



**THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS**

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 SECURITY REQUIREMENTS.....	4
1.4 DEBRIEFINGS .....	4
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	7
2.5 APPLICABLE LAWS .....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION .....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS.....	11
6.2 FINANCIAL CAPABILITY .....	11
6.3 INSURANCE REQUIREMENTS .....	11
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER .....</b>	<b>11</b>
7.1 OFFER.....	11
7.2 SECURITY REQUIREMENTS.....	12
7.3 STANDARD CLAUSES AND CONDITIONS.....	12
7.4 TERM OF STANDING OFFER .....	13
7.5 AUTHORITIES.....	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
7.7 IDENTIFIED USERS.....	14
7.8 CALL-UP INSTRUMENT .....	14
7.9 LIMITATION OF CALL-UPS .....	14
7.10 PRIORITY OF DOCUMENTS .....	15
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	15
7.12 APPLICABLE LAWS .....	15
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	15
7.14 ESTIMATES .....	16
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>16</b>

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7.1	STATEMENT OF WORK .....	16
7.2	STANDARD CLAUSES AND CONDITIONS.....	16
7.3	TERM OF CONTRACT .....	16
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	16
7.5	PAYMENT .....	16
7.6	INVOICING INSTRUCTIONS .....	17
7.7	INSPECTION AND ACCEPTANCE .....	17
7.8	INSURANCE – SPECIFIC REQUIREMENTS.....	18
7.9	SACC <i>MANUAL</i> CLAUSES.....	18
7.10	DISPUTE RESOLUTION.....	18
	<b>ANNEX "A" - STATEMENT OF WORK.....</b>	<b>19</b>
	<b>ANNEX "B" - BASIS OF PAYMENT .....</b>	<b>26</b>
	APPENDIX B.1 OF ANNEX B – FINANCIAL OFFER / EVALUATION.....	28
	<b>ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST .....</b>	<b>33</b>
	<b>ANNEX "D" - INSURANCE REQUIREMENTS .....</b>	<b>36</b>
	<b>ANNEX "E" – CALL-UP FORM PWGSC-TPSGC 942 .....</b>	<b>38</b>
	<b>ANNEX "F" – STANDING OFFER USAGE REPORTING FORMAT .....</b>	<b>39</b>
	<b>ANNEX "G" TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>40</b>
	ELECTRONIC PAYMENT INSTRUMENTS .....	40

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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 and Additional Information: includes the certifications and additional information 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 Security Requirements Checklist, the Insurance Requirements, the Call-up against a Standing Offer Form PWGSC-TPSGC 942, the Standing Offer Usage Reporting Format, the Electronic Payments Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1 Request for a Standing Offer for the provision of general LANDSCAPING SERVICES on an "as and when requested basis" to the Department of National Defence (DND), Canadian Forces Base (CFB) Esquimalt, Victoria, British Columbia, Canada. Refer to Annex A.
- 1.2.2 The period of the Standing Offer will be for three (3) years from the date of issuance.
- 1.2.3 The estimated yearly expenses is \$150,000.00 CAD including Applicable Taxes. This amount does not represent a commitment by Canada, and is only an estimation of the potential call-up volumes which may be placed by the Identified User against the Standing Offer issued as a result of this Request for Standing Offers (RFSO).
- 1.2.4 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

- 1.2.5 Canada intends to issue only one (1) Standing Offer for this requirement.
- 1.2.6 The requirement is subject to the provisions of the following Trade Agreements:
- Canadian Free Trade Agreement (CFTA)
  - Canada - Chile Free Trade Agreement (CCFTA)
  - Canada - Colombia Free Trade Agreement
  - Canada - Panama Free Trade Agreement
  - Canada - Peru Free Trade Agreement (CPFTA)
- 1.2.7 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.2.8 It is the responsibility of the Offeror to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted Offer. Offerors intending to submit an offer should obtain solicitation documents from the Government Electronic Tendering System (GETS) at [www.Buyandsell.gc.ca/tenders](http://www.Buyandsell.gc.ca/tenders). Amendments, when issued, will be available on GETS. Offerors basing their offer on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

### 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 Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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.

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information (<https://www.canada.ca/en/public-services-procurement/news/2018/07/government-of-canada-awards-contract-for-electronic-procurement-solution.html>).

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

#### **PWGSC Pacific Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

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

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 British Columbia..

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

**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.

**3.1.1 Electronic Payment of Invoices - Offer**

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

If Annex "G" 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.

**3.1.2 Exchange Rate Fluctuation**

*SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation.*

**3.1.3 Firm Price and/or Rates**

*SACC Manual Clause M0019T (2007-05-25), Firm Price and/or Rates*

**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**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

See Appendix A.1 of Annex "A"

## 4.1.2 Financial Evaluation

### 4.1.1.1 Mandatory Financial Criteria

See Appendix B.1 of Annex "B"

### 4.1.2.1 Evaluation of Price - Offer

SACC *Manual* Clause M0220T (2016-01-28), Evaluation of Price – Offer.

