

# **REQUEST FOR STANDING OFFER**

**FOR**

**TREE AND SHRUB SERVICES**

**Agriculture & Agri-Food Canada  
Research & Development Centre  
BRANDON, Manitoba**

**Tender Notice # 01E50-18-S003**

Contracting Authority:  
Agriculture and Agri-Food Canada

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Agriculture & Agri-Food Canada's Research & Development Centre requires tree and shrub services at 2701 Grand Valley Road, Brandon MB, on an '*as and when required*' basis.

### **1. Requests for Explanations**

Direct requests for explanations to:

Camille Sobczak, Material Management Officer  
Facsimile: (204) 259-4173  
Email: [Camille.Sobczak@agr.gc.ca](mailto:Camille.Sobczak@agr.gc.ca)

Any request for explanations regarding this Request for Standing Offer (RFSO) must be submitted in writing to the above on or before 12:00 pm local Winnipeg time, June 01, 2017. Oral explanations or instructions given will not be binding.

### **2. Modifications**

Canada reserves the right to revise or amend this Request for Standing Offer prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

### **3. Submission Deadline**

Submissions will be received up to 2:00 p.m., local Winnipeg time, June 13, 2017 addressed to the following:

Agriculture & Agri-Food Canada  
Western Service Centre  
400 - 303 Main Street  
WINNIPEG MB R3C 3G7

Attn: Camille Sobczak, Material Management Officer

**01E50-18-S003** - Tree and Shrub Services, Brandon, MB

Late submissions will not be considered and will be returned unopened.

### **4. Electronic Submissions**

Facsimile, computer disc or electronic mail submissions will not be considered.

## **5 Payment for Submissions**

No payment will be made for a submission in response to this Request for Standing Offer.

## **6. Rejection of Request for Standing Offer Submissions**

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

## **7. Reference Documents**

The following Appendices are enclosed:

- A - General Conditions and Additional Terms and Conditions
- B - Statement of Work
- C - Mandatory Requirements
- D - Proposal Format
- E - Proposal Evaluation Method
- F - Certification Requirements
- G - Bid Document

Annex A - Grounds Map

**1. INTERPRETATION**

“**Call-up**” means the action of calling up against the Standing Offer as confirmed by a Call-up Against a Standing Offer form, duly signed and issued by the Contracting Authority and accepted by the Offeror.

“**Canada**” or “**Her Majesty**” means Her Majesty the Queen in the right of Canada as represented by the Minister

“**Contracting Authority**” means the person designated as such in the Standing Offer to act as the representative of Canada. The Contracting Authority is responsible for the establishment, management and administration of the Standing Offer and any contractual issues relating to individual Call-ups against the Standing Offer

“**Departmental Representative**” means any person authorized by the Minister for the purpose of the Standing Offer. Any proposed changes to the scope of the Work are to be discussed with the Departmental Representative, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Contracting Authority.

“**Minister**” means the Minister of the Department of Agriculture & Agri-Food & Canada (AAFC) and includes a person acting for the Minister, the Minister’s successor in office, their lawful deputy and their civil servants and representatives appointed for the purpose of the Standing Offer.

“**Offeror**” means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

“**Person**” includes, unless there is an express stipulation in the Standing Offer to the contrary, any individual, partnership, proprietorship firm, joint venture, consortium or corporation.

“**Work**” means the Work as described in each Call-up made against this Standing Offer and in the attached Statement of Work.

**2. CALL-UP METHOD**

Call-ups against this Standing Offer must be made using **AAFC Form Departmental Individual Standing Offer - Call up**.

### **3. STANDING OFFER PERIOD**

1. The initial Term of the Standing Offer will be for a one (1) year period
2. Option to Extend Standing Offer

The Offeror grants to Canada the irrevocable option to extend the period of the Standing Offer by two (2) additional one (1) year periods under the same terms and conditions.

The Offeror agrees that during the extended period of the Standing Offer, the rates and prices will be in accordance with the provisions of the Standing Offer.

Canada is not obliged to exercise any option period(s).

Canada may exercise this option by sending a written amendment to the Offeror at least 30 calendar days prior to the Standing Offer Expiry date.

