

Solicitation No. - N° de l'invitation

W0118-15S026/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37262

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

W0118-15S026

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, 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, Insurance Requirements, and the Standing Offer Usage Report.

1.2 Summary

The Department of National Defence, CFB Shilo has a requirement for the supply of all labor, materials, equipment, transportation and supervision required for the maintenance of trees, shrubs and hedges at the Canadian Forces Base Shilo, Shilo, Manitoba on an "as required" basis for one (1) year from date of issuance, with two (2) consecutive one year option periods in accordance with the terms and conditions detailed herein.

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

1.3 Debriefings

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

2.1 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 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.

2.3 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.

2.4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5. 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 Manitoba.

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

3.1. 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 color 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.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- 1. A complete list of the mandatory requirements is detailed in the **Mandatory Criteria**. It is **mandatory** for offerors to complete and submit the Mandatory Criteria with their offer.

| Item | Mandatory Criteria | Yes | No | Bidder's Cross Reference |
|------|--|-----|----|--------------------------|
| 1. | The offeror must be able to perform the full scope of work described in Annex A – Statement of Work. | | | |
| 2. | The offeror must provide pricing as shown in Annex B – Basis of Payment. | | | |
| 3. | The Pesticide Applicator must hold a valid Manitoba Pesticide Applicator license and provide a copy of the license(s). | | | |
| 4. | The Arborist must hold a valid Manitoba Arborist license (International Society of Arboriculture I.S.A. Certificate) and provide a copy of the license(s). | | | |
| 5. | The Offeror must designate a Supervisor to be on site while work is being performed. | | | |

- 2. To clearly demonstrate compliance with the mandatory criteria, offerors must respond with complete licenses or documents specified, if applicable.
- 3. The complete licenses and documents specified should be submitted with the offer, but may be submitted afterwards. If the complete licenses and documents specified are not submitted as requested, the Contracting 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 Contracting Authority and meet the requirement within that time period will render the offeror non-responsive.

4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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 Employment and Social Development Canada-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.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.2 Status and Availability of Resources

M3020T (2010-01-11) Status and Availability of Resources

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

6.3.2 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. 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 quarterly reporting periods are defined as follows:

- 1st quarter: June 1 to August 31;
- 2nd quarter: September 1 to November 30;
- 3rd quarter: December 1 to February 29;
- 4th quarter: March 1 to May 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is one (1) year from date of issuance.

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6.4.2 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 year option 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mr. Ashley Loxton
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 100-167 Lombard Avenue
Winnipeg, Manitoba R3B 0T6

Telephone: 204-510-9537
Facsimile: 204-983-7796
E-mail address: ashley.loxton@pwgsc-tpsgc.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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is: **TBD**

The Project 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.

6.5.3 Offeror's Representative - TBD

Name: _____
Phone: _____
Email: _____

6.6 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.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Department of National Defence, CFB Shilo, Shilo (Manitoba).

6.8 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.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ **TBD** (Applicable Taxes excluded).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **TBD** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C; (2014-09-25) General Conditions - Services (Medium Complexity),
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated **TBD**.

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

6.12.2 SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources

6.13 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 Manitoba.

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.2.3 SACC Manual Clauses

M3800C (2006-08-15), Estimates

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 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.

6.5 Payment

6.5.1 Basis of Payment - Limitation of Expenditure

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.

6.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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.

6.5.4 SACC Manual Clauses

H1000C (2008-05-12), Single Payment

6.6 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.

Each invoice must be supported by:

- a) 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.

6.7 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.

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

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

The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.8 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

PART 1 - DESCRIPTION OF WORK

1. The Department of National Defence, CFB Shilo has a requirement for the supply of all labor, materials, equipment, transportation and supervision required for the maintenance of trees, shrubs and hedges at the Canadian Forces Base Shilo, Shilo, Manitoba on an "as required" basis for one (1) year from date of issuance, with two (2) consecutive one year option periods in accordance with the terms and conditions detailed herein.
2. Work included by this Standing Offer but is not necessarily confined to the following:
 - 1) Pruning of all species of trees.
 - 2) Removal of suckers.
 - 3) Treatment of cuts on live trees.
 - 4) Removal of dead trees.
 - 5) Removal or treatment of infected trees and conifers.
 - 6) Stump removal.
 - 7) Removal and disposal of all waste materials.
 - 8) Chipping of non-infected branches and trees.
 - 9) Bulk replacement of chipped material at various sites

DEFINITIONS

1. Reference to Engineer or Contract Inspector shall be construed as the "Project Authority" and will be that person responsible for overlooking the Standing Offer's inspection and progress.
2. This person shall be designated at the time of Standing Offer award or pre-startup meeting.