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Mandatory Technical and Financial Evaluation Criteria

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

## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<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.

### 5.1.2.1 List of Names for Integrity Verification Form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>

## 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

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### 5.2.3.1 Status and Availability of Resources – Standing Offer

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

### 5.2.3.2 Workers Compensation Certification – Letter of Good Standing

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within three (3) calendar days following a request from the Standing Offer Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### 5.2.3.3 Education and Experience

SACC Manual Clause M3021T (2012-07-16) Education and Experience

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before issuance of a standing offer, 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 indicated 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. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

### 6.3 Insurance Requirements

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

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

- 7.1.1 The Offeror offers to perform the Work 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 the Contract Security Program) 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 Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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) *Contract 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 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

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## 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 date of issuance for a period of three (3) years from the date of issuance.

### 7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Hélène Kobenter  
Supply Specialist  
Public Works and Government Services Canada  
Victoria, British Columbia Canada  
Telephone: (250) 508-7491  
E-mail: [helene.kobenter@pwgsc-tpsgc.gc.ca](mailto:helene.kobenter@pwgsc-tpsgc.gc.ca)

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

### 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

The Contractors Representative for the Contract is: *(As specified in the submitted Offer)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
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 reported

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on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence, Real Property Operations (RP Ops) Section (Pacific), Canadian Forces Base (CFB) Esquimalt, Victoria British Columbia, Canada.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against this Standing Offer placed directly by the Identified Users must not exceed **CDN \$40,000.00 (Applicable Taxes included), inclusive of any revisions.**

**For requirements above \$40,000.00 but below \$100,000.00 (Applicable Taxes included), inclusive of any revisions:** For individual requirements exceeding \$40,000.00, but below \$100,000.00, the Identified User must obtain written approval from the Standing Offer Authority before proceeding with the call-up. The Identified User must submit a copy of the SO quote, call-up request, and all supporting documentation to the Standing Offer Authority for review and written approval. These requests will be reviewed on a case by case basis and their approval is not guaranteed.

**Individual call-ups valued at \$100,000.00 or greater (Applicable Taxes included), inclusive of any revisions** will not be considered under this Standing Offer.

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work);
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List;
- h) Annex "D", Insurance Requirements;
- i) Annex "E", Call-up Form PWGSC-TPSGC 942
- j) Annex "F", Standing Offer Usage Reporting Format;
- k) the Offeror's offer dated \_\_\_\_\_ (*date inserted at time of Standing Offer issuance*).

## 7.11 Certifications and Additional Information

### 7.11.1 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.

### 7.11.2 SACC Manual Clauses

A0285C (2007-05-25) Workers Compensation  
M3020C (2016-01-28) Status of Availability of Resources – Standing Offer

## 7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## 7.14 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## 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.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010C (2020-05-28), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The Work is to be performed during the period specified in the authorized call-up.

### 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: 2019-01 of the Treasury Board Secretariat of Canada.

### 7.5 Payment

#### 7.5.1 Basis of Payment – Limitation of Expenditure of individual call-ups

The Contractor will be paid for the Work specified in the authorized call-up, in accordance with the firm prices and rates listed in the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized call-up must not exceed the limitation of expenditure specified in the authorized call-up. Custom duties are included and Applicable Taxes are extra.

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No increase in the liability of Canada or in the price of the Work specified in the authorized call-up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized and confirmed in writing by Canada through a call-up amendment, before their incorporation into the Work.

### **7.5.2 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

### **7.5.3 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
C0710C (2007-11-30) Time and Contract Price Verification

### **7.5.4 Electronic Payment of Invoices – Call-up** *(as specified by the Offeror in Annex "G")*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **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.

The Contractor must submit a separate invoice for each call-up. 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 invoices, receipts, and vouchers for all reimbursable materials;
- d. A copy of the authorized call-up and any related amendment(s).

2. Invoices must be distributed as follows:

- a. The original must be submitted by electronic mail to the DND Identified User stated in the authorized call-up for certification and payment.

## **7.7 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.8 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

## 7.9 SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)  
A9062C (2011-05-16) Canadian Forces Site Regulations  
A9019C (2011-05-16) Hazardous Waste Disposal  
B7500C (2006-06-16) Excess Goods

## 7.10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading “Dispute Resolution”.

## ANNEX "A" - STATEMENT OF WORK

### 1. Requirement:

To supply all labour, materials, equipment, tools, supervision and transportation required to provide general landscaping services including landscaping repairs, minor landscaping construction, grounds maintenance, irrigation installation repairs, on an "as and when requested basis" to the Department of national Defence, Canadian Forces Base (CFB) Esquimalt, Victoria, British Columbia, Canada.

