



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOTenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOTenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

<b>Title – Sujet</b> Landscaping and Grounds Maintenance Services at the Victoria Canadian Coast Guard Base located at 21 Huron St., Victoria, B.C.		<b>Date</b> August 12, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160387		
<b>Client Reference No. - No. de référence du client</b> F1734-160047		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 Atlantic Time  <b>On / le :</b> October 4, 2016		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kimberly Walker <b>Email – courriel:</b> <a href="mailto:DFOTenders-soumissionsMPO@dfo-mpo.gc.ca">DFOTenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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



The **2003 (2015-07-03)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

## 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

## 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

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

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



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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

**2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)**

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](#)

**Section I: Technical Bid**

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

**Section II: Financial Bid**

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Annex E for details

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex E for details

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price (*Bid*)



## 4.2 Basis of Selection

### 4.2.1 Basis of Selection - Highest Combined Rated of Technical Merit and Price SACC Manual Clause A0027T, (2012-07-16)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale 100 points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % (*insert the percentage for technical merit*) for the technical merit and 40 % (*insert the percentage for price*) for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 % (*insert the percentage for technical merit*).
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 % (*insert the percentage for price*).
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

#### Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd



## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

#### **5.1.1 Certifications Precedent to Contract Award**

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

#### **5.1.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

##### **5.1.2.1 Insurance**

The Contractor must forward to the Contracting Authority, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

##### **5.1.2.2 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

##### **5.1.2.3 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this





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requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c)** For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### 6.1.1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- b. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- c. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- d. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- e. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
- f. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

6.1.1.2 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at [Craig.Stefan@dfo-mpo.gc.ca](mailto:Craig.Stefan@dfo-mpo.gc.ca) or at 250-775-8889 phone.

6.1.1.3 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.



### 6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from November 1, 2016 to October 31, 2017

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_



Address: \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 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 Payment

#### 6.7.1 Basis of Payment

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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

#### 6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

#### 6.7.3 Monthly Payment



Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- b. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c. all such documents have been verified by Canada;
- d. the Work performed has been accepted by Canada.

## 6.8 Invoicing Instructions

2.4.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

6.8.1.2 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.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

## 6.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2010C](#) ([2015-09-03](#)), General Conditions - Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Insurance Conditions;



## 6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## 6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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 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.

## 6.14 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the



Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract



## ANNEX "A" STATEMENT OF WORK

### Title

Landscaping and Grounds Maintenance Services at the Victoria Canadian Coast Guard Base located at 21 Huron St., Victoria, B.C.

### Contracting Period

Commencing November 1, 2016 through to October 31, 2017, with the option for 2 additional 1 year periods exercised at the discretion of Fisheries and Oceans Canada

Option periods if exercised will be November 1, 2017 through to October 31, 2018 and November 1, 2018 through to October 31, 2019.

### Site Visit

A **Mandatory Site Visit** will be held on **Tuesday, September 13 at 10 am local time** at Fisheries and Oceans Canada Canadian Coast Guard (CCG) Base 21 Huron St., Victoria, BC. It is a requirement for all persons wishing to submit a bid on this project, attend this meeting at the site to familiarize themselves fully with the scope of work and the tendering requirements. The Bidder's representative must sign an attendance list and attend the entire site visit, to have their bid submission considered responsive.

### Site Description

The site is located in the entrance to Victoria Harbor. The property is entirely developed and secured by 24/7 on site security and chain link fencing. Structures include six special purpose buildings, 600 foot wharf and marine infrastructure, helicopter hangar and apron, paved operations areas and three parking lots. Vegetation consists of horticulture and native plants and trees and several large lawns and garden beds including a roof top lawn and garden.

The majority of the Canadian Coast Guard site is built on reclaimed waterfront property highly visible to the general public and Cruise Ship pedestrian traffic. Areas adjacent to the public sidewalk and Admin Building rooftop will be maintained and completed at the beginning of every service visit to maintain the best public perception of care of care of lawns of lawns and gardens.

It is not the intent of the landscape contract to produce and maintain a "show piece". The intent of the contract is to maintain a safe, healthy and peaceful space that both the client and visitors find appealing and unpretentious.

The standard of landscaping at the Canadian Coast Guard Base is one of low impact on the environment and forethought toward maintaining both native, domestic and transition vegetation areas. The control/elimination of fertilizers, pesticides and weed control products, will be done by Best Practices in accordance to industry best practices, must assure good water quality and non-contamination of marine tanks and associated gear stored on the property. It also assures that wildlife is not harmed. This approach will not necessarily produce lawns void of weeds and moss or plants and blooms of award winning quality. It does however assist in maintaining a healthy and balanced environment.

