

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works & Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**1713 Bedford Row
Halifax, N.S./Halifax,(N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax
Nova Scot

| | |
|--|---|
| Title - Sujet Landscaping BIO | |
| Solicitation No. - N° de l'invitation E0225-162148/A | Date 2017-01-27 |
| Client Reference No. - N° de référence du client E0225-16-2148 | GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-405-5518 |
| File No. - N° de dossier PWA-5-74156 (405) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-14 | Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: MacDonald (PWA), Ashley | Buyer Id - Id de l'acheteur pwa405 |
| Telephone No. - N° de téléphone (902)496-5291 () | FAX No. - N° de FAX (902)496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN Canada | |
| Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 Landscaping Services for Public Works and Government Services Canada Canada at Bedford Institute of Oceanography - Dartmouth, NS, Shannon Hill Traffic Centre - Dartmouth, NS, Coast Guard - Shearwater Helicopter Hangar - Dartmouth, NS. Standing Offer is for one (1) year with additional two (2) option years.

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

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1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors 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.

1.4 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) (<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 (2015-07-03) 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.

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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](#).

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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.

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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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 **Nova Scotia**.

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.

2.6 Site Visit

There will be a site visit on **Thursday, February 23 at 9 am**. Interested bidders are to meet at 2 Challenger Drive, Dartmouth, NS.

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

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3.1.1 Electronic Payment of Invoices -Offer

Canada requests that Offerors complete one of the following:

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

It is mandatory that bidders submit firm prices/rates for ALL items in the cost form, including no cost items.

4.1.2 Financial Evaluation

4.1.2.1

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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5.2.2 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) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

- (a) Safety Audit - Bidders are to provide proof of an independent safety audit and confirmation that it will be maintained for the life of the Standing Offer Agreement.
- (b) Workers' Compensation - Bidders are to provide proof of workers' compensation coverage and confirmation that it will be maintained for the life of the Standing Offer Agreement.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror 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, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. 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).

7.3 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.

7.3.1 General Conditions

2005 2016-04-04, General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 17, 2016 to March 31, 2017.

7.4.2 Extension of Standing Offer

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 one year periods, from April 1, 2017 to March 31, 2018 and April 1, 2018 to April 30, 2019 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 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ashley MacDonald
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, Nova Scotia B3J3C9

Telephone: 902-496-5291
Facsimile: 902-496-5016
E-mail address: ashley.macdonald@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

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

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

7.6 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

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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.

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

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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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Geoff Gritten, Craig Sanford and/or Tony Barkhouse.

7.8 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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$55,000 (*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 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.

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7.11 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 2016-04-04, General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C, 2016-04-04, General Conditions - Services (Medium Complexity) (2016-04-04) 2010C;
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) Annex C, Security Requirements Check List
- h) the Offeror's offer dated _____.

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.13 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 Nova Scotia.

7.14 Insurance

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.

7.1 Statement of Work

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

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7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

Section 13, Interest on Overdue Accounts, of 2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract. will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price

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

7.5.2 Limitation of Price

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

7.5.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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7.6 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;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.8 Discretionary Audit

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including

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the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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ANNEX "A"

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STATEMENT OF WORK
See attached

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BASIS OF PAYMENT

Year 1 April 1st 2017- March 31, 2018

| Class of Labour, Plant or Material | Unit of Measure | Estimated Quantity * | Price Per Unit | Total |
|---|-----------------|----------------------|----------------|----------|
| Annual Cleanup (BIO and Shannon Hill) | Per Clean up | 1 | \$ _____ | \$ _____ |
| Lawn Mowing | Per mowing | 15 | \$ _____ | \$ _____ |
| Labour only for work not specifically covered in the unit pricing above | Hourly | 50 | \$ _____ | \$ _____ |
| Allowance for materials complete with markup of 10% applied | | | \$ _____ | \$ _____ |