### 2. Sites of Work

The Services performed under this contract will be restricted to the geographic areas of Canadian Forces Base Esquimalt located within Canada Post Forward Sortation Area (FSA) Codes V8L, V8P, V8V, V8Z, V9A, V9C, and V9X, including but not limited to the following sites:

#	Call Out (CO) Points	Areas	Directions
1	Albert Head	Metchosin	West and south of the City of Victoria via Highway 1 and 1A, Sooke Road, Metchosin Road and Duke Road; follow approximately 2 km on Duke Road to Albert Head Road, approximately 1 km in a southerly direction on Albert Head road to gate entrance. V9C 4B4
2	Ashton Armoury	Victoria	724 Vanalman St. which is east of the junction of Glanford St. and Vanalman Avenue, Victoria, B.C. V8Z 4B8
3	Bay Street Armoury	Victoria	715 Bay St. on the corner of Bay and Douglas St., Victoria, B.C V8V 3P4
4	Belmont Park	Colwood	West of the City of Victoria via highway 1 and 1A to Ocean Boulevard. Then left for approximately 1 km to Belmont Park. V9C 1A3
5	Colwood Supply	Colwood	West of Victoria via Highway 1 and 1A to Wilfert Rd. Then go left for approx. 0.5 km to a controlled gate V9C 1A3
6	Dockyard	Esquimalt	West of the Victoria approx. 8 kilometers at the western terminus of Esquimalt Rd. V9A 7N2
7	Heals Rifle Range	Brentwood Bay	Approximately 13 km North-west of the City of Victoria via Douglas St. Burnside West, Interurban Road, West Saanich Road to Wallace Drive. Saanich BC V9X 2W7
8	HMCS Malahat	Victoria	20 Huron St. which is west of corner of Dallas Rd. & Huron St. in James Bay. Victoria, BC V8V 4R1
9	Munroe Head	Esquimalt	West of the City of Victoria via Esquimalt Road to Admirals Road then North for approximately 1 – ½ kilometers to Maplebank Road then West to gate entrance. V9A 7N2
10	Naden	Esquimalt	At Admirals Road approximately 1 kilometer north of the junction of Esquimalt Road and Admirals Road. V9A 7N2
11	Patricia Bay	Sidney	North of the City of Victoria via the Pat Bay Highway to McTavish Road west to Willington Road; follow approximately 3 kilometers to Kitty Hawk Road. The hanger is home to 443 SQN. V8L 5V4

#	Call Out (CO) Points	Areas	Directions
12	Rocky Point	Metchosin	South and West of the City of Victoria via Highway 1 and 1A to Sooke Road then left at Happy Valley Road to Rocky Point Road then right on East Sooke Road and left to a controlled gate. V8P 5J2
13	Signal Hill	Esquimalt	West of the Victoria approx. 8 km at the western terminus of Esquimalt Rd. V9A 7N2
14	Work Point Barracks	Esquimalt	West of the City of Victoria, approximately 5 kilometers via Esquimalt Road and Head Street. South on Head Street approximately 1 kilometer to the gates of Work Point Barracks – Head Street at Lyall. V8Z 7H5

### 3. Protection and Preparation

The Contractor must:

- a. Prevent damage to buildings, building contents, vegetation, landscaping, curbs, sidewalks, tree, fences, motor vehicles and adjacent property. Any damaged caused by work performed by the Contractor must be replaced by the Contractor at no additional cost to Canada;
- b. Prior to commencing work remove site furnishings, irrigation systems in work area;
- c. Return irrigation and site furnishing to the original location and configuration upon completion of work. Damaged irrigation systems and site furnishing must be repaired to the satisfaction of the Project Authority or replaced with products of equal quality approved by the Project Authority.

### 4. Equipment and Tools

The Contractor must ensure that all personnel have the necessary tools and equipment required to complete the Work. No rental charges will be paid for tools or equipment incidental to the trade unless authorized in advance and in writing by the Project Authority (or designated representative).

### 5. Timing

- a. The Contractor must perform all work between 0730 and 1630 hours, MON. Through FRI., except SAT, SUN and Statutory Holidays;
- b. Work during any other period must be approved by the Project Authority.
- c. Prior to commencement of the contract, the Contractor and on-site foreman/supervisor must arrange for an on-site meeting with the Project Authority;
- d. The Contractor must provide phone numbers to the Project Authority. All calls must be returned within 4 hours and actioned within 24 hours.

### 6. Overtime

No overtime work must be performed under the Contract unless authorized in advance and in writing by the Project Authority (or designated representative). Any request for payment at the rate(s) specified in the Contract/Standing Offer must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.

