

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Landscaping Services	
Solicitation No. - N° de l'invitation W3713-13KN01/A	Date 2014-01-07
Client Reference No. - N° de référence du client W3713-13-PKN01	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-620-6276
File No. - N° de dossier KIN-3-40133 (620)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-17	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Porter, Marta M.	Buyer Id - Id de l'acheteur kin620
Telephone No. - N° de téléphone (613)547-7587 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 40 Lundy's Lane P.O.BOX 17000 KINGSTON Ontario K7K7B4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Optional Site Visit
6. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Customer Care Requirements
- Annex D - Insurance Requirements

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Department of National Defence, Canadian Forces Housing Agency (CFHA) has a requirement for a one (1) year standing offer with the option of two (2) additional one year periods for the services of a landscaping Contractor to provide landscaping and tree services, including but not limited to: 1. Lawn, tree and shrubbery general maintenance and treatments. 2. Tree and shrubbery planting, pruning, fertilizing and removal including stumps. 3. Supply, placement and excavation of soil and fill and sod installation for the residential housing units at CFB Kingston, Kingston, Ontario on an as and when required basis.

The requirement is subject to the following the North American Free Trade Agreement (NAFTA), the Canada-Peru Free Trade Agreement (CPFTA), Canada-Columbia Free Trade Agreement (CCFTA) and the Agree on Internal Trade (AIT).

3. Debriefings

Solicitation No. - N° de l'invitation

W3713-13KN01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin620

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

W3713-13-PKN01

File No. - N° du dossier

KIN-3-40133

CCC No./N° CCC - FMS No/ N° VME

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

Offers 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 Request for Standing Offers.

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. 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 **February 4, 2014 at 10:00 am, 40 Lundy's Lane, CFB Kingston**. Bidders must communicate with the Contracting Authority no later than two (2) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will 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.

6. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

Solicitation No. - N° de l'invitation

W3713-13KN01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin620

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

W3713-13-PKN01

File No. - N° du dossier

KIN-3-40133

CCC No./N° CCC - FMS No/ N° VME

VISA _____
Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers must comply with each and every mandatory requirement of this section. Failure to do so will render the proposal non-compliant. If a proposal is determined to be non-compliant, it will be given no further consideration. Deviations from or issues concerning Mandatory Requirements are not to be raised in the Offeror's offer as they will not be considered or accepted after the closing date and time of this RFSO.

Mandatory Requirements are indicated in this section 1.1.1 only. The list of Mandatory Requirements contains all of the required elements that must be complied with and submitted with the Offeror's offer:

- (a) The Offeror must submit a copy of the completed Pricing in Canadian currency, Delivered Duty Paid, for all line items in Annex "B" entitled "Basis of Payment". The Offeror's unit pricing must be firm and must not be indexed to any currency exchange rates or commercial index. The format of Pricing must not be altered except for the addition of numbers in all of the blank spaces.

1.2 Financial Evaluation

- 1.2.1** The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax extra as applicable.

- 1.2.2** The Offeror's unit prices will be multiplied by the corresponding usages to calculate the extended prices. The total aggregate price is the sum of the extended prices for all pricing basis and pricing periods.

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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_equality/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer

Solicitation No. - N° de l'invitation

W3713-13KN01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40133

Buyer ID - Id de l'acheteur

kin620

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

W3713-13-PKN01

CCC No./N° CCC - FMS No/ N° VME

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April, 2014 to 31 March, 2015.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods under the same conditions and at the rates or prices

specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marta Porter
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 86 Clarence Street
 Kingston, Ontario
 Telephone : 613 547-7587
 Facsimile: 613 545-8067
 E-mail address: marta.porter@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Technical Authority

The Technical Authority for the Standing Offer is: **(to be completed at time of issuance)**

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative (to be completed by the Offeror)

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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Forces Base Kingston Housing Agency (CFHA).

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

10. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Customer Care Requirements;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ .

11. Certifications**11.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

3.2 Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid" to CFB Kingston, Kingston, Ontario.

4. 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.

5. Payment

5.1 Basis of Payment

1. The Basis of Payment attached hereto as Annex "B", shall be used to price any call-up made pursuant to this Standing Offer.
2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Harmonized Sales Tax extra, if applicable.

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the _____ Contracting Authority before their incorporation into the Work. The Contractor must not perform any _____ work or provide any service that would result in Canada's total liability being exceeded before _____ obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting _____ Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

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.

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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

Solicitation No. - N° de l'invitation

W3713-13KN01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin620

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3713-13-PKN01

KIN-3-40133

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.

ANNEX "A"**STATEMENT OF WORK****1. BACKGROUND**

The Canadian Forces Housing Agency (CFHA) is an agency of the Department of National Defence (DND). It is responsible for providing Canadian Forces members and their families with access to family housing in support of departmental operational requirements.