Option Year 1 April 1, 2018- March 31, 2019

| Class of Labour, Plant or Material | Unit of Measure | Estimated Quantity * | Price Per Unit | Total |
|---|-----------------|----------------------|----------------|----------|
| Annual Cleanup (BIO and Shannon Hill) | Per Clean up | 1 | \$ _____ | \$ _____ |
| Lawn Mowing | Per mowing | 15 | \$ _____ | \$ _____ |
| Labour only for work not specifically covered in the unit pricing above | Hourly | 50 | \$ _____ | \$ _____ |
| Allowance for materials complete with markup of 10% applied | | | \$ _____ | \$ _____ |

Option Year 2 April 1, 2019- March 31, 2020

| Class of Labour, Plant or Material | Unit of Measure | Estimated Quantity * | Price Per Unit | Total |
|---|-----------------|----------------------|----------------|----------|
| Annual Cleanup (BIO and Shannon Hill) | Per Clean up | 1 | \$ _____ | \$ _____ |
| Lawn Mowing | Per mowing | 15 | \$ _____ | \$ _____ |
| Labour only for work not specifically covered in the unit pricing above | Hourly | 50 | \$ _____ | \$ _____ |
| Allowance for materials complete with markup of 10% applied | | | \$ _____ | \$ _____ |

Year 1 + Option Year 1+ Option Year 2= _____ Total

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SECURITY REQUIREMENTS CHECK LIST

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| |
|--|
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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 | | 2. Branch or Directorate / Direction générale ou Direction RPS |
| 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 Landscaping services | | |
| 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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"/> | Foreign / Étranger <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"/> | No release restrictions Aucune restriction relative à la diffusion <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"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A <input type="checkbox"/> | NATO UNCLASSIFIED <input type="checkbox"/> | PROTECTED A <input type="checkbox"/> |
| PROTECTED B <input type="checkbox"/> | NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED B <input type="checkbox"/> |
| PROTECTED C <input type="checkbox"/> | NATO RESTRICTED <input type="checkbox"/> | PROTECTED C <input type="checkbox"/> |
| PROTECTED C <input type="checkbox"/> | NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTÉGÉ B <input type="checkbox"/> |
| CONFIDENTIAL <input type="checkbox"/> | NATO CONFIDENTIAL <input type="checkbox"/> | PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL <input type="checkbox"/> | NATO CONFIDENTIEL <input type="checkbox"/> | CONFIDENTIAL <input type="checkbox"/> |
| SECRET <input type="checkbox"/> | NATO SECRET <input type="checkbox"/> | CONFIDENTIEL <input type="checkbox"/> |
| SECRET <input type="checkbox"/> | NATO SECRET <input type="checkbox"/> | SECRET <input type="checkbox"/> |
| TOP SECRET <input type="checkbox"/> | COSMIC TOP SECRET <input type="checkbox"/> | SECRET <input type="checkbox"/> |
| TRÈS SECRET <input type="checkbox"/> | COSMIC TRÈS SECRET <input type="checkbox"/> | TOP SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) <input type="checkbox"/> | | TRÈS SECRET <input type="checkbox"/> |
| TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) <input type="checkbox"/> |
| | | TRÈS SECRET (SIGINT) <input type="checkbox"/> |

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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? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
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? ☒ No ☐ Yes
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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 EMPLACEMENTS | | | |

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? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ Oui

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Government
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Gouvernement
du Canada

Contract Number / Numéro du contrat

E0225 16 2148

Security Classification / Classification de sécurité
UNCLASSIFIED

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 / Liaison 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?

☒ No ☐ Yes
Non Oui

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.

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?

☒ No ☐ Yes
Non Oui

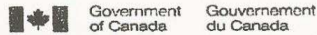
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

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).