### 7. Scheduling and Commencement of Work

Refer to Call-up Instrument under Part 7A, section 7.8

### 8. Contractor Use of Site

- 
- a. Access directly to and from work areas as indicted, subject to:
    - i. Traffic regulations established by DND
    - ii. Security regulations established by DND
  - b. Storage of equipment or materials on DND site is not permitted unless authorized in writing by the Project Authority.
  - c. Access to all areas of employment is restricted; all contract employees are required to obtain Contractor's passes.
  - d. Provide safety and security of equipment.
  - e. Normal military training will not be interrupted for the carrying out of the work under this Contract. The Contractor, will during its preliminary examination of the site consult with Project Authority to ascertain the times and areas included and will plan its work accordingly. Alternate work schedule to be arranged by Project Authority for work interruptions

## 9. Parking

Parking of the Contractor's vehicles will be permitted only within the areas marked for visitors. Contractor's vehicles must have signage clearly indicating the Contractor's company. Roadways are not to be blocked by equipment or vehicles including all outside parking areas.

## 10. Safety Requirements

The Contractor must:

- a. Observe and enforce construction safety measures required by Canadian Construction Safety Code, Provincial Government, Workers' Compensation Board and Municipal statutes and authorities;
- b. Ensure compliance with the standards of Part II Canada Labour Code and the Occupational Health and Safety Regulations as well as compliance with the Works' compensation Act and any regulations thereunder the said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions including proper safety equipment, lighting, and ventilation. In the event of conflict between the Workers' Compensation Act and Regulations and Canada Labour Code Part II, and Occupational Health and Safety Regulations, the most stringent provision applies;
- c. At no time leave equipment operating while unattended;
- d. Smoking is not permitted in areas where dry vegetation exists or while operating or refuelling equipment.

\*\* Extra Safety precautions are in place at Rocky Point X Area. Safety training and approval of designated employees is mandatory before work commences. Safety training / site evacuation orientation will be provided by the DND Safety Authority for Rocky Point at a date and time mutually agreed upon between DND and the Contractor. Safety training / site evacuation orientation may be required for the other sites.

## 11. Completion of Work

The Contractor must advise the Project Authority on completion of the Work within twenty-four (24) hours.

## 12. Removal and Disposal of Waste

Contractor must remove and dispose of all waste removed or uncovered in the performance of the work at the end of each day in accordance with any applicable federal, provincial, regional, and municipal laws.

### **13. Inspection**

The Project Authority is the Inspection authority. All work must be completed and signed off by Project Authority prior to being invoiced. If work is deemed not satisfactory, the additional required work must be performed at no additional cost.

### **14. Security**

The Contractor must present a list of all employees on this contract to the Base Security Officer, CFB Esquimalt. All employees must complete security forms and obtain DND passes to work on DND property.

### **15. Fire Safety Requirements and Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

### **16. Contractor Certification Requirements:**

The Contractor/Company must hold a valid Pesticide Applicator License from the BC Ministry of Environment.

### **17. Supervision Qualification Requirements**

All work performed under this contract must be supervised by an individual, or a combination of individuals, who collectively possess the following professional certifications:

1. Valid Level 1 Certified Irrigation Technician (CIT) from the Irrigation Industry Association of British Columbia (IIABC)
2. Valid Pesticide Applicator Certificate from the BC Ministry of environment ;
3. Valid Certified Landscape Professional (CLP) from the BC Landscape & Nursery Association (BCLNA) or Canadian Nursery Landscape Association (CNLA), or an acceptable equivalent.
4. Valid Certified Horticultural Technician (CHT) from the BCLNA, or an acceptable equivalent.

Any supervisor/employee who will be applying pesticide must have a valid Pesticide Applicator License from the BC Ministry of Environment.

Supervisors must accurately set out the work described in the call-up to their workers and upon completion of the work, review all work to ensure quality and completeness of the call-up.

Solicitation No. - N° de l'invitation  
W684Q-210172/A  
Client Ref. No. - N° de réf. du client  
W684Q-210172

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-1-44009

Buyer ID - Id de l'acheteur  
vic246  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX A.1 OF ANNEX A – TECHNICAL EVALUATION**

### **Mandatory Technical Evaluation Criteria**

In their technical bid, bidders must demonstrate how they meet all requirements detailed in this Appendix and address clearly and in sufficient depth all points that are subject to the mandatory technical evaluation criteria below against which the bid will be evaluated.

Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

<b>A.1 Mandatory Technical Evaluation Criteria - LANDSCAPING SERVICES</b>		<b>Complies</b>	<b>Does not comply</b>
<b>1</b>	<p><b><u>Company Experience</u></b></p> <p>Bidders must provide proof of experience by submitting <b>three (3) contracts performed within the last five (5) years that are similar in scope and value to the landscaping service requirements detailed in this solicitation.</b></p> <p>Contracts that do not include landscaping services will not be given further consideration.</p> <p><b>* Bidders must complete and submit this information with their bid.</b></p> <p><u>Note: This is the firm experience, not the individual's experience.</u></p> <p>Each Contract Reference must include at a minimum the contract information listed below:</p>		
1.1	<p><b><u>Contract Reference No. 1</u></b></p> <p>Start Date:</p> <p>End date:</p> <p>Brief description of the landscaping services performed under the contract and names and certifications of supervisory personnel involved.</p> <p>Contract value, amount in dollars (\$):</p> <p>Contact name(s) (client personnel) at contract site which may be contacted to verify the information provided:</p>		
1.2	<p><b><u>Contract Reference No. 2</u></b></p> <p>Start Date:</p> <p>End date:</p> <p>Brief description of the landscaping services performed under the contract and names and certifications of supervisory personnel involved.</p> <p>Contract value, amount in dollars (\$):</p> <p>Contact name(s) (client personnel) at contract site which may be contacted to verify the information provided:</p>		