### **4. AMENDMENTS**

1. Any changes to the Standing Offer must be authorized, in writing, by the Contracting Authority. The Offeror is not to perform work in excess of or outside the scope of this Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

### **5. ASSIGNMENT AND SUBCONTRACTING**

1. The Standing Offer may not be assigned by the Offeror, either in whole or in part, without the prior written consent of the Contracting Authority. Neither the whole nor any part of the Work may be subcontracted by the Offeror without the prior written consent of the Contracting Authority. All the terms and conditions of this Standing Offer that are of general application shall be incorporated in every other Standing Offer, excluding those Standing Offers issued solely for the supply of plant or material, issued as a consequence of this Standing Offer.
2. Any purported assignment or subcontracting without the prior written consent of the Contracting Authority shall be null and void, and shall constitute sufficient cause for the immediate termination of this Standing Offer at the discretion of the Contracting Authority.

### **6. TIME OF ESSENCE**

1. Time is of the essence in this Standing Offer and in any contract created as a result of a Call-up pursuant to the Standing Offer

## **7. APPLICABLE LAWS**

1. Any Call-ups against this Standing Offer shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Manitoba.

## **8. INDEMNIFICATION**

1. The Offeror shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, costs, damages, suits, proceeding and actions arising out of, or related to, the Offeror's willful or negligent acts in executing the Work, including the Offeror's wrongful omissions, improper acts or unauthorized delays in executing the Work.

## **9. PROPERTY OF HER MAJESTY**

1. The Offeror shall be liable to Her Majesty for any loss or damage to any property of Her Majesty arising out of the wrongful or negligent performance or non-performance of the Work, whether or not such loss or damage arises from causes beyond the Offeror's control.

## **10. COOPERATION AND MAKING GOOD**

1. The Offeror shall co-operate fully with other contractors or employees of the Crown sent on to the site of the Work by the Departmental Representative.
2. The Offeror shall perform the Work with minimum disturbance to Crown's personnel and the public to the extent feasible.
3. The Offeror shall obtain the approval of the Departmental Representative for adjustment to the prescribed work hours during which the Offeror proposes to perform the Work and for the prescribed Work schedule.
4. The Offeror shall repair and make good all parts of AAFC owned property damaged by the Offeror, it's personnel, equipment and / or any sub-contractors.
5. All Work shall be performed to the standard that may be required by any applicable code, and in any event, at least to prescribed contract specifications. If neither is applicable, then the Work shall be equal in kind, quality, and finish to that of the existing AAFC property or standards.
6. Where the Work affects occupied portions of a building, the Offeror shall ensure continuity of building services and necessary access for personnel and vehicles to the extent feasible.

## **11. ACCESS TO THE SITE OF THE WORK**

1. The Departmental Representative or any officer authorized by the Departmental Representative shall have access to the site of the Work at all times.

## **12. REMOVAL OF DEBRIS**

1. The Offeror shall remove from the work site as defined in the Statement of Work, from time to time and as directed by the Departmental Representative all building rubbish or debris resulting from the Work.

## **13. SUSPENSION OF THE WORK**

1. The Departmental Representative may suspend the Work associated with a particular Call-up due to events such as National or local emergency(s), Environmental damage concerns or for breach of contract on the part of the Offeror until deficiencies are remedied. In which event the Offeror shall arrange for protection of the Work as directed by the Departmental Representative.
2. The Offeror will be reimbursed for reasonable and proper expenses incurred in protecting the Work.

## **14. RECTIFICATION OF DEFECTS**

1. The Offeror shall, upon written notice from the Departmental Representative, rectify at the Offeror's own expense, any defects that appear in the Work within 12 months of the completion of the Work.

## **15. SIGNS AND ADVERTISING**

1. The Offeror shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, and shall take all necessary precautions for the protection of the work and the safety of the public.
2. The Offeror shall not erect or permit the erection of any sign or advertising at the site of the Work without the Minister's prior written consent.

## **16. MEMBERS OF THE HOUSE OF COMMONS**

1. No member of the House of Commons shall be admitted to any share or part of the Standing Offer or any benefit arising therefrom.



## **17. TERMINATION**

### **1. Due to Default**

In the event of the Offeror abandoning the Work, failing to perform its obligations under this Standing Offer or failing to make progress on the Work such as to endanger, in the Minister's opinion, the satisfactory completion or performance of the Work, Canada may, by written notice to the Offeror, terminate the Standing Offer with the Offeror, effective upon the date of delivery or any other date set out in the notice of termination. The exercise of the right of termination shall not prejudice any other right or lawful remedy available to Canada against the Offeror.