The Housing Management Office in Kingston manages approximately 500 married quarters (MQ), 144 of which are apartments.

2. OBJECTIVE

The objective of this statement of work is to obtain the services of a landscaping contractor to provide landscaping and tree services for the residential housing units at CFB Kingston on an as required basis.

3. SCOPE

The scope of work is detailed in the specification at Annex "B". It is summarized as follows:

a. The work involves landscaping and yard work services as designated by the CFHA Representative including but not limited to:

- (1) Lawn, tree and shrubbery general maintenance and treatments.
- (2) Tree and shrubbery planting, pruning, fertilizing and removal including stumps.
- (3) Supply, placement, and excavation of soil and fill.
- (4) Sod installation.

b. The work shall not involve grass cutting or trimming.

4. REQUIREMENTS

The majority of the work to be performed by the contractor under this contract is detailed in the specification.

Under no circumstance shall the level of maintenance be less than what has been defined in the specification.

Normal hours of work will be from 08:00 to 17:00 Monday to Friday.

Landscaping services will be carried out within 14 calendar day after call-out; CFHA will provide the contractor as much advance notice as possible.

5. QUALITY ASSURANCE

CFHA's Technical Authority will inspect the work to ensure that the level of service is consistent with the standards of acceptance.

6. DELIVERABLES

See Landscaping Specification – Annex "B"

7. ACCEPTANCE OF SERVICES

If services provided are deemed unsatisfactory, CFHA will contact the Contractor in writing and request that acceptable corrective actions be taken immediately. All costs incurred by the Contractor to correct the situation shall be borne by the Contractor. If the Contractor is incapable of doing so, CFHA may terminate the contract in whole or in part for default.

8. CANADIAN FORCES HOUSING AGENCY DESIGN AUTHORITIES

The following personnel within the Canadian Forces Housing Agency will be involved in the administration of this contract.

Name: Pat Laidlaw
Telephone: 613-541-5010 x8120
Facsimile: 613-541-4463
E-mail: Laidlaw.pa@forces.gc.ca

9. GOVERNMENT SUPPLIED FACILITIES

CFHA will provide access to water at vacant units only. No other services or storage will be provided.

LANDSCAPING

PART 1 - GENERAL

1. General

Public Works and Government Services Canada Contract Documents shall be read in conjunction with this specification and shall govern the work of all trades.

In the context of the specifications the following definitions apply:

- a. Technical Authority means a Canadian Forces Housing Agency Officer or his/her authorized representative;
- b. Supervisor shall mean the Contractor's representative at the work site;
- c. CFHA hereafter means the Canadian Forces Housing Agency.

2. a. The work involves landscaping and yard work services as designated by the CFHA Representative including but not limited to:

- (1) Lawn, tree and shrubbery general maintenance and treatments.
- (2) Tree and shrubbery planting, pruning, fertilizing and removal including stumps.
- (3) Supply, placement, and excavation of soil and fill.
- (4) Sod installation.

b. The work shall not involve grass cutting or trimming.

3. Construction Safety Measures

- a. Contractors shall have the appropriate and requisite workers compensation, trade license and insurance as outlined in the General Conditions.
- b. Observe construction safety measures of the National Building Code, Provincial Government, Workers Compensation Board and municipal authority provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- c. Comply with requirements and regulations of the applicable Fire Safety Authority.

4. Non-Compliance With DND Regulations

a. In the event contract personnel are found to be in non-compliance with the health and safety regulations while on DND property, the following action will then be taken by the Technical Authority and/or designated DND officials:

FIRST INCIDENT; supervisor will be told to remove person from DND property until the next work day.
SECOND INCIDENT; person will no longer be permitted on DND property for the duration of contract.

b. The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual

c. In circumstances where repetition of incidents indicate a lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the supervisor from DND property.

5. Standards, Inspection and Reporting

a. Work shall be completed to the satisfaction of the Technical Authority.

b. The work shall be inspected regularly by the Technical Authority and unsatisfactory conditions will be reported to the Contractor's representative by means of a written communication. This communication will receive immediate attention by the Contractor. The Contractor shall perform and indicate the remedial action taken, in writing, to the Technical Authority, within 72 hours. If, in the opinion of the Technical Authority, the quality of the remedial work is not acceptable, the work will be redone in part or in whole until the Technical Authority is satisfied.

c. Work shall be deemed incomplete if the Contractor fails to remediate unsatisfactory work or to notify the CFHA of the remediated work in the specified time period.

d. Repetition of unsatisfactory work performance or non-compliance to the approved work schedule may result in the removal of workers or the supervisor for the duration of the contract. This is also grounds for the termination of the landscaping contract.