Solicitation No. - N° de l'invitation
E0225-162148/001/PWA
Client Ref. No. - N° de réf. du client
E0225-162148

Amd. No. - N° de la modif.
File No. - N° du dossier
PWA-5-74156

Buyer ID - Id de l'acheteur
PWA 405
CCC No./N° CCC - FMS No./N° VME



| |
|--|
| Contract Number / Numéro du contrat E0225 16 2148 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

| | | | |
|---|---|--|---|
| PART D - AUTHORIZATION / PARTIE D - AUTORISATION | | | |
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Sanford, Craig | | Title - Titre Technical Facility Manager | Signature |
| Telephone No. - N° de téléphone 902-426-4487 | Facsimile No. - N° de télécopieur 902-244-6058 | E-mail address - Adresse courriel Craig.sanford@pwgsc.gc.ca | Date 2016/01/04 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Locas, Lucie | | Title - Titre SO | Signature |
| Telephone No. - N° de téléphone 902-496-5630 | Facsimile No. - N° de télécopieur 902-496-5077 | E-mail address - Adresse courriel lucie.locas@pwgsc.gc.ca | Date 2016/01/05 |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | Signature |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité | | | |
| Name (print) - Nom (en lettres moulées) Koranne, Anneke | | Title - Titre Contract Security Officer | Signature |
| Telephone No. - N° de téléphone 613-948-2561 | Facsimile No. - N° de télécopieur 613-948-1112 | E-mail address - Adresse courriel Koranne.Ann@pwgsc.gc.ca | Date Jan 11/16 |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Canada

Solicitation No. - N° de l'invitation
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ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

REAL PROPERTY SERVICES

LANDSCAPE MAINTENANCE

STANDING OFFER AGREEMENT

Description: Landscape Maintenance

Location: Bedford Institute of Oceanography - Dartmouth, NS
Shannon Hill Traffic Centre - Dartmouth, NS
Coast Guard - Shearwater Helicopter Hangar - Dartmouth, NS

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| 6. Drawings | 11 |

| | | | |
|-----------|---------------------------------|----|---|
| 1. | Description of Work | .1 | Scope of work under this Standing Offer Agreement includes but shall not be limited to the provision of all Labour, materials, and equipment necessary to carry out spring cleaning, repair and renovating, aerating, watering, mowing, cultivating planters and shrub beds, pruning and winter preparation. |
| 2. | Location | .1 | <p>Work site(s) for this Standing Offer Agreement include the following:</p> <p>(a) Bedford Institute of Oceanography - 1 Challenger Drive Dartmouth, NS</p> <p>(b) Shannon Hill Traffic Centre – 10 Hudson Way, Dartmouth, NS</p> <p>(c) Coast Guard - Shearwater Helicopter Hanger – 100 Magnificent Ave, Dartmouth, NS</p> |
| 3. | Examination of Premises | .1 | All parties tendering should examine the site of the proposed work prior to submitting their tenders, become thoroughly acquainted with same and obtain any and all information that may be necessary to properly execute contract. |
| 4. | Contractor's Use of Site | .1 | Do not unreasonably encumber site with materials or equipment. |
| | | .2 | Move stored products or equipment which interfere with operations of other Contractors. |
| 5. | Materials | .1 | Only pesticides and chemicals registered by Agriculture Canada under the Provincial Environment Act listed for use in human occupied areas shall be used. |
| | | .2 | The applicator must be registered and licensed by the Provincial authority. |
| | | .3 | The use of sodium fluoride and/or fumigants will not be permitted on this Contract. |
| | | .4 | The least hazardous chemicals to be used in occupied areas. |
| 6. | Site Visits | .1 | The Departmental Representative may inspect the work site for compliance to this contract without prior notification to the contractor. |
| 7. | Safety | .1 | The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the most stringent of the Federal and Provincial occupational Health and Safety Acts. |

- .2 The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. Copies shall be made available to Public Services and Procurement Canada upon request.
- .3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
- .4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
- .5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .6 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
- .7 Shall ensure that all applicable personal protective equipment (PPE) is used.
- .8 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of contract.

1. Codes and Legislated Requirements

- .1 The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the contract.
 - .1 National Building Code of Canada.
 - .2 Part II of the Canada Labour Code.
 - .3 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
 - .4 Canadian Environmental Protection Act.
 - .5 Fire Commission of Canada #301 Standard for Building Construction Operations.
 - .6 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
 - .7 Canadian Electrical Code, Part I, CSA C22.1.
 - .8 Nova Scotia Environment Act.