### **2. Without Cause**

Canada shall also have the right to terminate this Standing Offer at any time without cause, by giving 30 days written notice of its intention to do so to the Offeror. In the event of such termination, Canada shall be obliged to pay only for those goods and / or services provided under this Standing Offer up to the date of the termination.

## **18. PAYMENT**

### **1. The Offeror shall submit a separate invoice for each Call-up to the Departmental Representative and in accordance with any invoicing instructions set out therein. Each invoice shall show:**

- 1. an amount for the value of the Work performed satisfactorily excluding the GST,**
- 2. an amount for the GST applicable thereto, and**
- 3. the combined total amount.**

### **2. Subject to verification by the Departmental Representative, payment of an invoice submitted by the Offeror for Work completed to the satisfaction of the Departmental Representative shall be made not later than 30 days after receipt thereof. If additional information is requested by the Departmental Representative within 15 days of receipt of the invoice for the purpose of verification, the 30-day payment period shall commence upon receipt of the requested information.**

## **19. INTEREST ON OVERDUE ACCOUNTS**

### **1. Subject to subsection 19.2 of this document, if Her Majesty delays in making a payment that is due in accordance with section 18 of this document, the Offeror shall be entitled to receive interest on the amount that is overdue from the date on which the amount is overdue to the day previous to the date on the cheque given for payment of the overdue amount. Simple interest shall be paid at the Average Bank Rate plus 3 % per year on any amount which is overdue. This interest shall be paid automatically except that in respect of amounts which are less than 15 days overdue no interest shall be paid in respect of payment made within such 15 days unless the Offeror so demands after such amounts have become due.**

2. The Average Bank Rate means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made. The Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes advances to members of the Canadian Payment Association.

## **20. SECURITY CLEARANCE**

1. The Offeror shall, when requested by the Departmental Representative, provide and cause all persons employed on the Work to provide personal information for Federal Government security clearance purposes. The security clearance procedure will include fingerprinting and credit checks.
2. Canada shall have the right to have any of the Offeror's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect of such employees. The Departmental Representative may notify the Offeror of any employee required to be removed for this reason.
3. Cost for security screening - The program does not charge for its screening services. However, your organization must cover any costs needed to comply with the security requirements of a government contract. For example, these costs might include the purchase of file cabinets to safely store Secret documents. They might also include the fees charged by third-party service providers to take and submit fingerprints electronically.

## **21. INSPECTION AND ACCEPTANCE**

1. The Offeror shall perform the Work in a diligent, satisfactory and workman like manner. All Work performed pursuant to a Call-up against this Standing Offer shall be subject to inspection and acceptance by the Minister.

## **22. CANADIAN FUNDS**

1. All amounts of money specified in this Offer and in Call-ups against this Offer are in Canadian funds.

## **23. CONFLICT OF INTEREST**

1. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Standing Offer.

## 24. OFFEROR' STATUS

1. The Offeror is engaged under the Standing Offer as an independent Contractor. Neither the Offeror nor any of the Offeror's employees is engaged pursuant the Standing Offer as an employee, servant or agent of Her Majesty. The Offeror shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plan, Un-employment Insurance, Worker's Compensation, Income tax and Goods & Services Tax.

## 25. CERTIFICATION OF NO CONTINGENCY FEES

1. For the purpose of this section:

"**contingency fee**" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Standing Offer or negotiating the whole or any part of its terms.

"**employee**" means a person with whom the Offeror has an employer/employee relationship;

"**person**" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c 44( 4thSupplement) as the same may be amended from time to time.

2. The Offeror certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Standing Offer to any person other than an employee of the Offeror acting in the normal course of the employees duties.
3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Standing Offer shall be subject to the accounts and Audit provisions of this Standing Offer.
4. If the Offeror certifies falsely under this section or is in default of the obligations contained herein, the Minister may either take the Work out of the Offeror's hands in accordance with the provisions of this Standing Offer or recover from the Offeror by way of reduction to and set-off against the Call-up price, or otherwise, the full amount of the contingency fee.