6. WHMIS

a. Contractor shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Human Resources Development Canada's Labour Program and Health Canada.

b. Where applicable, the Contractor shall follow exposure control and personal protection procedures in accordance with Material Safety Data Sheet (MSDS). Deliver copies of Material Safety Data Sheets (MSDS) to the CFHA Representative upon delivery of materials.

7. Environmental Requirements

a. "Sustainable Development Strategy" (SDS) refers to the departmental objectives and plans of action to promote and foster sustainable development within the Department of National Defence (DND). Under federal legislation CFHA is required to produce an annual report on the Agency's SDS progress.

b. The Contractor shall ensure that all hazardous materials handled, managed and transported are disposed of in accordance with applicable federal and provincial legislation.

8. Power and Water Supply

a. It is the responsibility of the Contractor to arrange for his own sources either by use of generators and water tanks or by contracting with the occupants for payment to cover their costs. For unoccupied units power and water supply shall be arranged through the CFHA Representative.

b. Water used shall be potable.

9. Hours of Work

Hours of work shall normally be 0800 to 1700 hours Monday to Friday. Some of the work shall be undertaken when houses are vacant. When houses are occupied, however, occupants shall be given a minimum of 24 hours notice of scheduled work to minimize inconvenience, other than where an appointment has been made.

10. Clean-up

At the conclusion of each day's work, the Contractor shall remove all debris from the area of work so as to not pose risk to persons entering the work area.

11. Flammable Liquids

a. The handling, storage and use of flammable liquids is governed by the National Fire Code of Canada.

b. Flammable liquids such as gasoline, kerosene and naphtha may be kept ready for use in quantities not exceeding 45 liters provided they are stored in containers as approved by ULC of Canada. Storage of quantities greater than 45 liters requires written permission from the Technical Authority

12. Damage To Property

The Contractor shall be responsible for any damage to buildings and associated structures, roads and grounds and shall make good any damage to the satisfaction of the Technical Authority.

13. Machines and Vehicles

All machines and vehicles shall be licensed by the Provincial Department of Transportation (DOT) for use on public roads and streets. All machines and vehicles shall have required safety lights and features in perfect operating condition. In addition, all machines and equipment operators shall be fully experienced and licensed by DOT in the equipment they are operating.

14. References

The Contractor shall perform in accordance with Agriculture Canada Publication latest edition of "The Pruning Manual & Ornamental Shrubs for Canada".

15. Protection

The Contractor shall:

- a. Prevent damage to fencing, trees, existing buildings, existing pavement, utility lines and root systems of trees that are to remain and make good any damage;
- B. Apply approved tree paint to cuts or scars suffered by vegetation designated to remain.

16. Definitions

a. **Heavy pruning** is a first time pruning, the start of a 3 to 5 year cycle and includes raising the skirt and removal of dead, dying and infected branches.

b. **Light Pruning** is all of that in Heavy Pruning done on a second or subsequent cycle.

c. **Shrubs:** In arboriculture terminology, are low woody plants, with multiple shoots or stems from the base to a maximum height of 4.5 meters (15 ft. or less). A planting of shrubs is called "shrubbery".

d. Trees:

(1) In arboriculture terminology, is a woody plant with one main trunk and a rather distinct and elevated head. By definition, generally reach a height of 4 metros (13 ft.) or more.

(2) With multiple branches do not constitute more than one tree. One tree root base constitutes one tree.

(3) Diameter measurements shall be measured at 1.3 metros from root collar. For multiple trunks, average of all trunks measured at the 1.3 meter height shall be used to determine tree diameter.

e. Soil:

(1) Screened Topsoil: Topsoil is the uppermost layer of soil on earth and is usually the top 2 to 6 inches, rich in organic matter (humus) and mineral elements. It can be natural or manufactured and is typically used for lawn and seeding, Screening removed unwanted large particles such as roots, gravel and rocks.

(2) Garden Soil: Garden soil is typically used for garden and flower beds and is typically a mixture of Topsoil, Black Earth and Mushroom Compost.

17. Workmanship shall be to the satisfaction of the Technical Authority, to the relevant codes, to good trade practices and to Manufacturer's specification as applicable.

18. At the end of each day's work the Contractor shall leave the work in a safe condition to protect persons, existing structures and the work itself.

19. The Contractor shall maintain, uphold, ensure the safety of and protect from damage all DND, private and municipal infrastructure, services and buildings.

20. The Contractor shall provide all necessary protective measures to maintain the security of the work site.

21. The Contractor shall provide all necessary protective measures to ensure the safety of the public and other persons on or adjacent to the work site.

22. The Contractor shall carry out the work in such a manner as to cause the least inconvenience to occupants and the public.