- .9 Public Services and Procurement Canada "Electrical Safety Requirements". (Includes Lockout Procedures). *

* Please Note: The Electrical Safety Requirements (the Procedures) are only a tool which the Contractor may use to assist him or her in interpreting the Codes and Standards set out in the Maintenance Services Standing Offer-Electrical, General Requirements, Codes and Legislative Requirements, Public Services and Procurement Canada does not warrant the adequacy of these Procedures and advise that the Procedures do not replace the cited Codes and Standards.

The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Public Services and Procurement Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.

- .10 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), and American Society for Testing Materials (ASTM) and referenced organizations.
- .11 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
- .12 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .13 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

| | | | |
|----|------------------------------------|----|--|
| 2. | Licences, Permits and Fees | .1 | Provide the authorities having jurisdiction with all information requested. |
| | | .2 | Pay all fees and obtain certificates and permits required. |
| | | .3 | Furnish these certificates and permits when requested. |
| 3. | Taxes | .1 | Pay applicable Federal, Provincial and Municipal taxes. |
| 4. | General Workmanship | .1 | Do each operation continuously and complete within reasonable time period. |
| | | .2 | No equipment or materials are to be stored on-site unless approved by the Departmental Representative. |
| | | .3 | Collect and dispose of debris or excess material. |
| | | .4 | Supply materials, topsoil, mulch, replacement of tree stakes, wire, etc., as required. |
| 5. | Work Done by Other Means | .1 | This contract does not create an exclusion right of the Contractor to perform all work which might be required. The Department reserves the right to have any work done by other means. |
| 6. | Product Approvals | .1 | The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS). |
| | | .2 | The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work. |
| | | .3 | No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS). |
| | | .4 | Material Safety Data Sheets (MSDS) to remain on-site at all times. |
| 7. | Disciplinary Procedures for | .1 | Disciplinary Procedures for Safety Violations are as follows: |
| | | .1 | First Violation: Verbal warning issued to the Contractor Safety Violations for the first violation of a safety regulation. Violation shall be documented on the Contract file, copy to Contractor and a copy sent to PSPC. |
| | | .2 | Second Violation: Written warning to Contractor for the second infraction of a safety regulation. Violation will be documented on the Contract file, copy to Contractor and a copy sent to PSPC. |
| | | .3 | Third Violation : May result in the termination of the SOA with a recommendation that the Contractor be denied |

being able to tender on future PSPC-produced tenders. Violation shall be documented on the Contract file, a copy to the Contract and copy to PSPC.

- | | | | |
|-----|---|----|--|
| 9. | Security Clearance | .1 | The security clearance level for this Contract is Enhanced Reliability. |
| | | .2 | The Contractor shall submit his/her name and the names of all employees, including new employees engaged during the Contract who will be working under this Contract to the Departmental Representative immediately following notification of Contract award. |
| | | .3 | The Contractor and his/her employees will be required to provide personal information, such as address and date of birth; and complete Government forms in order to receive the required clearance level. |
| | | .4 | Only those employees who receive the required clearance level will be allowed on-site. |
| | | | |
| 11. | Mowing of Lawn Areas - General | .1 | Contractor shall submit schedule for approval to Department Representative. Commence lawn mowing as per approved schedule. Lawn mowing operation must be continuous and completed within reasonable period. |
| | | .2 | Lawn cutting operations include picking up and disposing of paper and refuse accumulated on landscape areas. |
| | | | |
| 12. | Mowing of Lawn Areas - Workmanship | .1 | Cut grass at height of 40 mm. Use equipment in good working order and with sharp cutting blades. Remove grass clippings from lawn. Hand trim or use edger for grass adjacent to buildings, pavement, trees, fences, mowing strips, etc. Trim grass edges around planting beds neatly in lines as in original layout. |
| | | | |
| 13. | Meetings | .1 | Attend meetings at site when notified by Public Services and Procurement Canada. |
| | | .2 | Within fourteen (14) days of contract award, a pre-job meeting shall be scheduled. |
| | | | |
| 1. | Materials | .1 | Topsoil: friable loam, neither heavy clay nor very light sandy nature containing minimum of 4% organic matter for clay loams and 2% for sandy roots, sod, stones, foreign objects. Acidity range (PH) of 5.5 to 7.5. Topsoil containing crabgrass, couch grass or other noxious weeds is not acceptable. |

