, free of charge, temporary electric power and water for work purposes.

4.7.2 Project Authority will determine delivery points and quantitative limits.

4.7.3 Supply of power and water supply by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of these temporary services. During these cases, the Contractor will be responsible to gain access to power and water supply by other means and at their own cost.

4.8 WHMIS

4.8.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada and Health and Welfare Canada.

4.8.2 Deliver copies of MSDS data sheets to Project Authority on delivery of materials.

4.9 ACCEPTABILITY OF PLANTS

4.9.1 Plants other than those specified or substituted plants must be approved by the Project Authority.

4.9.2 Requests for acceptance of non-specified plants must be submitted in writing to Project Authority:

****To be determined at award of contract****

4.9.3 Request must be supported with sufficient product information to enable the Project Authority to make an assessment.

4.10 WARRANTY/GUARANTEE

4.10.1 In the interest of good gardening practice and workmanship, the Contractor must guarantee both materials and workmanship for the entire growing season.

4.11 CLEANING

4.11.1 On completion at the end of each day, the Contractor is responsible to dispose waste, debris and unused surplus materials from site.

4.11.2 Broom clean paved surfaces and rake clean grassed surfaces.

ANNEX B**BASIS OF PAYMENT**

G.S.T. is excluded from the prices quoted herein (if applicable). G.S.T. will be shown as a separate item on the invoice (if applicable)

Prices quoted are to include all applicable costs to supply and deliver the goods and perform the work, including the cost of pick up and delivery of items, and are to remain firm for the period of the Contract.

A. PRICING FOR CONTRACT PERIOD: DATE OF AWARD TO DECEMBER 31, 2014 INCLUSIVE:

Item	Description	Est. Annual Usage	Unit	Unit Price
1) ROUTINE GARDENING SERVICES AND GOODS:				
1.1	Site preparation for EXISTING sites, planting of bedding plants, fertilizing and watering during entire growing season	110	hours	\$
1.2	Watering/weeding of bedding areas daily for entire growing season	450	hours	\$
1.3	All inclusive cost to supply and deliver the bedding plants to CFB Shilo:			
1.4	Wave Petunias:	60	dozen	\$
1.5	Marigold:	370	dozen	\$
1.6	Geranium: (127 mm pot)	60	dozen	\$
1.7	Blue Yonders	3	dozen	\$
1.8	Impatiens	26	dozen	\$
1.9	Coreopsis	2	dozen	\$
1.10	Annuals	36	dozen	\$
1.11	Filler Trailing Plants	5	dozen	\$
1.12	Hanging Baskets	50	each	\$
1.13	Peat Moss	10	bales	\$
1.14	Topsoil	6	m3	\$
1.15	Fertilizer (20 Kg / bag)	10	bags	\$
1.16	Lime (18 Kg / bag)	6	bags	\$
2) "AS AND WHEN REQUESTED" GARDENING SERVICES				
2.1	Consultation and design	20	hours	\$
2.2	Site preparation for NEW sites, planting of bedding plants, fertilizing and watering during the entire growing season	5	hours	\$
2.3	24 hr response callout		hourly rate	\$

NOTES:

1. Call-out during regular working hours (7:30 AM – 4:00 PM) to and from worksite will be paid based on one hour of regular hourly rate.
2. A sign-in/out register will be maintained at the Contracts Office of Engineering Services Section located in building P-101. Contractors will ensure a member from each crew signs in at the commencement of each work day and signs out at the end of the work day. In the event the Contracts Office is not accessible, outside of normal working hours (7:30 AM – 4:00 PM), all Contractors will report to the Military Police, Building L-134, where signing in and signing out will take place.
3. It is Base policy that all heavy industrial traffic use the main (South) gate for access to all DND property.

G.S.T. is excluded from the prices quoted herein (if applicable). G.S.T. will be shown as a separate item on the invoice (if applicable)

Prices quoted are to include all applicable costs to supply and deliver the goods and perform the work, including the cost of pick up and delivery of items, and are to remain firm for the period of the Contract.