23. The Contractor shall be responsible for any damage or annoyance and for any claims that may arise thereafter. See Annex "C" for Customer Care Requirements.

PART 2 PRODUCTS

1. General

- a. All materials used shall be new and the best of their respective kinds meeting the standards specified.
- b. The Contractor shall provide all the necessary tools and equipment to undertake the works. The use of occupant's tools and equipment is not permitted.
- c. All new plants, shrubs, sod and trees which do not survive the first winter shall be replaced free of charge by the Contractor unless negligence by occupants is observed.

2. Landscaping and Yard Work

a. Trees/Shrubs and Plants:

- (1) Shrubs and plants provided shall be fresh, healthy and of the size specified.
- (2) Whenever feasible, tree and shrub species shall be of an indigenous variety.
- (3) When back filling, the soil shall be free from weeds, stones, clumps of subsoil and any other extraneous matter.

b. Lawn Seed:

Lawn seed mixture shall be of the type suitable for local conditions and shall match existing lawn areas unless otherwise specified.

c. Sod:

Sod used shall be suitable for local conditions and shall match existing lawn areas unless otherwise specified.

3. Trees

a. Equipment

The Contractor shall be required to employ the following equipment in pruning and clearing operations:

- (1) Bucket truck, with a minimum reach capability of 15 m.
- (2) Commercial wood chipper, minimum 300 mm diameter chipping capability.
- (3) Chipper vehicle, minimum hauling capacity of 5 tons.
- (4) Necessary blocks, tackles and safety equipment required to fulfill the work as detailed by this specification.

(5) Necessary cutting tools, chain saws and specialty equipment required to fulfill all work as detailed by this specification.

(6) Stump grinder.

*NOTE: Contractor need not own major equipment. The Contractor may rent or subcontract the equipment (including operators).

b. Materials

(1) Tree wound dressing shall be horticulturally accepted, non-hardening, bituminous emulsion, free of materials toxic to callous formation and contain disinfectant for fungal and other diseases.

(2) Fertilizer shall be of the type suitable for local conditions

PART 3 EXECUTION

1. General

A. Any work shall be carried out with a minimum of disturbance to the occupants of a residence or their neighbours. All debris from the works shall be removed from the site and where in the course of the works, grassed or landscaped yard areas are damaged, they shall be properly refurbished. Where areas are re-levelled and topsoil or filling added the materials used shall be clean and free of foreign matter and seeded or sodded as per Technical Authority.

B. The Contractor shall not sell or burn materials on DND (Department of National Defence) property.

2. Landscaping and Yard Work

a. Trees/Shrubs/Plants

(1) For given pot size supply and plant specified shrubs/plants of nominal height and species. Excavate hole to sufficient overall size to provide not less than 75 mm of approved garden soil beneath and around the root system. Plant shall be set plumb and level, with the root ball crown **slightly above** the adjacent soil. Plant label shall be removed from plant and either tied to the stake or left visible in the adjacent ground. Plants shall be staked if applicable and tied to plant using approved horticultural method.

(2) Plants/shrubs shall be well watered.

(3) Planting shall not be undertaken if soil is waterlogged or during periods of inclement weather.

(4) Shrubs and hedges shall be pruned in accordance with Agriculture Canada Publications, latest edition of "The Pruning Manual and Ornamental Shrubs for Canada".

(5) Remove from old "leggy" shrubs 25% of old branches. Cut close to ground to encourage production of new shoots from base.

(6) Prune shrubs to produce a graceful, well-balanced shrub of proper height and to open up the shrub to allow sufficient light and air into the centre and to induce growth of healthy wood and production of flower beds, as applicable.

b. Lawn Seed:

Seed rate and preparation shall be in accordance with the seed Manufacturer's recommendations. After sowing rake the seed into the top 10 mm of soil, firm in by foot or roller and water with a fine spray.

c. Sod

(1) Supply and lay sod suitable for local conditions as approved, to areas as specified. Compacted site soil shall be broken up and rotary hoed or ripped to an average depth of 150 mm and raked free of clumps and leveled.

(2) Where a clay pan exists, Gypsum shall be applied at a rate of 0.5 kg/m². Allowance shall be made for 75 mm of imported "A Grade" topsoil to bring up levels so that the sod is flush with pavements and driveways.

(3) Topsoil shall be cultivated into site soil to improve drainage where required. Lawn starter shall be raked in prior to laying of sod. Sod shall be laid in strips, close butted and well watered and rolled.

(4) All new sod shall be rolled after it is installed.

(5) Laying of sod shall follow accepted trade practices. Ensure joints are staggered.

(6) Contractor to advise occupants on proper care and maintenance of new sod (i.e. watering frequency and first cutting) and in accordance with directions given by the Technical Authority.

d. Grass Watering

Contractor shall be responsible for the first watering. The first watering is to be done the same day of installation.