- .2 **Peat Moss:** decomposed plant material, fairly elastic and homogenous, free of decomposed colloidal residue, wood, sulphur and iron, and of brown colour containing minimum of 60% organic matter by weight mass and moisture content not exceeding 15%. Shredded particles may not exceed 1/4" (6 mm) in size. Minimum PH value of peat 4.5, maximum 6.0.
- .3 **Sand:** hard, granular natural beach sand, well washed and clean of impurities, chemical or organic matter.
- .4 **Fertilizer:** use environmental friendly (green) type products.
- .5 **Lime:** ground agriculture limestone containing not less than 85% of total carbonates.
- .6 **Bone meal:** raw bone meal, finely ground with minimum analysis of 4% nitrogen and 20% phosphoric acid.
- .7 **Grass Seed:** to Federal and Provincial seed laws and having minimum germination of 75% and minimum purity of 97%. Deliver grass seed in original containers showing:
 - .1 Analysis of seed mixture
 - .2 Percentage of pure seed
 - .3 Year of production
 - .4 Net mass
 - .5 Date when bagged and location
 - .6 Seed mixture: 40% Baron Kentucky bluegrass
30% Highlight Chewing Fescue
15% Manhattan Perennial Ryegrass
15% Creeping Red Fescue
- .8 **Nursery Sod:** especially sown and cultivated in nursery field as turf grass crop containing maximum 2% of other grass species or clover than variety specified and maximum 2 broad leaf weeds and 10 other weeds within 40 m² area. Thickness of sod soil portion 25 mm maximum. Sod with soil visible when grass is mowed to 40 mm height is not acceptable.
- .9 **Mulch:** submit sample to Departmental Representative prior to shipping to site:
 - .1 Wood chip mulch: Chips obtained from hardwood trees should be free of bark, small branches, leaves, etc. Chips must vary in overall size from 50 to 75 mm and be 5 to 20 mm thick in order to match existing mulch.
- 10 **Stakes:** T-rail iron stakes 40 x 40 x 5 mm primed with one (1) brush coat of black zinc rich paint to CGSB 1-CP-181.
- .11 **Wound dressing:** horticulturally accepted, non-toxic, non-hardening emulsion.

1. **Annual Cleanup
(Only at BIO and**

Shannon Hill locations)

- .1 Upon award of Contract, the Contractor is to complete cleanup prior to commencing other work. Departmental Representative will designate areas to be aerated at this time.
- .2 **Lawns**
 - .1 Rake lawn areas and remove dead vegetation, leaves and debris. Do heavy raking with flexible grass rake on areas with "snow mould".
 - .2 Lightly roll areas where grass plants have lifted due to frost action.
 - .3 Aerate all areas where soil has been compacted through pedestrian traffic or other causes. Areas requiring this treatment will be indicated by the Departmental Representative. Use aerating equipment which extracts earth plugs from soil.
- .3 **Paved Areas**
 - .1 Clean by brushing driveways, parking areas, sidewalks and paved areas. Remove sand, gravel and salt resulting from winter sanding operations.
- .4 **Planting Beds**
 - .1 Clean flower beds, shrubs borders and planters of debris and dead plant material. Trim grass edges around planting beds neatly in lines as in original layout.
 - .2 Clean shrubs, beds and planters of debris and dead plant material. Remove existing mulch, loosen and cultivate soil lightly without disturbing roots below surface.
 - .3 Trim grass edges around planting beds neatly in lines as in original layout.
 - .4 Supply and spread 3 cm of hardwood mulch as described in Section 3, Products over plan and scrub bed areas.