### Work Schedule

As the Canadian Coast Guard Base is considered a 24/7 operation motorized work will be scheduled to be done on Saturdays, with "un-motorized" work performed all other days.

The minimum level of effort required is 8 hours per week.

Scheduled work will not interfere with day to day operations of the base and specific directions will be given and strictly adhered to when work is arranged to be performed on the perimeter of the helicopter operations area.

Hours of work will be 0800 – 1630 Hours, Monday – Saturday.





Contractor **will not** work “after hours” unless requested and approved in writing by the RPSS Site Representative.

Work is not to be performed on the following Statutory Holidays observed by the Federal Government:

1. New Year's Day,
2. Good Friday,
3. Family Day,
4. Victoria Day,
5. July 1",
6. Municipal holiday (1st Monday in August)
7. Labour Day,
8. Thanksgiving Day,
9. Remembrance Day,
10. Christmas Day and
11. Boxing Day.

The Contractor will be required to provide landscaping services on Family Day (3rd Monday of February) at its regular rates as the Federal Government does not observe this Holiday.

#### Landscape / Maintenance Specifications

##### Tasks to be Performed / General Instructions

General landscaping services will include landscaping repairs, minor landscaping construction, grounds maintenance, irrigation installation, and repairs. The work shall include the maintenance of the grounds as indicated on the attached plans. The contractor will contact the RPSS Site Representative or designate to discuss job conditions and any problems that may arise weekly. **Providing heavy equipment (e.g.; truck with snow blade, bobcat, and backhoe) for snow clearing is not within the scope of this contract.** However, general labour may be required to assist in manual snow removal and salt / sand spreading.

The grounds have many mature native and cultured trees that require annual pruning and attention. Trees higher than 18' from ground level are not within the scope of this contract. Pruning of trees and shrubs shall be performed within the appropriate time of year and the requirement of the individual species. Trees and shrubbery (under 18' in height) shall be pruned annually. Contractor to supply a pruning schedule by species at the beginning of the contract.

There are many native animals and birds including deer, otters, raccoons, geese and pigeons. These animals have an impact on the landscape contract. No product shall be used to control vegetation which is an environmental contaminant or harmful to wildlife. In addition, the contractor shall remove the wildlife's droppings from all areas of the site (see attached site plan). Damage of the vegetation by the wildlife is not the responsibility of the contractor.

There are to be no fertilizers, herbicides, fungicides or similar additives applied to any vegetation at this facility without prior approval from the RPSS Site Representative. The use of top dressing such as wood mulch is at the discretion of the RPSS Site Representative and a sample shall be provided for examination prior to any application. Lawns may be dressed with suitable sand. Garden beds may be dressed with suitable topsoil. All costs for dressing materials shall be negotiated with and accepted by the RPSS Site Representative prior to procuring and application.

Underbrush, specifically blackberry canes, is to be controlled at all times and shall not be permitted to intrude into improved areas.

Lawns, planters and gardens are to be watered and tended to, to ensure a neat and healthy appearance.

All walkways, roadways and areas shall be kept clean of any vegetation. This includes bark, leaf, branch, berry, bloom, clippings and garbage debris.



Undergrowth in the Property Security Fencing shall be maintained and cut back a minimum of 6 feet on either side of the fence. All roadways and paths in Zone 3 shall be kept clear of undergrowth.

In the event the contractor fails to perform the work in accordance with the specifications and if this failure is not corrected within two working days; Canada has the right to withhold payment from the Contractor until the work has been completed.

#### DFO Responsibilities

2. The costs for the purchase of perennials and shrubs are the responsibility of the RPSS Site Representative.
3. Fisheries and Oceans is responsible for the cost and repair to zone timers, solenoid valves and pressure regulator valves, filters, supply piping services up to the sprinkler head / drip system piping. Work related to the replacement of buried services is included in the hourly rate provided by the contractor. Cost of sprinkler heads is the responsibility of the contractor.

*DFO will supply all water hoses.*

#### Contractors Responsibilities

1. End devices for hoses such as spray nozzles are the responsibility of the contractor to supply and maintain for watering of the horticultural areas.
2. Contractor must ensure its employees are supervised at all times by a person knowledgeable in landscaping design and horticultural practices.
3. To supply all labour, materials, tools, equipment and supervision and transportation required to perform various Landscaping and Grounds Maintenance Services.
4. Work interruption based upon available labour, equipment, materials or weather is the responsibility of the contractor.
5. The contractor or representative shall communicate weekly with the RPSS Site Representative as to the condition and standard of work and associated issues.