## 26. TAKING THE WORK OUT OF THE OFFEROR'S HANDS

1. In any of the following cases, namely,

1. where the Offeror has defaulted or delayed in commencing or in executing the Work or any portion thereof to the satisfaction of the Minister and the Minister has given written notice thereof to the Offeror and has by such notice required the Offeror to put an end to such default or delay, and such default or delay continues after such notice was communicated;
  2. where the Offeror has defaulted or is reasonable expected to default in the completion of the Work, such completion required by the Standing Offer;
  3. where the Offeror has become insolvent or has committed an act of bankruptcy;
  4. where the Offeror has abandoned the Work; or any portion thereof;
  5. where the Offeror has purported to make an assignment of the Standing Offer without the required consent of the Minister; or
  6. where the Offeror has otherwise failed to observe or perform any of the provisions of the Standing Offer; then the Minister may, subject to any restrictions set out in the Bankruptcy & Insolvency Act, and without any further authorization, take all or any portion of the Work out of the Offeror's hands and may employ such lawful means as he may see fit to complete the Work.
2. Where the Work or any portion thereof is taken out of the Offeror's hands under subsection 27.1:
1. the obligations of Her Majesty to make payments to the Offeror shall cease and no further payments shall be made to the Offeror unless the Minister shall certify that no financial prejudice will result to Her Majesty from such further payments;
  2. the Offeror shall not be relieved of any legal or contractual obligations other than the physical execution of that portion of the Work so taken out of the Offeror's hands; and
  3. the amount of all loss and damage suffered by Her Majesty by reason of the non-completion of such Work shall be payable by the Offeror to Her Majesty, or may be claimed against or set-off against any amounts otherwise payable to the Offeror .

## **27. NOTIFICATION OF WITHDRAWAL / REVISION**

1. In the event the Offeror wishes to withdraw the Standing Offer after a Call-up against a Standing Offer has been issued, the Offeror shall provide no less than 30 days' written

notice to the Contracting Authority, unless otherwise indicated in the Standing Offer Call-up. Such withdrawal of the Standing Offer shall not be effective until receipt of such notification by the Minister and the expiry of such notice period. The Offeror hereby agrees to fulfill any and all Call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended or the limitation of expenditure is increased, the Contracting Authority will issue a revision to the Standing Offer.

## **28. INTEGRITY PROVISIONS**

1. The Ineligibility and Suspension Policy (the “Policy”) and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Standing Offer. The Standing Offer Holder must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [\*Ineligibility and Suspension Policy\*](#).

## **29. SITE REGULATIONS**

1. The Offeror undertakes and agrees to comply with all applicable 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.

## **30. SAFETY REGULATIONS AND LABOUR CODES**

1. The Offeror must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

## **31. WORKERS' COMPENSATION**

1. It is mandatory that all persons performing the Work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

## **32. T1204- INVOICING INSTRUCTIONS**

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services must be reported on a T1204, Government Service Contract Payment slip.

## **33. FINANCIAL LIMITATION**

1. The maximum amount payable by Her Majesty under this Offer, including any Option Period(s), shall not exceed the amount of \$ 75,000.00 (plus applicable tax).

2. Individual Call-ups against this Standing Offer must not exceed \$ 15,000 (plus applicable tax).
3. The Offeror shall notify the Contracting Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months prior to 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 shall promptly notify the Contracting Authority.

#### **34. LICENSING**

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

#### **35. INTERNATIONAL SANCTIONS**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at :

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

2. It is a condition of this Standing Offer and of any ensuing Call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any Call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a Call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

### **36. GOODS AND SERVICES TAX / HARMONIZED SALES TAX**

Prices and amounts of money in the Standing Offer are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada. The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

## **ADDITIONAL TERMS AND CONDITIONS**

1. This Standing Offer does not create an exclusive right of the Standing Offer Holder to perform all the work that may be required. AAFC reserves the right to have any work done by other means
2. Post Award / Site Orientation Meeting
  1. The Offeror may be required to attend a Post Standing Offer award site orientation meeting with the Senior Grounds Supervisor prior to the commencement of any work. This walk through will facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.
  2. The walk through will include where the muster point is in the event of an emergency situation and *any other information required to carry out the work.*
3. Upon request the Offeror shall furnish the Senior Grounds Supervisor with a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.
4. Service is to be provided by at least one (1) Certified Arborist at a time, unless a specific request is made in writing to, and approved by, the Senior Grounds Supervisor.
5. An 'uncertified' Arborist (or non-arborist) may be able perform part of the work providing it is under the direct supervision of the Certified Arborist.
6. The Offeror may be required to provide a written estimate for services. The estimate must include:
  1. Cost for all pesticides (if required)
  2. Estimated number of hours for labour and rates
  3. Applicable taxes will be shown as a separate item.
7. The Offeror must be available to provide routine and emergency services within the following response times:
  1. Routine Services:  
For routine services, within 48 hours of a 'Call-up Against a Standing Offer' to schedule a time for the work to be done
  2. Emergency Services - must be on site within four (4) hours of first contact followed up by 'Call up against a Standing Offer'
8. The Offeror shall ensure that all applicable personal protective equipment (PPE) is used.