2. Repair and Renovating

1. **Resodding**
 - .1 Remove existing and dead sod, weeds and debris from area to be resodded. Loosen top layer by roto-tilling. Prepare smooth, loose surface for laying sod.
 - .2 Apply fertilizer at rate of 12kg/200m². Rake into top layer of soil.
 - .3 Use sod with grass mixture equivalent to one growing on-site. If correct mixture is not known, use only sod equal in appearance to existing lawn.
 - .4 Lay sod with sections closely abutted creating a smooth and even seam with adjoining areas without gaps or overlapping. Roll lightly and tamp.

.3

Topdressing and Reseeding

- .1 Rake thoroughly, removing loose and dead grass, stones and debris.
- .2 Use dry, friable and clean topsoil and spread to thickness of 6 to 12 mm filling in low areas and bare spots.
- .3 Overseed area with seed mixture specified in Section 3 "Products" 1.7.6 at the rate of 2 kg/100 m².
- .4 Mix topsoil and seed by heavy raking. Water to ensure close contact between sod, seed and topdressing. Roll lightly after soil has dried sufficiently to avoid adherence to roller.

3. Pruning (only at BIO and Shannon Hill locations) .1

- .1 Prune during dormant season but not during heavy frost. Prune evergreens in spring before start of new growth. Prune heavy bleeders such as birch or hard maple when in full leaf. Prune the previous year's growth of flowering shrubs only after blooming.
- .2 Use clean, sharp tools. Make cuts flush with main branch with a smooth and sloping action to prevent accumulation of water on cut. Do not leave little stumps on trunks or main branches. Remove dead and injured branches and branches that rub together causing damage to bark.
- .3 Thin out crown of trees and/or shrubs without changing their natural shape or habitat. Do not damage lead branches.
- .4 Remove smaller branches at juncture of limb from which they originate or cut at twig or bud pointing outward. Undercut larger branches to prevent tearing of bark.
- .5 Give large cuts and damaged parts coating of wound dressing.
- .6 Remove 25% of old branches from "leggy" shrubs. Cut close to ground to force production of new shoots from base.
- .7 Trim hedges to produce sloping sides with bottom cross section slightly wider than top. Depending on variety, trim sufficiently to produce dense, smooth surface of foliage. After blooming, prune flowering hedges by removing individual older branches to keep size of hedge under control.

4. Cultivating Planters and Shrub Beds (only at BIO and Shannon Hill locations).

- .1 Cultivate to keep top layer of soil loose, friable and free from weeds when required. Any operation must be continuous and without interruption.
- .2 Cultivate top 50 to 75 mm of flower beds, planters and soil areas around trees and hedges.
- .3 Remove weeds including their roots.
- .4 Take care not to damage roots of shrubs or flowers. Use small hand tools for flower borders and areas of closely planted shrubs.
- .5 Collect and dispose of paper and refuse. Remove dead plants, leaves, branches, dead flowers and seed pods.
- .6 Clean areas that are covered with mulch by hand. Loosen top layer of mulch without mixing with soil underneath.

5. Tree Removal (only at BIO and Shannon Hill locations)

- .1 Removal of trees as requested. Trees of various sizes must be removed including the stump in its entirety.
- .2 repair the location of tree removal to bring the site to grade.
- .3 Collect and dispose of all refuse from the site.

6. Rebuilding of banks and gravel beds (Only at BIO)

- .1 Rebuilding banks and low line gravel beds if damaged.