*The Contractor is responsible for ensuring that all material and / or services provided conform to contract requirements. All material is subject to inspection / verification (identity, conditions and count) / acceptance by the RPSS Site Representative.*

6. Contractor is to immediately address health and safety non-compliance issues identified by the RPSS Site Representative and provide within in 2 days a written report of action taken to correct non-compliance with health and safety issues identified.

#### Plants / Shrubs

The contractor shall provide annual bedding plants when deemed necessary by the RPSS Site Representative.

All beds and planters will be cleared of spent annual / perennial flower stalks. Perennial plants and bulbs are not to be removed from beds / planters. Weeding shall be performed as needed. Weed growth between paver blocks and along perimeter of buildings and around equipment shall be trimmed. Tall grasses will be trimmed between 2 to 4 inches using applicable weed trimmers or mowers

#### Lawns

Lawns are to be cut as required and maintained at a height of 1 ½" to 2 ½". Grass at border edges, along plant beds or around tree bases (if applicable) is to be trimmed and edged. Grass clippings are to be bagged and removed from the site. Aerating of lawns is to be limited to once per year. Lawns are to be kept clear of leaves, branches and tree limbs.



### Water Use

There is a limited lawn and shrubbery water sprinkling / drip systems, which is to be maintained by the contractor. This includes:

1. winterizing of the systems
2. repairs, adjustment and replacement of sprinkler units
3. frequent adjustment of water sprinkler zone timers

Water used for maintaining the vegetation, must be controlled in a manner that supports conservation. Sprinklers are to be adjusted to assure maximum effectiveness. Over spray onto roadways and walkways is to be limited.

Seasonal and daily weather changes will reflect on the need for water application.

### Safety

The contractor will assure that all contractors' staff works in accordance to Work Safe BC regulations. Staff will be provided with and use appropriate safety gear and be made aware of safety procedures to be followed when using lawn equipment on hillsides, by the contractor. Prior to beginning the contract, all contractor's employees will be provided a safety orientation session by the RPSS Site Representative. The contractor's supervisor will assure that all staff will be familiarized with this safety orientation prior to commencing any work activity at this facility. The contractor is responsible to supply all safety equipment. This includes personal protection equipment for their staff.

### Equipment and Supplies

All equipment shall be in good working condition and equipped with well-maintained safety guards and safety devices. All gas engines shall have appropriate mufflers in good condition. When using weed eater and leaf blowers, proper eye / face protection and hearing protection shall be used. All equipment shall be used in a safe manner to prevent vegetation and soil materials from impacting on vehicles and buildings and pedestrians. Injuries or damage caused by the misuse or inadequate safety equipment is the responsibility of the contractor. Gasoline used for landscape machinery shall be kept in containers specifically designed for gasoline dispensing. The containers shall have proper dispensing spouts and seal / vent caps. Vent and seal caps will be installed at all times except when fueling equipment. Flammable containers (gasoline) shall not be left unattended or placed on roadways or walkways. Contractor is to supply spill kit suitable for the products used and ensure that staff are trained. Spillage of gasoline shall be avoided. Any spills MUST be reported to the RPSS Site Representative.

### Hazardous Products

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 the RPSS Site Representative and in accordance with the Canada Labour Code.

### Unforeseen Hazards

Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the work, immediately stop work and advise the RPSS Site Representative verbally and in writing.

### Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

### Contractor's Use of Site

0. Use of site is limited to work areas where equipment has to be serviced or work has to be performed.



1. Leave work area in a clean and orderly condition.
2. Clean all surfaces of building where soiled by activities of workforce of this contract.
3. Provide temporary barriers and warning signs as necessary in locations where maintenance work is adjacent to areas used by the public or government staff.
4. There shall be no storage of equipment or debris on site.

#### Fire Protection & Alarm System

0. Fire protection and alarm systems shall not be:
  - b. Obstructed.
  - c. Shut off.
  - d. Left inactive at the end of a working day or shift.
1. Do not use fire hydrants, standpipes and hose systems for purposes other than firefighting.
2. Be responsible / liable for costs incurred from the fire department, the building owner and the tenants, resulting from false alarms.