SHILO'S ENVIRONMENTAL POLICY

1. In accordance with Canadian Forces Base Shilo's "Environmental" policy, the Offeror will only provide "environmentally safe" products. The Offeror shall submit product data and Material and Safety Data Sheets (MSDS) for all "environmentally safe" products used.

SCHEDULE

2. Engineer shall provide schedule for each raised call-up.

OFFEROR'S USE OF SITE

1. Use of site shall be as directed by the Engineer or Range Control Officer.
2. A sign-in/out register will be maintained at the Contracts Office of Engineering Services located in Building P-101. Offeror will ensure a responsible 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 Offeror's 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.

EXISTING SERVICES

1. Where work involves possible interference with existing services such as overhead power lines, proceed as directed by authorities having jurisdiction for that particular service with minimum of disturbance.

INTERFERENCE AND SECURITY

1. Execute work with least possible interference or disturbance to occupants, public and normal use of area. Arrange with Engineer to facilitate execution of proposed scope.

QUALIFICATIONS

1. The Pesticide Applicator must hold a valid Manitoba Pesticide Applicator license and provide a copy of the license(s).
2. The Arborist must hold a valid Manitoba Arborist license (International Society of Arboriculture I.S.A. Certificate) and provide a copy of the license(s).

ON SITE SUPERVISION

1. The Offeror will designate a Supervisor to be on site at all times during work and act upon the Engineers instructions.

HOURS

1. The Offeror shall comply with normal business hours. Normal business hours are 07:30 to 16:00 Monday to Friday.
2. Any deviations from these stipulated hours must be approved by the Engineer.

PROCEEDURES

1. The Offeror will report to the Engineer prior to the starting for each requisition raised and must report to Engineer at the start of each day for that particular requisition.

INSPECTION

1. The Engineer will be given two hours notice to inspect each completed phase of work. Offeror must not proceed until the proceeding phase has been approved by the Engineer.

SMOKING POLICY

1. There will be NO SMOKING within any DND facility, within the refueling compound or Ammunitions Compound at any time.

SAFETY MEASURES

1. Observe Safety Measures, Safe Work Procedures, Safety Bulletins from Manitoba Labour's Workplace Safety and Health; and Worker's/Workmen's Compensation Board safety standards and, in any case of conflict or discrepancy, the more stringent requirement will apply.
2. Offeror is to wear CSA approved Personal Protective Equipment "PPE" as required, and in accordance with Offeror's Safe Work Procedures and Safety Plan, including all requirements listed on any MSDS document provided.
3. All Offerors, subofferors and their employees who are working within the CFB Shilo Range and Training Area (RTA) must receive a "Range Safety Briefing" from Range Control to be conducted at building R4-34 prior to starting any work. This briefing can be coordinated through the Engineer.
4. Bookings must be scheduled 24hrs prior to going on the Ranges.
5. All vehicles and personnel must enter and exit the RTA from the Main Control Gate at Building R4-34.
6. Range Safety Briefings are valid only for one year. Re-training is required after each year.

POWER AND WATER SUPPLY

1. DND can provide, free of charge, temporary electric power and water.

WHIMIS

1. 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 (MSDS) acceptable to Labour Canada and Health and Welfare Canada.
2. Deliver copies of MSDS sheets to Engineer on delivery of materials.

FIRE AND SAFETY REQUIREMENTS

1. Report immediately all fire incidents to the Fire Department by activating the nearest fire alarm box and by calling 911.
2. Persons activating fire alarm box or calling 911 is to remain at near the scene to assist in directing the Fire Department to the location of the fire.

CLEAN-UP

1. On completion, the Offeror must remove all tools, equipment and waste materials from area.

PART 2 – GENERAL

REFERENCES

1. Environmental Control and Safety Products Act.

2. Agricultural Canada, The Pruning Manual latest edition.
3. Dutch Elm disease Act and Regulations.

PART 3 – PRODUCTS

TREE WOUND DRESSING

1. Materials for pest, insect or treatment of scars shall meet the Agricultural Canada, Regulations and Environmental Control and Safety Product Act.
2. Submit a list of materials available complete with applicable approval numbers to Engineer.