1. Payment

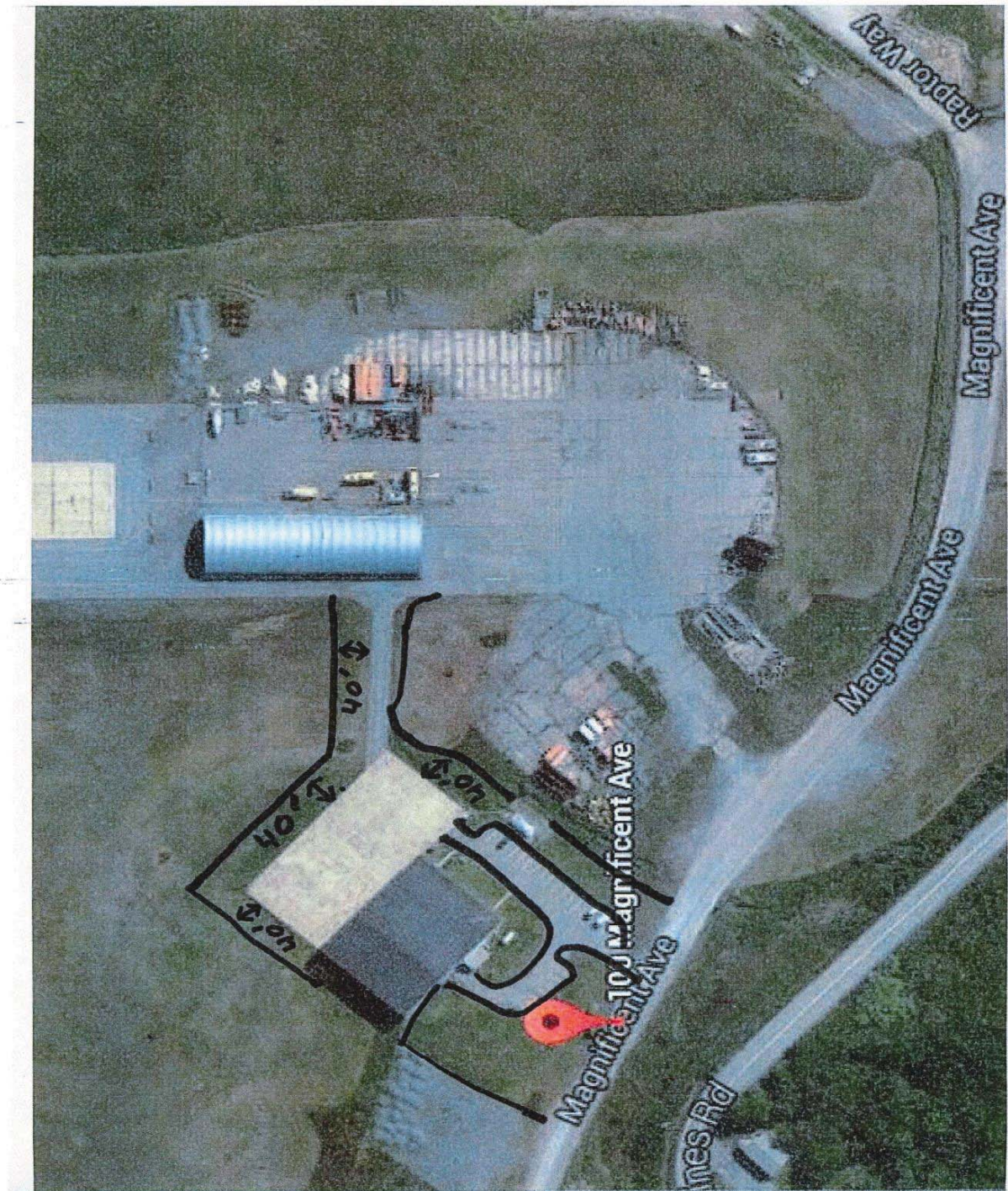
- .1 Invoices to be submitted in triplicate to the Property Manager for the services completed, countersigned by the Department's representative.
- .2 Invoices shall show the following:
 - .1 Contract number and location of work
 - .2 Date work carried out
 - .3 Type of work performed
 - .4 Copy of invoice for material plus 10 %mark up.
 - .5 Completion time of work for each location together with number of new and types of equipment used
- .3 All prices shown on invoice shall equal those shown on price schedule which forms part of this Contract.
- .4 No payment (including operator's time) shall be allowed for any equipment that has broken down during landscaping operations.

- .5 All invoices shall be forwarded to the Public Services and Procurement Canada representative.
- .6 All invoices for the fiscal year must be submitted for payment before 31 March of each year.

Bedford Institute of Oceanography – 2 Challenger Drive



Coast Guard - Shearwater Helicopter Hanger – 100 Magnificent Ave, Dartmouth, NS



Shannon Hill Traffic Centre – 10 Hudson Way, Dartmouth, NS