B. PRICING FOR OPTION YEAR 1: JANUARY 1, 2015 TO DECEMBER 31, 2015 INCLUSIVE:

Item	Description	Est. Annual Usage	Unit	Unit Price
1) ROUTINE GARDENING SERVICES AND GOODS:				
1.1	Site preparation for EXISTING sites, planting of bedding plants, fertilizing and watering during entire growing season	110	hours	\$
1.2	Watering/weeding of bedding areas daily for entire growing season	450	hours	\$
1.3	All inclusive cost to supply and deliver the bedding plants to CFB Shilo:			
1.4	Wave Petunias:	60	dozen	\$
1.5	Marigold:	370	dozen	\$
1.6	Geranium: (127 mm pot)	60	dozen	\$
1.7	Blue Yonders	3	dozen	\$
1.8	Impatiens	26	dozen	\$
1.9	Coreopsis	2	dozen	\$
1.10	Annuals	36	dozen	\$
1.11	Filler Trailing Plants	5	dozen	\$
1.12	Hanging Baskets	50	each	\$
1.13	Peat Moss	10	bales	\$
1.14	Topsoil	6	m3	\$
1.15	Fertilizer (20 Kg / bag)	10	bags	\$
1.16	Lime (18 Kg / bag)	6	bags	\$
2) "AS AND WHEN REQUESTED" GARDENING SERVICES				
2.1	Consultation and design	20	hours	\$
2.2	Site preparation for NEW sites, planting of bedding plants, fertilizing and watering during the entire growing season	5	hours	\$
2.3	24 hr response callout		hourly rate	\$

NOTES:

1. Call-out during regular working hours (7:30 AM – 4:00 PM) to and from worksite will be paid based on one hour of regular hourly rate.
2. A sign-in/out register will be maintained at the Contracts Office of Engineering Services Section located in building P-101. Contractors will ensure a member from each crew signs in at the commencement of each work day and signs out at the end of the work day. In the event the Contracts Office is not accessible, outside of normal working hours (7:30 AM – 4:00 PM), all Contractors will report to the Military Police, Building L-134, where signing in and signing out will take place.
3. It is Base policy that all heavy industrial traffic use the main (South) gate for access to all DND property.

G.S.T. is excluded from the prices quoted herein (if applicable). G.S.T. will be shown as a separate item on the invoice (if applicable)

Prices quoted are to include all applicable costs to supply and deliver the goods and perform the work, including the cost of pick up and delivery of items, and are to remain firm for the period of the Contract.

B. PRICING FOR OPTION YEAR 2: JANUARY 1, 2016 TO DECEMBER 31, 2016 INCLUSIVE:

Item	Description	Est. Annual Usage	Unit	Unit Price
1) ROUTINE GARDENING SERVICES AND GOODS:				
1.1	Site preparation for EXISTING sites, planting of bedding plants, fertilizing and watering during entire growing season	110	hours	\$
1.2	Watering/weeding of bedding areas daily for entire growing season	450	hours	\$
1.3	All inclusive cost to supply and deliver the bedding plants to CFB Shilo:			
1.4	Wave Petunias:	60	dozen	\$
1.5	Marigold:	370	dozen	\$
1.6	Geranium: (127 mm pot)	60	dozen	\$
1.7	Blue Yonders	3	dozen	\$
1.8	Impatiens	26	dozen	\$
1.9	Coreopsis	2	dozen	\$
1.10	Annuals	36	dozen	\$
1.11	Filler Trailing Plants	5	dozen	\$
1.12	Hanging Baskets	50	each	\$
1.13	Peat Moss	10	bales	\$
1.14	Topsoil	6	m3	\$
1.15	Fertilizer (20 Kg / bag)	10	bags	\$
1.16	Lime (18 Kg / bag)	6	bags	\$
2) "AS AND WHEN REQUESTED" GARDENING SERVICES				
2.1	Consultation and design	20	hours	\$
2.2	Site preparation for NEW sites, planting of bedding plants, fertilizing and watering during the entire growing season	5	hours	\$
2.3	24 hr response callout		hourly rate	\$

NOTES:

1. Call-out during regular working hours (7:30 AM – 4:00 PM) to and from worksite will be paid based on one hour of regular hourly rate.
2. A sign-in/out register will be maintained at the Contracts Office of Engineering Services Section located in building P-101. Contractors will ensure a member from each crew signs in at the commencement of each work day and signs out at the end of the work day. In the event the Contracts Office is not accessible, outside of normal working hours (7:30 AM – 4:00 PM), all Contractors will report to the Military Police, Building L-134, where signing in and signing out will take place.
3. It is Base policy that all heavy industrial traffic use the main (South) gate for access to all DND property.

ANNEX C**INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

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

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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX "D"**TASK AUTHORIZATION USAGE REPORT**

Return to:

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (403) 292-5786

Email: wst-pa-cal@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

- () 1st quarter: April 1 to June 30; () 2nd quarter: July 1 to September 30;
 () 3rd quarter: October 1 to December 31; () 4th quarter: January 1 to March 31.

SUPPLIER:

STANDING OFFER NO:

W0118-13S040

DEPARTMENT OR AGENCY:

Department of National Defence

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract (GST/HST excluded)
(A) Total Dollar Value Call-ups for this reporting period:		
(B) Accumulated Call-Up totals to date:		
(A+B) Total Accumulated Call-Ups:		

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

SIGNATURE:

DATE:

Solicitation No. - N° de l'invitation

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ANNEX "E"

DND 626 TA Form