EQUIPMENT

1. Equipment used such as ladders, scaffolding, axes saws, hedge clippers, power generators, bucket trucks, cranes and the like, must be in measures of Workplace Health and Safety.

PART 4 – EXECUTION

WARNING SIGNS

Warning signs shall be posted 24 hours prior to any form of pesticide application. However, it is recognized that under certain unforeseen weather conditions, spraying or application operations may have to be initiated on short notice; under these circumstances, the 24 hour pre-application posting requirement may not be possible, but signs must nonetheless be posted prior to any type of pesticide application.

Signs shall remain posted for at least 48 hours after application; unless a longer safe re-entry time is specified.

Signs must be made of weather resistant materials. They should be approximately 500 mm high by 400 mm wide.

The sign shall contain the following words:

WARNING – PESTICIDES USED ATTENTION - PESTICIDES UTILIZÉ

The sign also shall contain a warning pictogram that alerts the public not to touch or walk on treated plants or areas.

The sign shall also indicate the following:

- a) Date of application.
- b) Name of pesticide used.
- c) PCP Registration number.
- d) Reason for application.
- e) Telephone number for information.
- f) Safe re-entry dates.

TREE AND SHRUB CARE

1. Pruning shall serve two purposes:
 - I. **To improve the trees and shrubs; health and vigor.**
 - II. **To improve aesthetic value by directing growth and development of the tree/shrub.**
1. All pruning of Elm trees shall be completed between September 15 and March 31 of any year.
2. All equipment and vehicles shall be sanitized before proceeding to new area to the Engineer's approval.
3. All cuts shall be made so that the natural processes will heal the cut surface completely and not contribute to the death of the buds immediately below.
4. Remove any branches that are dead, weak, diseased, broken or growing in a manner considered undesirable for the overall health and appearance of the plant.
5. When heavy limbs are removed, precautions are to be taken to avoid tearing bark from the tree before completely sawn through.
6. All wounds on the tree shall be smoother and cleaned, as necessary and trimmed back into healthy tissue to encourage quick healing.
7. All equipment with cutting edges must be sanitized with denatured alcohol before pruning each tree.
8. Stubbing of major branches or the trunk, normally called "pollarding" shall not be permitted and all cuts shall be made at the nodes or crotches.
9. The pruning of any tree/shrub shall be carried out in such a manner as to retain its natural form as much as possible.
10. In pruning for clearance of lights, utility lines and structures, the stripping of one side of the tree shall be avoided.
11. All seriously abraded and weakened branches and twigs shall be removed where they could be a hazard, fall in high winds or heavy precipitation or abrade against other major branches causing further mechanical damage. Any abrasion over 10 cm in diameter shall be traced, if necessary, the smaller of two abrading branches shall be removed unless such cutting will disrupt the natural form of the tree.
12. All broken branches shall be pruned back to the nearest suitable trunk, crotch or lateral. To facilitate optimum healing, all pruning cuts shall be made flush with the lateral, main branch or trunk on twigs or small branches, no more than 13 mm above any bud.
13. **ALL ELM REMOVED DURING A PRUNING OPERATION SHALL BE DISPOSED OF IN ACCORDANCE WITH THE DUTCH ELM DISEASE ACT AND REGULATIONS.**
14. All stumps from removed trees shall be treated with "fuel oil" in a manner prescribed by the Department of National Resources, Dutch Elm Disease Branch.

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15. No tree shall have more leaf bearing branches removed than is permissible from that species. The removal of more than one third of the foliage at any one time shall be avoided.
16. No "hangers" shall be left on any pruned tree at the close of the work day, leaving the site or at the end of any shift.
17. All cuts, old and new, 25 mm in diameter and over shall be treated with an approved tree wound dressing. On old wounds, treat exposed wood only.
18. Chip all non-infected branches and trees.
19. Offeror is to place/replace chip materials at various sites from bulk chips.

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ANNEX B

BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement and all option periods.

THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL OFFER.