<b>A.1 Mandatory Technical Evaluation Criteria - LANDSCAPING SERVICES</b>		<b>Complies</b>	<b>Does not comply</b>
1.3	<p><b><u>Contract Reference No. 3</u></b></p> <p>Start Date:</p> <p>End date:</p> <p>Brief description of the landscaping services performed under the contract and names and certifications of supervisory personnel involved.</p> <p>Contract value, amount in dollars (\$):</p> <p>Contact name(s) (client personnel) at contract site which may be contacted to verify the information provided:</p>		
2	<p><b><u>Company Certifications</u></b></p> <p>Valid <b>Pesticide Applicator License</b> from the BC Ministry of Environment</p>		
3	<p><b><u>Professional Certifications of Proposed Supervisor</u></b></p> <p><b>* Bidders must propose at least one (1) member of staff for the supervision of all work performed under this contract.</b></p> <p><b>* Each proposed individual must possess one or more of the four (4) professional certificates listed below (3.1. Through 3.4), and his/her certificates must be current and valid. The individual(s) must collectively possess all four certificates listed below.</b></p> <p><b>* Bidders must submit proof of personnel certification with their bid.</b></p>		
	<p><b>Name of proposed supervisor(s) (*Minimum of 1 name required and include copy of trade certificates):</b></p> <p>1.</p> <p>2.</p>		
3.1	Valid <b>Level 1 Certified Irrigation Technician (CIT)</b> from the Irrigation Industry Association of British Columbia (IIABC)		
3.2	Valid <b>Pesticide Applicator Certificate</b> from the BC Ministry of Environment		
3.3	Valid <b>Certified Landscape Professional (CLP)</b> from the BC Landscape & Nursery Association (BCLNA) or Canadian Nursery Landscape Association (CNLA), or acceptable equivalent:		
3.4	Valid <b>Certified Horticultural Technician (CHT)</b> from the BCLNA, or acceptable equivalent.		

Solicitation No. - N° de l'invitation  
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VIC-1-44009

Buyer ID - Id de l'acheteur  
vic246  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "B" - BASIS OF PAYMENT

### 1. PRICING

Pricing is in **Canadian dollars**, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Unless otherwise specified in this annex, all prices and/or rates include all labour, tools, equipment, materials, supervision, fuel, transportation, and profit required.

All firm prices and/or rates offered must also include all applicable clean-up and recycling fees.

No other charges will be allowed. Applicable Taxes are extra.

### 2. ESTIMATED YEARLY USAGE

The estimated yearly quantities identified herein are for evaluation purposes only and may not represent actual usage or the value of the limitation of expenditure. Any standing offer issued as a result of this solicitation will be limited to the actual goods or services ordered and delivered.

### 3. CALL OUT RATES

**Bidders must submit firm all-inclusive call-out rates for each period of the Contract, exclusive of Applicable Taxes using the evaluation tables B.1.1 and B.1.2.**

Bidders must submit firm rates for call-outs during (a) regular operating hours (Regular Hours), and (b) outside regular operating hours (Overtime Hours).

**Call-out rates must NOT include direct productive labour rate** (See Tables B.1.3 and B.2.3 for productive labour rates)

All-inclusive firm call out rates must be based only on direct travel FROM Contractor's plant TO the sites of work specified below AND DIRECT RETURN to Contractor's plant (**direct return trip**).

Call-out rates shall be charged only ONCE for each call-up. Estimates will be completed at no-charge to Canada.

Rates offered for all C/O points will be firm and binding for the entire period of the contract and regardless of number of Contractor personnel involved in performing the work detailed in the call-up.

No further call-out charges will be allowed.

### 4. OPERATING HOURS

For the purpose of determining the applicable call-out rates and productive labour hourly rates for work performed under this contract, operating hours are defined as follows:

- (a) Regular Hours: Mon. - Fri. 0730 - 1630 except Sat., Sun., and Statutory Holidays observed in British Columbia
- (b) Overtime Hours: Mon. - Fri. 1631 - 0729, and Firm Rate for Sat., Sun., and Statutory Holidays observed in British Columbia.

### 5. ESTIMATES

Estimates requested by the Project Authority in accordance with Part 7A, section 7.14 must be completed at no-charge.