3. Trees

a. Pruning and Shaping

(1) Remove dead, dying, diseased, interfering, objectionable and weak growth in order to promote healthy growth.

(2) Prune trees in accordance with Agriculture Canada Publications, latest edition of "The Pruning Manual and Ornamental Shrubs for Canada".

(3) Use clean sharp tools. Make cuts flush with main branch smooth and sloping to prevent accumulation of water. Do not leave projecting stumps on trunks or main branches. Do not damage lead branches.

(4) Remove one of any crossed or rubbing branches where practical.

(5) This work shall be carried out so as to remove and retard further the volume of a tree which has spread over or above the roof line of a home. A vertical clear space of 2 metros shall be established from the gutter line of the home.

b. Topping

(1) Cut off trees, bush and shrub as indicated by Technical Authority.

(2) Where the canopy of a tree may interfere with electrical power lines a 1.8 meter vertical and horizontal clear space from those lines shall be provided.

c. Tree Removal

This shall include full tree removal with the trunk cut off as near as practical to the level of the surrounding natural ground level.

d. Stump Removal

This includes complete removal of stump, clean-up of wood chips, back filling with conditioned topsoil, leveling, applying sod or seeding.

e. Grubbing/Grinding

(1) Grub out stumps and roots to not less than 455 mm below original ground surface.

(2) Trunk heights shall be measured from natural ground level at the base of the tree. Trunk diameter shall be measured at 1.5 metros above natural ground level.

(3) Where stump grinding shall be carried out, the diameter of the trunk shall be measured at natural ground level.

(4) Stump grinding shall include grinding the tree stumps to a minimum of 455 mm below natural ground level. Refilling the resultant hole with topsoil, compacting, leveling and re-seeding the area shall be included in the works.

4. Finished Surface

(1) Fill and compact all holes created with soil equivalent to or superior to the soil in the immediate area.

(2) Spread a minimum of 150 mm of topsoil in area of voids created.

(3) Rake in grass seed, ensuring complete area has been seeded, to match existing.

(4) Compact newly planted area with roller to ensure minimum settling.

5. Positive landscaping

a. New positive level grading shall be established below the level of existing wood sill and tapered down over a distance of 1M away from the building (15% slope) as follows:

(1) 200mm (8") minimum for wood-based siding or stucco.

(2) 150mm (6") minimum for masonry or metal siding.

(3) Where 15 percent slope is not reasonably attainable as stated above, then a 10 percent slope may be acceptable if approved by the Technical Authority.

b. Grass seed to be placed on new topsoil.

ANNEX "B"**BASIS OF PAYMENT**

Prices listed herein are firm unit prices in Canadian Funds, Incoterms 2000 "Delivered Duty Paid", all inclusive to include, but not limited to tools, equipment, material, labour duties and excise tax, Harmonized Sales Tax is extra. Estimated quantities are for evaluation purposes only, they do not commit Canada to payment.

Definition of Units:

HR - Hour

M² - Meter squared

LM - Linear Meter

EA - Each

YEAR ONE: April 1, 2014 to 31 March 2015.

YEAR ONE					
DESCRIPTION	UNIT	UNIT PRICE	Estimated Quantity	Extended Price	Estimated Total
LANDSCAPING AND TREES - GENERAL					
hourly rate for labourer	HR		40		
Back hoe or skid steer - float charge includes delivery and pick up combined	EA		10		
Back hoe and operator per hour not including float and pick up	HR		16		
Back hoe and operator per 8 hr day not including float and pick up	EA		6		
Skid steer and operator per hour not including float and pick up	HR		16		
Skid steer and operator per 8 hr day not including float and pick up	EA		4		
LANDSCAPING - GENERAL					
Patio stones, remove, regrade and reinstall.	M2		40		
Supply and Install 75 cm by 75 cm reinforced cement patio stones - does not include installation of stone dust base	EA		60		
LANDSCAPING - LAWN MAINTENANCE					
Lawn, sod, 25 mm deep, supply & install over 3 M2, includes preparation, rolling and first watering.	M2		400		
Lawn, sod, 25 mm deep, supply & install up to 3 M2, includes preparation, rolling and first watering.	M2		100		
Planting bed, weed, by hand.	M2		100		