Offerors shall provide offers as per unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Rates must include all costs associated with providing the service in accordance with Annex "A" - Statement of Work. Firm All-Inclusive Rates must remain for the period of the Standing Offer Agreement, FOB Destination, and GST is extra. GST is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

STANDING OFFER PERIOD: YEAR 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 offeror's Supervisor regular hourly rate.

| | Description | Estimated Annual Hours | Hourly Rate | Extended Price |
|---|--|------------------------|-------------|----------------|
| 1 | On site supervisor | 100 | \$ | \$ |
| 2 | On site laborer | 80 | \$ | \$ |
| 3 | Service truck including tools and equipment | 80 | \$ | \$ |
| 4 | Bucket truck including tools and equipment | 80 | \$ | \$ |
| 5 | Stump removal including tools and equipment | 5 | \$ | \$ |
| 6 | Control treatment of infected trees including tools and equipment | 10 | \$ | \$ |
| 7 | Chipping of branches and trees complete with tools, truck, and equipment | 40 | \$ | \$ |

Control treatment materials requested by Department of National Defence shall be invoiced at Supplier's laid-down cost, plus a mark-up of ___% not to exceed manufacturers suggested price.
(Estimated Usage: \$1,400.00)

Additional Arborist Items – Other additional arborist related items not listed above, may be requested for rental will be charged at the current published rental guide price less a ___% discount.
(Estimated Usage: \$4,000.00)

Standing Offer Agreement Period Total \$ _____

STANDING OFFER PERIOD: OPTION YEAR 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 offeror's Supervisor regular hourly rate.

| | Description | Estimated Annual Hours | Hourly Rate | Extended Price |
|---|--|------------------------|-------------|----------------|
| 1 | On site supervisor | 100 | \$ | \$ |
| 2 | On site laborer | 80 | \$ | \$ |
| 3 | Service truck including tools and equipment | 80 | \$ | \$ |
| 4 | Bucket truck including tools and equipment | 80 | \$ | \$ |
| 5 | Stump removal including tools and equipment | 5 | \$ | \$ |
| 6 | Control treatment of infected trees including tools and equipment | 10 | \$ | \$ |
| 7 | Chipping of branches and trees complete with tools, truck, and equipment | 40 | \$ | \$ |

Control treatment materials requested by Department of National Defence shall be invoiced at Supplier's laid-down cost, plus a mark-up of ___% not to exceed manufacturers suggested price.
(Estimated Usage: \$1,400.00)

Additional Arborist Items – Other additional arborist related items not listed above, may be requested for rental will be charged at the current published rental guide price less a ___% discount.
(Estimated Usage: \$4,000.00)

Standing Offer Agreement Period Total \$ _____

STANDING OFFER PERIOD: OPTION YEAR 2

Call-out during regular working hours (7:30 AM – 4:00 PM) to and from worksite, will be paid based on one hour of offeror's Supervisor regular hourly rate.

| | Description | Estimated Annual Hours | Hourly Rate | Extended Price |
|---|--|------------------------|-------------|----------------|
| 1 | On site supervisor | 100 | \$ | \$ |
| 2 | On site laborer | 80 | \$ | \$ |
| 3 | Service truck including tools and equipment | 80 | \$ | \$ |
| 4 | Bucket truck including tools and equipment | 80 | \$ | \$ |
| 5 | Stump removal including tools and equipment | 5 | \$ | \$ |
| 6 | Control treatment of infected trees including tools and equipment | 10 | \$ | \$ |
| 7 | Chipping of branches and trees complete with tools, truck, and equipment | 40 | \$ | \$ |

Control treatment materials requested by Department of National Defence shall be invoiced at Supplier's laid-down cost, plus a mark-up of ___% not to exceed manufacturers suggested price.
(Estimated Usage: \$1,400.00)

Additional Arborist Items – Other additional arborist related items not listed above, may be requested for rental will be charged at the current published rental guide price less a ___% discount.
(Estimated Usage: \$4,000.00)

Standing Offer Agreement Period Total \$ _____

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STANDING OFFER PERIOD: YEAR 1

TOTAL \$ _____

STANDING OFFER PERIOD: OPTION YEAR 1

TOTAL \$ _____

STANDING OFFER PERIOD: OPTION YEAR 2

TOTAL \$ _____

EVALUATED TOTAL \$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

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.