## 6. PRODUCTIVE LABOUR RATES

**Bidders must submit firm all-inclusive hourly labour rates for each period of the Contract, exclusive of Applicable Taxes for the labour categories listed in evaluation tables B.1.3.**

Bidders must submit firm labour rates for (a) regular operating hours (Regular Hours), and (b) outside regular operating hours (Overtime Hours).

Labour rates must include all necessary labour, tools, equipment, materials, supervision, and profit required for the work described in Annex A. No other charges will be allowed. No rental charges shall be paid for tools or equipment incidental to the trade except for specialized rental equipment listed in evaluation tables B.1.4 and B.2.4 of this annex.

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

The Contractor will be paid for the actual hours worked at the firm hourly labour rates detailed in this Annex.

The Contractor will be paid an initial one (1) hour minimum charge calculated from the time the Contractor arrives on-site. All additional chargeable time, over and above the first hour, will be rounded to the nearest quarter hour.

Copies of time sheets and overtime approved by the Project Authority must be attached to invoices.

## 7. HOURLY RATES - SPECIALIZED EQUIPMENT

**Bidders must submit firm hourly rates for each period of the Contract, exclusive of Applicable Taxes for the provision of the specialized equipment listed in Table B.1.4.**

**Hourly rates must NOT include direct productive labour rate** (See Tables B.1.3 and B.2.3 for productive labour rates).

**Hourly rates must include all other costs**, including but not limited to transportation costs to/from the work site, fuel cost, and fuel surcharges.

## 8. MARK-UP ON LANDSCAPING MATERIALS AND RENTAL OF OTHER SPECIALIZED EQUIPMENT

**Bidders must submit firm all-inclusive mark-up rates for each period of the Contract, exclusive of Applicable Taxes using financial evaluation Table B.1.5.**

The Contractor will be reimbursed for materials and rental of other specialized equipment at the Offeror's laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm Mark-up percentage as specified below, exclusive of Applicable Taxes.

No charges will be paid for free issues items, or supplies incidental to the trade.

Examples of eligible costs include but are not limited to materials such as soil, sand, mulch, sod, fertilizer, pesticides, plants, and the rental of specialized equipment such as mini excavators, aerators, rototillers, and air compressors for irrigation.

Disposal and tipping fees, if applicable, are also eligible for reimbursement.

Excludes specialized equipment listed in Table B.1.4.

All reimbursable materials and equipment charges must be pre-approved on the call-up.

All reimbursement requests must be supported by a copy of invoices and receipts.

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## APPENDIX B.1 OF ANNEX B – FINANCIAL OFFER / EVALUATION

**Offerors must submit their financial offer using the financial evaluation tables B.1.1 through B.1.5 provided in this Appendix.**

**Offers must submit firm prices and/or rates for each period of the Standing Offer (Year 1, Year 2, and Year 3).**

**A financial offer presented using a format other than specified in this Appendix will be declared non-responsive.**

**A financial offer addressing only a portion of the services listed in each financial evaluation table will be declared non-responsive.**

\_\_\_ B.1.1 - Firm Call-out rates during regular operating hours

\_\_\_ B.1.2 - Firm Call-out rates outside regular operating hours

\_\_\_ B.1.3 - Firm Hourly Labour Rates (Productive labour) (during regular operating hours and outside regular operating hours)

\_\_\_ B.1.4 - Firm Hourly Rates for Specialized Equipment

\_\_\_ B.1.5 - Firm Mark-up Rates on Landscaping Materials and rental of other specialized equipment

\_\_\_ B.1.6 - Evaluated Price of the Offer

Remark: Offerors are not required to complete the Extended Total column for their financial offer to be given further consideration. This calculation is only provided in support of the financial evaluation process detailed in section B.1.6 of this Annex.

<b>TABLE B.1.1 - LANDSCAPING SERVICES - FIRM ALL-INCLUSIVE CALL-OUT RATES (DIRECT RETURN TRIP) DURING REGULAR HOURS - DO NOT INCLUDE DIRECT PRODUCTIVE LABOUR - exclusive of Applicable Taxes</b> <b>** If call out rates do not apply, please fill in as zero dollar "\$0" or as No Charge "N/C"</b>					
CALL OUT (C/O) POINTS Mon. - Fri. 0730-1630, except Sat., Sun., and Statutory Holidays	Yearly Estimated usage (number of call-outs) (A)	Firm Rate per C/O YEAR 1 From: _____ To: _____ (B)	Firm Rate per C/O YEAR 2 From: _____ To: _____ (C)	Firm Rate per C/O YEAR 3 From: _____ To: _____ (D)	Extended Total  = A*(B+C+D)
1	Albert Head	2	\$	\$	\$
2	Ashton Armouries	1	\$	\$	\$
3	Bay Street Armouries	1	\$	\$	\$
4	Belmont Park	2	\$	\$	\$
5	Colwood Supply	2	\$	\$	\$
6	Dockyard	4	\$	\$	\$
7	Heals Rifle Range	2	\$	\$	\$
8	HMCS Malahat	1	\$	\$	\$
9	Munroe Head	1	\$	\$	\$
10	Naden	2	\$	\$	\$
11	Patricia Bay	2	\$	\$	\$
12	Rocky Point	1	\$	\$	\$
13	Signal Hill	1	\$	\$	\$
14	Work Point Barracks	2	\$	\$	\$

