

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
#910, 410-22nd Street East
Saskatoon
Sask.
S7K 5T6
Bid Fax: (306) 975-5397

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Offer remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'offre demeurent
les mêmes.

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services
Canada/Réception des soumissions Travaux publics et
Services gouvernementaux Canada
#910, 410 - 22nd Street East
Saskatoon
Sask.
S7K 5T6

Title - Sujet Weed Control - Suffield, AB		
Solicitation No. - N° de l'invitation W0142-13C042/A		Date 2013-06-18
Client Reference No. - N° de référence du client W0142-13C042		Amendment No. - N° modif. 001
File No. - N° de dossier STN-2-35069 (197)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$STN-197-4618		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2013-05-28
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-29		Time Zone Fuseau horaire Central Standard Time CST
Address Enquiries to: - Adresser toutes questions à: Holt, Judy		Buyer Id - Id de l'acheteur stn197
Telephone No. - N° de téléphone (306) 975-4051 ()		FAX No. - N° de FAX (306) 975-5397
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and any other annexes.

2. Summary

The Department of National Defence, CFB Suffield has a requirement for the supply of all labour, material, equipment and supervision necessary to provide Weed Control services from 1 September 2013 – 31 August 2014 with three additional one year option periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders"

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site."

Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

3. Security Requirement

There is a security requirement 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.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

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 (2013-03-21) 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: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0222T Evaluation of Price

2013-04-25

M0019T Firm Price and/or Rates

2007-05-25

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Former Public Servant**Former Public Servant - Competitive Requirements**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act , R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one hard copy)
Section II: Financial Offer (one hard copy)
Section III: Certifications (one hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The lowest evaluated prices will be calculated as follows:

The following calculation will be completed for each of the years of the requirement – Year One, up to and including Option Year Three

The price quoted for 1.1.a multiplied by 4
 Plus the price quoted for 1.1.b multiplied by 1;
 Plus the price quoted for 1.2.1.a multiplied by its estimated quantity;
 Plus the price quoted for 1.2.1.b multiplied by its estimated quantity;
 Plus the price quoted for 1.2.2.a multiplied by its estimated quantity;
 Plus the price quoted for 1.2.2.b multiplied by its estimated quantity;

The resulting aggregate will be used to determine the lowest evaluated price as follows:

$(1.1.a \times 4) + (1.1.b \times 1) + (1.2.1.a \times 5,000) + (1.2.1.b \times 5,000) + (1.2.2.a \times 500,000) + (1.2.2.b \times 50,000) = \text{Lowest evaluated price}$

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications -Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will 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.

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a. ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ☐ is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

1.1 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 site(s) must meet the security requirement 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 consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

2. Security Requirement

2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive work sites must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
- (b) Industrial Security Manual (latest edition).

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.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from 1 September 2013 to 31 August 2014 inclusive.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one year periods, from 1 September 2014 to 31 August 2015, 1 September 2015 to 31 August 2016 and 1 September 2016 to 31 August 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Judy Holt

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

910-410 22nd St E

Saskatoon, SK

S7K 5T6

Telephone: 306 975 4051

Facsimile: 306 975 5397

E-mail address: *judy.holt@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.

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.

5.3 Offeror's Representative

Name: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive

disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *To be determined*

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000 (Applicable Taxes included).

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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) Annex E, Security Requirements Check List;
- j) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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 Alberta.

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013-04-25), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

See Annex B - Basis of Payment

5.2 Limitation of Price

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

5.3 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5.4 SACC Manual Clauses

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

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

5.5 Payment by Credit Card

To be determined

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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Insurance Requirements

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

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" REQUIREMENT

The Department of National Defence, CFB Suffield has a requirement for the supply of all labour, material, equipment and supervision necessary to provide Weed Control services from 1 September 2013 – 31 August 2014 with three additional one year option periods.

Call-up procedures

In order to fulfill a call-up proof of the pesticide Chemical Applicator License under the Alberta Environmental Protection and Enhancement Act must be provided for at least one personnel carrying out the work.