#### Precautions against Damage, Infringements of Rights, Fire Etc

The Contractor must, at his own expense, do whatever is necessary to ensure that

- g. no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities under this Contract;
- h. pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the execution or existence of the Work and plant;
- i. fire hazards are eliminated and in the case of a fire in or about the works that it is promptly Extinguished;
- j. the health of all persons employed on the Work is not endangered;
- k. adequate medical supervision of all persons employed on the Work is maintained;
- l. adequate sanitation measures in respect of the Work are taken; and
- m. all stakes, buoys, and marks placed on or about the works by or under the authority of the Engineer are protected and are not removed, defaced or altered.

#### Work Safe BC Coverage

- e. Comply fully with the Work Safe BC Act, regulations and orders made pursuant thereto, and any amendments up to the completion of the work.
- f. Maintain Work Safe BC coverage during the term of the Contract, until and including the date that the Certificate of Final Completion is issued.
- g. Compliance with Regulations
- f. It is the Contractor's responsibility to ensure that all workers are qualified, competent and certified to perform the work as required by the Work Safe BC Act or the Occupational Health and Safety Regulations.

#### Change Management Procedures

The RPSS Site Representative is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the RPSS Site Representative; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Technical matter the RPSS Site Representative has the authority to action include but ar not limited to:  
Discuss with the contractor whether the work is being performed to level of quality specified;  
Question, accept or reject the quality of any labor, and/or material used in the execution of the work.

#### Security Requirements

Your attention is drawn to the fact that all parties working under this contract must provide proof that they possess the security status to the level of **“Reliability” or higher effective on the date of closing of**



**this Request for Proposal.** Compliance with the mandatory security requirements is the sole responsibility of the bidder. The bidder's "Reliability" status must be granted by Industrial Security Program of Public Works and Government Services Canada. Reliability status is mandatory and must be maintained throughout the Contract period.

The Contractor shall provide to the Contracting Authority the names of potential new employees to confirm security requirement are met prior to being granted access to the premises for the duration of the contract.

Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Fisheries and Oceans Canada.

The RPSS Site Representative may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The contractor will be responsible for any costs arising from such a "stop work order".



**ANNEX "B" BASIS OF PAYMENT**

ALL-INCLUSIVE SUPERVISOR RATES – 0800 – 1630 Hours, Monday – Saturday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required			
	Initial Contract November 1, 2016 - October 31, 2017	OPTION YEAR 1 November 1, 2017 – October 31, 2018	OPTION YEAR 2 November 1, 2018 - October 31, 2019
	Firm \$/hr	Firm \$/hr	Firm \$/hr
Supervisor/foreman, landscaping design, (landscape horticulturist)			

ALL-INCLUSIVE GENERAL LABOURER RATES – 0800 – 1630 Hours, Monday – Saturday Rate will include all labour, equipment, machinery, gas/lubricants necessary to perform the tasks required.			
	Initial Contract November 1, 2016 - October 31, 2017	OPTION YEAR 1 November 1, 2017 – October 31, 2018	OPTION YEAR 2 November 1, 2018 - October 31, 2019
	Firm \$/hr	Firm \$/hr	Firm \$/hr
Mowing, weeding, edging/trimming, general labour			
Helper/Labourer			

For evaluation purposes bids pricing will be based on all-inclusive Supervisor and General Labourer rates

Initial Contract Supervisor \_\_\_\_\_  
 + Initial Contract General Labourer \_\_\_\_\_  
 + 1<sup>st</sup> option year Contract Supervisor \_\_\_\_\_  
 + 1<sup>st</sup> option year Contract General Labourer \_\_\_\_\_  
 + 2<sup>nd</sup> option year Contract Supervisor \_\_\_\_\_  
 + 2<sup>nd</sup> option year Contract General Labourer \_\_\_\_\_  
 Total hourly rate cost \_\_\_\_\_

Contractor's Employees

The names, titles and level of current security clearance held of the contractors permanent staff members they are proposing to work under this contract.

Name of Contractor's Proposed Resources	Position Title	Level of current Security Clearance



<p>AFTER HOURS EMERGENCY ONLY- 1631 – 0759 Hours, Monday – Friday            00:00 – 24:00 Hours Sunday            Rate will include all labour, equipment, vehicles, trailers, machinery, gas/lubricants            Labour: Direct or productive used exclusively in work</p>			
CATEGORY	Initial Contract November 01, 2016 - October 31, 2017	OPTION YEAR 1 November 1, 2017 – October 31, 2018	OPTION YEAR 2 November 1, 2018 - October 31, 2019
	Firm \$/hr	Firm \$/hr	Firm \$/hr
Supervisor/Foreman			
Helper/Labourer			

Applicable hourly rate will be applied to extra work that may be generated by site construction projects.