<b>TABLE B.1.2 - LANDSCAPING SERVICES - FIRM ALL-INCLUSIVE CALL-OUT RATES (DIRECT RETURN TRIP) - OUTSIDE REG.HOURS</b>						
<b>DO NOT INCLUDE DIRECT PRODUCT LABOUR - exclusive of Applicable Taxes</b>						
<b>If call out rates do not apply, please fill in as zero dollar "\$0" or as No Charge "N/C"</b>						
<b>CALL OUT (C/O) POINTS</b> Mon. - Fri. 1631 - 0729, and Firm Rate for Sat., Sun., and Statutory Holidays	<b>Yearly Estimated usage (number of call-outs)</b> (A)	<b>Firm Rate per C/O YEAR 1</b> From: _____ To: _____ (B)	<b>Firm Rate per C/O YEAR 2</b> From: _____ To: _____ (C)	<b>Firm Rate per C/O YEAR 3</b> From: _____ To: _____ (D)	<b>Extended Total</b>  = A*(B+C+D)	
1	Albert Head	1	\$	\$	\$	\$
2	Ashton Armouries	1	\$	\$	\$	\$
3	Bay Street Armouries	1	\$	\$	\$	\$
4	Belmont Park	1	\$	\$	\$	\$
5	Colwood Supply	1	\$	\$	\$	\$
6	Dockyard	1	\$	\$	\$	\$
7	Heals Rifle Range	1	\$	\$	\$	\$
8	HMCS Malahat	1	\$	\$	\$	\$
9	Munroe Head	1	\$	\$	\$	\$
10	Naden	1	\$	\$	\$	\$
11	Patricia Bay	1	\$	\$	\$	\$
12	Rocky Point	1	\$	\$	\$	\$
13	Signal Hill	1	\$	\$	\$	\$
14	Work Point Barracks	1	\$	\$	\$	\$

**TABLE B.1.3 - LANDSCAPING SERVICES - FIRM ALL-INCLUSIVE PRODUCTIVE LABOUR RATES - FOB DESTINATION  
- ALL CALL OUT POINTS - exclusive of Applicable Taxes**

(a) Regular Operating Hours (Regular rate): MON. - FRI. 0730 - 1630 except Sat., Sun., and Statutory Holidays.  
(b) Outside Regular Operating Hours (Overtime rate): MON. - FRI. 1631 - 0729, and Firm Rate for Sat., Sun., and Statutory Holidays.

LABOUR CATEGORY	Yearly Estimated Usage (hours) (A)	Firm Hourly Rate YEAR 1 From: _____ To: _____ (B)	Firm Hourly Rate YEAR 2 From: _____ To: _____ (C)	Firm Hourly Rate YEAR 3 From: _____ To: _____ (D)	Extended Total = A*(B+C+D)
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**1. Supervisor** (Refer to Annex A for mandatory professional certifications)

(a) Regular rate	2000 hours	\$ /hr	\$ /hr	\$ /hr	\$
(b) Overtime rate	1 hour	\$ /hr	\$ /hr	\$ /hr	\$

**2. Labourer & Operator for specialized rental equipment listed in Table B.1.4**

(a) Regular rate	400 hours	\$ /hr	\$ /hr	\$ /hr	\$
(b) Overtime rate	1 hour	\$ /hr	\$ /hr	\$ /hr	\$

**TABLE B.1.4 - LANDSCAPING SERVICES - FIRM HOURLY RATES FOR SPECIALIZED EQUIPMENT  
- DOES NOT INCLUDE DIRECT PRODUCTIVE LABOUR - INCLUDES ALL OTHER COSTS  
- FOB DESTINATION ALL CALL OUT POINTS - exclusive of Applicable Taxes**

DESCRIPTION	Yearly Estimated Usage (hours) (A)	Firm Hourly Rate YEAR 1 From: _____ To: _____ (B)	Firm Hourly Rate YEAR 2 From: _____ To: _____ (C)	Firm Hourly Rate YEAR 3 From: _____ To: _____ (D)	Extended Total = A*(B+C+D)
1 Ton or 5 Yard Dump Truck	160 hours	\$ /hr	\$ /hr	\$ /hr	\$

Solicitation No. - N° de l'invitation  
W684Q-210172/A  
Client Ref. No. - N° de réf. du client  
W684Q-210172

Amd. No. - N° de la modif.  
VIC-1-44009  
File No. - N° du dossier  
VIC-1-44009