9. The Offeror is to supply all tools and equipment required to provide work under the Standing Offer.
10. Pesticides must only be applied by the Certified Arborist only
11. Power activated devices using explosives must not be used, unless authorized by the Senior Grounds Supervisor.
12. The Offeror shall post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
13. The Offeror will remove all unwanted trees, branches, leaves, etc. off site and dispose of in an environmentally friendly manner
14. Upon request the Offeror will provide a detailed work order explaining the Work undertaken to the Senior Grounds Supervisor.
15. The Offeror shall provide AAFC an invoice complete with a detailed breakdown of all labour billed. This invoice must clearly reference all work sheets associated with the Call-up and the Call up Number.
16. Upon request the Offeror must provide a copy of the Material Safety Data Sheet (MSDS) to the Senior Grounds Supervisor.
17. Materials & WHMIS Compliance

Upon request by the Senior Grounds Supervisor the Offeror must provide proof of up-to-date WHMIS training for all employees working on site.

1. The Offeror shall use as many low toxicity / environmentally friendly products as practical (use products displaying the Environmental Choice Eco-logo). Samples of Controlled Products may be required for WHMIS Compliance testing to ensure that all materials used meet the Canadian General Standards Board Qualified Products criteria.
2. The Offeror shall ensure that, where substances classified as controlled products under the Control Products Regulations are to be used in Crown-owned facilities and their employees receive appropriate training as per Provincial / Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS). Proof of up to date WHMIS training, for all employees working on site, must be supplied to the Senior Grounds Supervisor
3. The Offeror shall ensure that all controlled products are identified to the Senior Grounds Supervisor. Where controlled products are to be used at Federal occupied facilities the

Senior Grounds Supervisor will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.

4. All containers brought into Crown-owned facilities containing controlled products must be labeled in accordance with WHMIS regulations. The Offeror shall ensure that no down-the-drain disposal for controlled waste liquids will occur. MSDS instructions for product disposal must be followed at all times.

## **STATEMENT OF WORK**

## **APPENDIX B**

Agriculture & Agri-Food Canada's Research & Development Centre requires tree and shrub services at 2701 Grand Valley Road, Brandon MB, on an '*as and when required*' basis.

These grounds are designated non-smoking and scent free

### **SCOPE OF WORK:**

The standing offer holder will be required to:

1. Apply pesticides to coniferous and deciduous trees and shrubs
2. Chip mulch branches, leaves, etc. and put mulch back onto designated areas
3. Grind tree and shrub stumps to below grade
4. Prune / crown coniferous and deciduous trees and shrubs
5. Remove dead and / or alive and / or diseased trees and shrubs and dispose of offsite.  
This may include cutting trees down

### **STANDING OFFER HOLDER'S RESPONSIBILITY:**

The Standing Offer Holder will be responsible to provide all tools, equipment and pesticides needed to perform these services.

## MANDATORY REQUIREMENTS

## Appendix C

Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. The **Proposer must include the necessary documentation to demonstrate this compliance.**

In order for proposals to be accepted for further evaluation, all of the following mandatory requirements must be met.

### 1) MANDATORY SITE VISIT:

Bidders must attend a site visit where the services are to be rendered and make themselves familiar with the site and any conditions that may affect the nature or provision of the services required. Ignorance of the local conditions at no time will constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

Bidders will be required to sign an attendance sheet at the visit. By signing the attendance sheet, bidders are confirming they have attended the visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.

Any relevant questions, and the answers, asked during the Site Visit will be posted on the Government Electronic Tendering System (GETS) Buyandsell.

Site Visit will be held **May 25, 2017** at 9:00 a.m.