Soil, conditioned supply to one delivery point, first M2.	M2		6		
Soil, conditioned supply to one delivery point, each additional M2	M2		42		
Top soil, screened, supply and spread, 50 mm deep.	M2		190		
Soil, supply and spread to create positive drainage, includes seed, first M3.	EA		6		
Soil, supply and spread to create positive drainage, includes seed, additional M3.	EA		20		
TREES & SHRUBBERY					
TREES & SHRUBBERY - TREE MAINTENANCE					
Bush, trim, up to 2 m, includes disposal of trimmings.	EA		5		
Bush, trim, over 2 m, includes disposal of trimmings.	EA		16		
Hedge, over 1.8 m, trim, includes disposal of trimmings.	LM		12		
Shrub, up to 1.8 m height, prune, includes cleanup, per shrub.	EA		5		
Shrub, over 1.8 m height, prune, includes cleanup, per shrub.	EA		13		
Tree, Spike fertilizer, two tree spikes per tree, supply and install, per tree.	EA		6		
Tree, 10 cm-25 cm diam., light prune.	EA		8		
Tree, 10 cm-25 cm diam., heavy prune.	EA		2		
Tree, 25 cm- 50 cm diam., light prune.	EA		6		
Tree, 25 cm-50 cm diam., heavy prune.	EA		10		
Tree, 50 cm-75cm diam., light prune.	EA		9		
Tree, 50 cm-75 cm diam., heavy prune.	EA		12		
Tree, over 75 cm diam., light prune.	EA		2		
Tree, over 75 cm diam., heavy prune.	EA		3		
TREES & SHRUBBERY - STUMP REMOVAL					
Stump, grinding, up to 25 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 25 cm to 50 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 50 cm to 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, over 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		

TREES & SHRUBBERY - TREE/SHRUB REMOVAL					
Shrub, remove and dispose, no stump removal.	EA		10		
Shrub, remove and dispose, includes stump removal to 150 mm below grade, topsoil and seed.	EA		20		
Tree, up to 15 cm in diam., no grinding, no stump removal, remove and dispose.	EA		2		
Tree, up to 15 cm in diam., grinding, remove and dispose.	EA		5		
Tree, 15 cm to 25 cm diam., no grinding, no stump removal, remove and dispose.	EA		1		
Tree, 15 cm to 25 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		5		
Tree, 25 cm to 50 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		4		
Tree, 50 cm to 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		7		
Tree, over 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		2		
TREES & SHRUBBERY - PLANTING					
Tree planting, sugar maple, ash or common local varieties (hardwood), as per CFHA Representative, minimum 62mm in diameter, supply and install, includes first watering, staking, and fertilizer	EA		20		
Cedar hedge plants, minimum 1.5 m high, supply & install, includes first watering and fertilizing.	EA		15		
TOTAL YEAR ONE					

YEAR TWO (OPTION): 01 April 2015 to 31 March 2016.

YEAR TWO					
DESCRIPTION	UNIT	UNIT PRICE	Estimated Quantity	Extended Price	Estimated Total
LANDSCAPING AND TREES - GENERAL					
hourly rate for labourer	HR		40		
Back hoe or skid steer - float charge includes delivery and pick up combined	EA		10		
Back hoe and operator per hour not including float and pick up	HR		16		
Back hoe and operator per 8 hr day not including float and pick up	EA		6		
Skid steer and operator per hour not including float and pick up	HR		16		
Skid steer and operator per 8 hr day not including float and pick up	EA		4		
LANDSCAPING - GENERAL					
Patio stones, remove, regrade and reinstall.	M2		40		
Supply and Install 75 cm by 75 cm reinforced cement patio stones - does not include installation of stone dust base	EA		60		
LANDSCAPING - LAWN MAINTENANCE					
Lawn, sod, 25 mm deep, supply & install over 3 M2, includes preparation, rolling and first watering.	M2		400		
Lawn, sod, 25 mm deep, supply & install up to 3 M2, includes preparation, rolling and first watering.	M2		100		
Planting bed, weed, by hand.	M2		100		
Soil, conditioned supply to one delivery point, first M2.	M2		6		
Soil, conditioned supply to one delivery point, each additional M2	M2		42		
Top soil, screened, supply and spread, 50 mm deep.	M2		190		
Soil, supply and spread to create positive drainage, includes seed, first M3.	EA		6		
Soil, supply and spread to create positive drainage, includes seed, additional M3.	EA		20		
TREES & SHRUBBERY					
TREES & SHRUBBERY - TREE MAINTENANCE					
Bush, trim, up to 2 m, includes disposal of	EA		5		