Buyer ID - Id de l'acheteur  
VIC2463  
CCC No./N° CCC - FMS No./N° VME

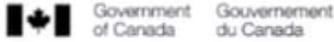
<b>TABLE B.1.5 - LANDSCAPING SERVICES - FIRM ALL INCLUSIVE MARK-UP ON LANDSCAPING MATERIALS AND RENTAL OF OTHER SPECIALIZED EQUIPMENT - FOB DESTINATION - ALL CALL OUT POINTS (exclusive of Applicable Taxes)</b>			
Estimated Yearly Usage (\$CAD)	Firm Mark-up YEAR 1 From: _____ To: _____ (B)	Firm Mark-up YEAR 2 From: _____ To: _____ (C)	Firm Mark-up YEAR 3 From: _____ To: _____ (D)
\$15,000.00		+ _____%	+ _____%
			=A*3*(1+BCD)**

\*\*Example: If BCD mark-up offered is 10%, then the Extended Total is \$15,000 \* 3 \* (1+0.10) = \$49,500

<b>TABLE B.1.6 - EVALUATED PRICE OF THE OFFER</b>				
A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated total bid price will be recommended for award of a contract.				
<b>**Offerors are not required to complete this table to be given further consideration**</b>				
DESCRIPTION	YEAR 1 (A)	YEAR 2 (B)	YEAR 3 (C)	Extended Total = A+B+C
CALL OUT COSTS - REGULAR TIME (per Table B.1.1)	\$	\$	\$	\$
CALL OUT COSTS - OVERTIME (per Table B.1.2)	\$	\$	\$	\$
PRODUCTIVE LABOUR COSTS - REGULAR TIME & OVERTIME (per Table B.1.3)	\$	\$	\$	\$
COSTS FOR SPECIALIZED EQUIPMENT SUBJECT TO FIRM HOURLY RATES (per Table B.1.4)	\$	\$	\$	\$
MATERIAL COSTS AND RENTAL OF OTHER SPECIALIZED EQUIPMENT SUBJECT TO A FIRM MARK-UP (per Table B.1.5)	\$	\$	\$	\$
<b>TOTAL EVALUATED PRICE :</b>				<b>\$</b>

**ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST**

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat W684Q-210172 Security Classification / Classification de sécurité unclassified	
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>		
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
DND	ADM(E), RPOps (Pacific), CFB ESQUIMALT	
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 and irrigation system repairs at CFB Esquimalt and its area of Responsibility (ACR) including CFAD Rocky Point		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	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 / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W684Q-210172
Security Classification / Classification de sécurité unclassified

**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 / Non  Yes / 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 / Non  Yes / 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 EMBLEMES			

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?  
Ou personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

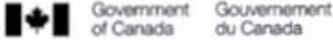
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou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

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

TBS/SC1 350-103(2004/12)

Security Classification / Classification de sécurité unclassified
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Contract Number / Numéro du contrat W684Q-210172
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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRIS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							NATO OFFUSION RESTRICTION	NATO CONFIDENTIAL	A		B	C					
Information / Assets Managements / Bases Produites																	
IT Media / Support TI																	
IT LPR / Lien Electronique																	

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 / Non  Yes / 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 / Non  Yes / 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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## ANNEX "D" - INSURANCE REQUIREMENTS

### D.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to

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agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**D.2 Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



Solicitation No. - N° de l'invitation  
W684Q-210172/A  
Client Ref. No. - N° de réf. du client  
W684Q-210172

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-1-44009

Buyer ID - Id de l'acheteur  
vic2463  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "F" – STANDING OFFER USAGE REPORTING FORMAT**

**TO:** Hélène Kobenter  
Standing Offer Authority  
Public Services and Procurement Canada  
401 - 1230 Government Street  
Victoria, BC V8W 3X4  
Canada  
Telephone: 250-508-7491  
Email: [helene.kobenter@pwgsc-tpsgc.gc.ca](mailto:helene.kobenter@pwgsc-tpsgc.gc.ca)

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Email \_\_\_\_\_

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

<b>STANDING OFFER No.</b> _____			
<b>REPORTING PERIOD:</b> From _____ to _____ (Year ____ Quarter ____)			
Call up #	Date	Short Description of Services provided + Site location*	Total Amount Invoiced for the Reporting Period (Before Applicable Taxes)
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>			\$
<b>+ (B) Total from previous reporting periods:</b>			\$
<b>= Total Expended to date</b>			\$

<b>Total call-ups processed for this reporting period</b>	
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**\*Please include copy of call-ups and related invoices with your report.  
Refer to section 7.3.2 for detail of minimum reporting requirements**

Name and title of person authorized to sign on behalf of Offeror/Contractor (type or print)

Solicitation No. - N° de l'invitation  
W684Q-210172/A  
Client Ref. No. - N° de réf. du client  
W684Q-210172

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-1-44009

Buyer ID - Id de l'acheteur  
vic2463  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "G" to PART 3 OF THE REQUEST FOR STANDING OFFERS  
ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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)