To confirm your attendance, please contact Everett Smith at (204) 720-4302 or [everett.smith@agr.gc.ca](mailto:everett.smith@agr.gc.ca)

### 2) PROPOSED RESOURCES:

- a) The Bidder must provide the name of at least one (1) 'Certified' Arborist who will be available to provide services under the resulting Standing Offer.
- b) The Bidder must provide the name of at least one (1) 'Uncertified' Arborist who will be available to provide services under the resulting Standing Offer.

### 3) CERTIFICATIONS / QUALIFICATIONS:

- a) The Bidder must provide a Certificate for each Certified Arborist proposed
- b) The Bidder must provide a pesticide applicators license for each Certified Arborist proposed

## PROPOSAL FORMAT

## Appendix D

THE FOLLOWING SUBMISSION FORMAT IS PREFERRED:

- 1.0** Submit One (1) Original hard Copy of the Proposal Presentation **in a separate sealed envelope labelled:**

**PROPOSAL - RFSO # 01E50-18-S003 - Tree and Shrub Services, Brandon, MB**

The Envelope must include the following:

- a) Appendix C - Mandatory Requirements
- b) Appendix F - Certification Requirement

- 2.0** Submit One (1) Original hard Copy of Appendix G - Bid Document **in a separate sealed envelope labelled:**

**'FINANCIALS - RFSO # 01E50-18-S003 - Tree and Shrub Services, Brandon, MB**

- a) The cost shall be in Canadian funds and exclusive of any applicable Taxes.

## PROPOSAL EVALUATION METHOD

## Appendix E

Bids received will be assessed in accordance with the entire requirements of the Bid Solicitation including the Evaluation criteria specified below:

### Mandatory Evaluation

It is understood by the parties submitting proposals that, to be considered compliant, a proposal must meet all the MANDATORY requirements as outlined in Appendix C of this document.

Accordingly, only the compliant proposals will be given further consideration.

### Financial Evaluation

Your price proposal must be submitted using Bid document - Appendix G

Price Proposals will be assessed as follows:

Step 1 - For each line item - Estimated # of Units (A) x Unit price (B) = Extended Cost (C)

Step 2 - Aggregate of Extended Totals - Evaluated Offer

Evaluation Procedure - All bidders will be assessed and accepted on a low aggregate basis (applicable taxes extra). Low aggregate will be determined by extending and totaling the unit prices.

The lowest responsive bidder will be recommended for award of the Standing Offer.

**CERTIFICATION REQUIREMENT**

**Appendix F**

In order to be considered for Standing Offer award, a proposer whose proposal is technically and financially responsive must meet the following conditions:

The following certification requirements apply to this Request for Standing Offer (RFSO). Proposers are to submit the Certification Requirements in accordance with the instruction provided in Document C, Mandatory Requirements.

**1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS**

Proposers will accept Agriculture & Agri-Food Canada’s General Conditions and the Additional Terms and Conditions as set out in Appendix A shall form part of the Resulting Standing Offer.

\_\_\_\_\_

Signature \_\_\_\_\_ Date

\_\_\_\_\_ for: \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_ Name of Proposing Party

**2) LEGAL ENTITY AND CORPORATE NAME**

Please certify that the Proposer is a legal entity, by indicating whether the Proposer is a) a sole proprietorship, partnership or corporate entity, b) indicating the laws under which it is registered or incorporated c) including the registered or corporate name, and identifying d) the country where the controlling interest / ownership (name if applicable) of the organization is located.

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

Any Resulting Standing Offer may be executed under the following a) corporate full legal name and b) at the following place of business (street, building, suite / room, postal code):

- a) \_\_\_\_\_
- b) \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date

**3) PRICE / RATE CERTIFICATION**

"We hereby certify that the prices quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity of the services, and does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**4) VALIDITY OF PROPOSAL**

It is requested that Proposals submitted in response to this Request for Standing Offer be:

- (a) valid in all aspects, including price, for not less than 120 days from the closing date of this RFP;
- (b) signed by an authorized representative of the Proposer, and
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

GST #: \_\_\_\_\_

**5) AVAILABILITY AND STATUS OF PERSONNEL**

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.