trimmings.					
Bush, trim, over 2 m, includes disposal of trimmings.	EA		16		
Hedge, over 1.8 m, trim, includes disposal of trimmings.	LM		12		
Shrub, up to 1.8 m height, prune, includes cleanup, per shrub.	EA		5		
Shrub, over 1.8 m height, prune, includes cleanup, per shrub.	EA		13		
Tree, Spike fertilizer, two tree spikes per tree, supply and install, per tree.	EA		6		
Tree, 10 cm-25 cm diam., light prune.	EA		8		
Tree, 10 cm-25 cm diam., heavy prune.	EA		2		
Tree, 25 cm- 50 cm diam., light prune.	EA		6		
Tree, 25 cm-50 cm diam., heavy prune.	EA		10		
Tree, 50 cm-75cm diam., light prune.	EA		9		
Tree, 50 cm-75 cm diam., heavy prune.	EA		12		
Tree, over 75 cm diam., light prune.	EA		2		
Tree, over 75 cm diam., heavy prune.	EA		3		
TREES & SHRUBBERY - STUMP REMOVAL					
Stump, grinding, up to 25 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 25 cm to 50 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 50 cm to 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, over 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
TREES & SHRUBBERY - TREE/SHRUB REMOVAL					
Shrub, remove and dispose, no stump removal.	EA		10		
Shrub, remove and dispose, includes stump removal to 150 mm below grade, topsoil and seed.	EA		20		
Tree, up to 15 cm in diam., no grinding, no stump removal, remove and dispose.	EA		2		
Tree, up to 15 cm in diam., grinding, remove and dispose.	EA		5		
Tree, 15 cm to 25 cm diam., no grinding, no stump removal, remove and dispose.	EA		1		
Tree, 15 cm to 25 cm diam., grinding, remove	EA		5		

and dispose, includes topsoil, leveling and sodding or seeding.					
Tree, 25 cm to 50 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		4		
Tree, 50 cm to 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		7		
Tree, over 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		2		
TREES & SHRUBBERY - PLANTING					
Tree planting, sugar maple, ash or common local varieties (hardwood), as per CFHA Representative, minimum 62mm in diameter, supply and install, includes first watering, staking, and fertilizer	EA		20		
Cedar hedge plants, minimum 1.5 m high, supply & install, includes first watering and fertilizing.	EA		15		
TOTAL YEAR TWO					

YEAR THREE (OPTION): 01 April 2016 to 31 March 2017.

YEAR THREE					
DESCRIPTION	UNIT	UNIT PRICE	Estimated Quantity	Extended Price	Estimated Total
LANDSCAPING AND TREES - GENERAL					
hourly rate for labourer	HR		40		
Back hoe or skid steer - float charge includes delivery and pick up combined	EA		10		
Back hoe and operator per hour not including float and pick up	HR		16		
Back hoe and operator per 8 hr day not including float and pick up	EA		6		
Skid steer and operator per hour not including float and pick up	HR		16		
Skid steer and operator per 8 hr day not including float and pick up	EA		4		
LANDSCAPING - GENERAL					
Patio stones, remove, regrade and reinstall.	M2		40		
Supply and Install 75 cm by 75 cm reinforced cement patio stones - does not include installation of stone dust base	EA		60		
LANDSCAPING - LAWN MAINTENANCE					
Lawn, sod, 25 mm deep, supply & install over 3 M2, includes preparation, rolling and first watering.	M2		400		
Lawn, sod, 25 mm deep, supply & install up to 3 M2, includes preparation, rolling and first watering.	M2		100		
Planting bed, weed, by hand.	M2		100		
Soil, conditioned supply to one delivery point, first M2.	M2		6		
Soil, conditioned supply to one delivery point, each additional M2	M2		42		
Top soil, screened, supply and spread, 50 mm deep.	M2		190		
Soil, supply and spread to create positive drainage, includes seed, first M3.	EA		6		
Soil, supply and spread to create positive drainage, includes seed, additional M3.	EA		20		
TREES & SHRUBBERY					

TREES & SHRUBBERY - TREE MAINTENANCE					
Bush, trim, up to 2 m, includes disposal of trimmings.	EA		5		
Bush, trim, over 2 m, includes disposal of trimmings.	EA		16		
Hedge, over 1.8 m, trim, includes disposal of trimmings.	LM		12		
Shrub, up to 1.8 m height, prune, includes cleanup, per shrub.	EA		5		
Shrub, over 1.8 m height, prune, includes cleanup, per shrub.	EA		13		
Tree, Spike fertilizer, two tree spikes per tree, supply and install, per tree.	EA		6		
Tree, 10 cm-25 cm diam., light prune.	EA		8		
Tree, 10 cm-25 cm diam., heavy prune.	EA		2		
Tree, 25 cm- 50 cm diam., light prune.	EA		6		
Tree, 25 cm-50 cm diam., heavy prune.	EA		10		
Tree, 50 cm-75cm diam., light prune.	EA		9		
Tree, 50 cm-75 cm diam., heavy prune.	EA		12		
Tree, over 75 cm diam., light prune.	EA		2		
Tree, over 75 cm diam., heavy prune.	EA		3		
TREES & SHRUBBERY - STUMP REMOVAL					
Stump, grinding, up to 25 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 25 cm to 50 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, 50 cm to 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
Stump, grinding, over 75 cm diam., remove and dispose, includes clean up, topsoil, leveling and sodding or seeding.	EA		2		
TREES & SHRUBBERY - TREE/SHRUB REMOVAL					
Shrub, remove and dispose, no stump removal.	EA		10		
Shrub, remove and dispose, includes stump removal to 150 mm below grade, topsoil and seed.	EA		20		
Tree, up to 15 cm in diam., no grinding, no stump removal, remove and dispose.	EA		2		
Tree, up to 15 cm in diam., grinding, remove and dispose.	EA		5		
Tree, 15 cm to 25 cm diam., no grinding, no	EA		1		