Bid Pricing

Pricing must be an all-inclusive price for the provision of all labour, supervision, material, equipment, transportation, and profit required for the work detailed herein on an as and when requested basis. No other charges will be allowed.



### ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DFO</b>	2. Branch or Directorate / Direction générale ou Direction <b>RPSS</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>GROUNDS MAINTENANCE - LAWN MOWING, YARD CLEAN UP, TENDING GARDENS</b>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité







Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :  No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX FMPI ACFMNTS	Special comments: Commentaires spéciaux : _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET		
											A	B	C					
Information / Assets Renseignements / Biens Production																		
IT Media / Support TI																		
IT Link / Lien électronique																		

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

No  
Non  Yes  
Oui

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

No  
Non  Yes  
Oui



**ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

**Contract / file number:** F5211-160387

**PROJECT TITLE:** Landscaping and Grounds Maintenance Services at the Victoria Canadian Coast Guard Base located at 21 Huron St., Victoria, B.C.

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory (Bidder) :** \_\_\_\_\_

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

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

**For Use at Fisheries and Oceans Canada  
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_

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



## ANNEX "D" – INSURANCE CONDITIONS

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.

**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.



**ANNEX "E" EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent may include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	Bidder must provide a valid WCB Assessment # and Clearance Letter.		
M2	Bidder must demonstrate at least 2 years' experience in the field of commercial landscaping service.		
M3	Bidder must provide proof of Insurance		
M4	Bidder must provide copy of Business Licence for the City of Victoria		
M5	Bidder must provide the names of the proposed resource personnel performing as the supervisor and the general labour(s).		
M6	Bidder must provide proof / copy that all proposed resource personnel have the required "Reliability Status" clearance at "Reliability Status" issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) effective on the date of bid closing. Complete E-1 form attached in addition to submitting proof of clearance or letter of application in process from CIISD		
M7	The Bidder must provide proof that their all proposed resource personnel have at least 2 years' experience in the field landscaping services or maintaining commercial grounds. (copy of resume or proof of employment)		
M8	The Bidder must provide proof that their proposed resource personnel are WHMIS trained.		
M9	The Bidder must provide proof that their proposed resource personnel (Supervisor mandatory/employees optional) possess a Pesticide Ticket <a href="http://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management/pesticide-use/pesticide-certification/certificate-categories/pesticide-dispenser-certificates">http://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management/pesticide-use/pesticide-certification/certificate-categories/pesticide-dispenser-certificates</a>		



**RATED REQUIREMENTS:**

<p><b>R1</b> Firms statement of qualification, history and competency including ownership and length of time in business</p>	<p><b>R1 (maximum 25 points available)</b> Complete and concise description provided - (25 points) Minimal description provided - (10 points) Nothing provided - (0 points)</p>
<p><b>R2</b> Firms Health and Safety Plan</p>	<p><b>R2 (maximum 25 points available)</b> Complete and concise description provided - (25 points) Minimal description provided, missing information - (10 points) Nothing provided - (0 points)</p>
<p><b>R3</b> Equipment provided by the contractor including age and condition</p>	<p><b>R3 (maximum 32 points available)</b> Complete and concise description of all equipment to be used and in new condition (equipment - New to less than 1 year old) - (32 points) Complete and concise description of all equipment to be used and in new condition (equipment - 1 year to 2 year's old) – (26 points) Minimal description provided, missing information (equipment - 2 year to 3 year's old) - (21 points) Minimal description provided, missing information (equipment - 4 year to 5 year's old) - (14 points) Nothing provided (equipment over 5 year's old) - (0 points)</p>
<p><b>R4</b> General Labour's experience</p> <ul style="list-style-type: none"> <li>a) Maintaining commercial grounds</li> <li>b) Plant care with minimal use of sprays or fertilizers</li> <li>c) Soil classification</li> <li>d) Pruning</li> <li>e) Ornamental Horticulture</li> <li>f) Landscape Management</li> <li>g) Pest management</li> <li>h) Pesticide application</li> <li>i) Irrigation equipment</li> </ul>	<p><b>R4 (maximum 18 points available)</b> 2 points will be awarded for each item if proof is provided. 0 points is nothing is provided.</p>



**Proposals MUST receive a rated requirements minimum score of 50 points in order to be considered technically responsive. Those not meeting the minimum score of 50 points will not be considered further.**

**Cost Evaluation (total maximum of 40 points)**

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (40 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

**BASIS OF SELECTION**

The compliant bidder with the highest combined rated criteria points (60%) and cost (40%) shall be selected and awarded the contract.