If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**6) FEDERAL CONTRACTORS PROGRAM**

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**7) INTEGRITY PROVISIONS**

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by

Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the Ineligibility and Suspension Policy;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false

or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**LIST OF NAMES:**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CERTIFICATION:**

I \_\_\_\_\_ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **8) INSURANCE CERTIFICATION**

### **A) Insurance Requirements**

- (a) The Standing Offer Holder must comply with the insurance requirements specified herein. The Standing Offer Holder must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Standing Offer Holder from or reduce its liability under the Standing Offer.
- (b) The Standing Offer Holder is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Standing Offer Holder's expense, and for its own Benefit and protection.
- (c) Upon request, Proposers shall deposit with Canada, a CERTIFICATE OF INSURANCE (form AAFC 5314).

Upon request by Canada, the Standing Offer Holder shall provide originals or certified true copies of all contracts of insurance maintained by the Standing Offer Holder pursuant to the provisions contained herein.

### **B) Commercial General Liability Insurance**

- (a) The Standing Offer Holder must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer, in an amount usual for a contract of this nature, but for not less than \$ 2,000,000.00 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
  - i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Standing Offer Holder's performance of the Contract. The interest of Canada should read as follows: *Her Majesty the Queen in the right of Canada as represented by the Minister*
  - ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Standing Offer Holder.
  - iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Standing Offer Holder and/or arising out of operations that have been completed by the Standing Offer Holder.
  - iv) 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.

- v) Cross Liability / Separation of Insured: 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.
- vi) 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.
- vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
- vii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- viii) 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.
- ix) Notice of Cancellation : The Insurance Company will provide to the Contracting Authority 30 days written notice of policy cancellation.
- x) 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 9) FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE

Contracts with 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 with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause:

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

- 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 report.

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 10) JOINT VENTURE

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity

\_\_\_\_\_ is a joint venture in accordance with the definition in paragraph 3.

\_\_\_\_\_ is not a joint venture in accordance with the definition in paragraph 3.

2. A Proposer that is a joint venture represents the following additional information :

- (a) Type of joint venture (mark applicable choice)

- \_\_\_\_\_ incorporated joint venture
- \_\_\_\_\_ limited partnership joint venture
- \_\_\_\_\_ partnership joint venture
- \_\_\_\_\_ contractual joint venture
- \_\_\_\_\_ other

- (b) Composition: (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the

profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
  - (b) the partnership venture;
  - (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation
4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as :
- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
  - (b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**11) STANDING OFFER HOLDER’S LIST OF SUBCONTRACTORS**

See GC 5 - ASSIGNMENT AND SUBCONTRACTING

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Company Name	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the contract (%)



It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

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Signature

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Date

Tender Notice # **01E50-18-S003** - Tree and Shrub Services, Brandon, MB Research Centre

AAFC is not prepared to accept separate prices for Truck, Lift, Equipment Rental or mileage charges. All costs must be included in the hourly rate.

Column B (Unit price) and Column C (Extended Cost) must be completed with a dollar value, for all line items or your Offer may be considered non-compliant.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

**1) Pricing for Initial Standing Offer Period (1 Year)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Pesticide Application	Hour	20		
2	Chipping	Hour	25		
3	Stump Grinding	Hour	25		
4	Pruning / Crowning	Hour	100		
5	Tree Removal	Hour	30		
Total					T1

The Standing Offer Holder will be reimbursed for pesticides at cost. Receipts for these expenses are required for reimbursement.

**2) Pricing for Option Period One (1)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Pesticide Application	Hour	20		
2	Chipping	Hour	25		
3	Stump Grinding	Hour	25		
4	Pruning / Crowning	Hour	100		
5	Tree Removal	Hour	30		
Total					T2

The Standing Offer Holder will be reimbursed for pesticides at cost. Receipts for these expenses are required for reimbursement.

**3) Pricing for Option Period Two (2)**

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Pesticide Application	Hour	20		
2	Chipping	Hour	25		
3	Stump Grinding	Hour	25		
4	Pruning / Crowning	Hour	100		
5	Tree Removal	Hour	30		
Total					T3

The Standing Offer Holder will be reimbursed for pesticides at cost. Receipts for these expenses are required for reimbursement.

Total Cost for Initial Standing Offer Period \_\_\_\_\_

Total Cost for Option Period One (1) + \_\_\_\_\_

Total Cost for Option Period Two (2) + \_\_\_\_\_

TOTAL COST for all periods = \_\_\_\_\_

Legend :

Blue - Ash trees

Green - Spruce trees

Pink - Arboretum and Main Grounds