stump removal, remove and dispose.					
Tree, 15 cm to 25 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		5		
Tree, 25 cm to 50 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		4		
Tree, 50 cm to 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		7		
Tree, over 75 cm diam., grinding, remove and dispose, includes topsoil, leveling and sodding or seeding.	EA		2		
TREES & SHRUBBERY - PLANTING					
Tree planting, sugar maple, ash or common local varieties (hardwood), as per CFHA Representative, minimum 62mm in diameter, supply and install, includes first watering, staking, and fertilizer	EA		20		
Cedar hedge plants, minimum 1.5 m high, supply & install, includes first watering and fertilizing.	EA		15		
TOTAL YEAR THREE					

ANNEX "C"

CUSTOMER CARE REQUIREMENTS

1. Description of Work

- a. Special requirements when dealing with or when in contact with the unit occupant on Canadian Forces Housing Agency projects.

2. Discussions with Customer/Occupant

- a. Maintain courteous discussions with unit / occupant at all times.
- b. Due to the nature of the project work, some occupants may express concern. The contractor must ensure all explanations of work fully address the safety precautions to be taken to protect occupants during landscaping work
- c. Inform unit/occupant prior to the commencement of any works:
- (1) What works are to be done.
 - (2) How the works will be done.
 - (3) Who will be involved in the performance of the works.
 - (4) How long the works will take to be completed.
 - (5) What degree of inconvenience there might be to the customer. Normal working hours 08:00 to 17:00hrs.
 - (6) What safety measures and other protections are being implemented to protect the individual family members of the unit/occupant.
 - (7) What the daily clean-up schedule will be during the performance of the works.

3. Contractor's Duties, Observations and Opinions

- a. The Contractor is to only perform the works of this contract and is not to undertake any works for the unit/occupant while this contract is in effect.
- b. Should the Contractor observe any aspects of the works to be performed as being defective, limited, ineffective, wasteful or in any other way unacceptable in his view, he is not to discuss or in any way indicate any of his opinions with or to the unit/occupant. Any of these observations are to be brought to the attention of the Technical Authority only.
- c. At no time is the Contractor to enter into any discussions with the unit/occupant that may leave the unit/ occupant with any expectations either positive or negative with respect to the works being performed.

4. Contractor's Site Etiquette

- a. Contractor's etiquette when working in or about the unit/occupant premises will consist of but not be limited to:
- (1) Knock on the front door of the unit/occupant living unit and obtain verbal approval prior to entrance.
 - (3) There is to be no smoking or the use of any form of tobacco product in or about the premises of the unit/occupant.
 - (4) The Contractor is only to use his own prearranged washroom facilities and is NOT to use the washroom facilities of the occupant.

Solicitation No. - N° de l'invitation

W3713-13KN01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin620

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

W3713-13-PKN01

File No. - N° du dossier

KIN-3-40133

CCC No./N° CCC - FMS No/ N° VME

(5) Should any confrontation occur with the unit/ occupant, terminate discussions immediately and inform the Technical Authority.

5. Protection of Premises

a. The Contractor is to at all times protect the premises of the unit/occupant by performing but not limiting himself to the following duties:

- (1) Stockpiles of materials, tools or equipment are not to be on any occupant premises.
- (2) Contractor's employees or any individuals associated with the Contractor are to park their vehicles in areas approved by the Technical Authority and not on lawns. Contractors may not block access to occupant's parking area with their vehicles or equipment.
- (3) The work site and access to it is to be kept clean and tidy at all times and a complete clean-up is to be undertaken at the end of each work day prior to the Contractor leaving the site.

6. Electrical, Water and Heating Services

a. The Contractor is to make arrangements for and supply his own electrical, water and heat as required for the performance of the intended works in occupied units.

b. The Contractor may use the electrical services available in an unoccupied premises with the approval of the Technical Authority.

7. Materials, Tools and Equipment Storage

a. The Contractor is to obtain approval of all locations for the storage of materials, tools and equipment from the Technical Authority.

ANNEX "D"

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 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. 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.