Statement of Work

1. Title:

Chemical Control for Invasive Vegetation at Canadian Forces Base (CFB) Suffield

2. Objective:

a. The objectives of this weed control project are:

- a. to protect ecosystem functions and biodiversity by preventing the continued spread of non-native noxious/ prohibited noxious and invasive plant species including but not limited to; Leafy Spurge, Crested Wheat Grass, Baby's Breath, Cocklebur, Artemisia Wormwood, and Canada Thistle, Brome Spp., Pioneer Spp.;
- b. prevent the spread of non-native plants;
- c. eradicate new invaders before they become established; and
- d. control known infestations.

3. Scope of Work:

General

Weed control activities for inhibiting the propagation and spread of plants listed under the Alberta *Weed Control Act* shall be conducted in a manner that prevents damage to native and desirable plants Chemical control shall occur under the supervision of a technician certified (Pesticide Chemical Applicator) under the *Alberta Environmental Protection and Enhancement Act* proof must be supplied on arrival and on demand.

Work under this Standing Offer Agreement covers the application of selective and non-selective herbicides for chemical vegetation control at CFB Suffield, including the Experimental Proving Grounds (EPG) Area, Military Training Area (MTA), and the National Wildlife Area (NWA).

The Offeror must provide an all-inclusive service (including but not limited to all labour, materials, equipment, supervision), as required to manage the eradication and control of the Noxious, and Prohibited Noxious weeds within the areas mentioned above (or as indicated on the Standing Offer Call-up), in accordance with the safety and environment procedures set out in this document and in provincial and federal legislation.

Scheduling

Reach mutual agreement with the Technical Authority (TA) on work schedule. Arrange with the TA to facilitate execution of work. Notify the TA approximately 48 hours prior to commencement of work.

Spraying

No plants (except those listed under the Alberta *Weed Control Act* and identified undesirable species selected for control), soil, animals, plant or animal parts, or archaeological, paleontological, cultural, or heritage material may be captured, handled, disturbed, destroyed, or removed from the range.

While working in the MTA and EPG, weed control activities for inhibiting the propagation and spread of plants listed under the Alberta *Weed Control Act* must be conducted in a manner that prevents damage to non-listed plants.

While working in the NWA, a permit (to access the NWA), must be retained on Contractors person at all times. This permit will be acquired and provided by DND upon SOA issuance. The Offeror must only conduct chemical application for vegetation control on pre-arranged sites as outlined in the Call-up. Weed control activities for inhibiting the propagation and spread of plants listed under the Alberta *Weed Control Act* must be conducted in a manner that prevents damage to non-listed plants. **No chemical with a residual longer than 12 months may be used in the National Wildlife Area.**

Work carried out in the NWA must be carried out in accordance with this statement of work and the terms of the NWA access permit (terms of the permit are *to be provided to successful Offeror after SOA award*).

All herbicide selection must be approved by the Technical Authority prior to work being undertaken in accordance with each call-up.

Client's expectation is that 100% of the weeds identified on a given call-up are sprayed. Offeror personnel are required to do their due diligence in locating and spraying all of the weeds identified.

Offeror personnel may mark the areas to be sprayed using stakes but these stakes must be removed when the work is completed. No paint on the ground or vegetation is permitted; any dyes mixed into the spray mixture must be approved by the TA prior to use.

There is Government supplied water source on the base at no cost to the contractor. Access to the water source will be coordinated post contract award.

4. Meetings/Visits:

Mtg 1 (ongoing). The TA and Offeror will review the requirement following acceptance of a call-up via a telephone call or, if required, an on-site meeting, prior to the commencement of any work.

Mtg 2 (ongoing). The TA will visit sites for vegetation control from time to time for quality assurance. The work will be monitored regularly for adherence to the work plan and to approve any modifications which may be required.

Mtg 3 once the weeds are sprayed and the actual work is complete for each individual call-up, the Offeror must notify the Technical Authority. The TA will then visit the sites within 48 hours of notice to inspect the areas to confirm that all areas identified for that specific call-up have been sprayed.

5. Reports and Deliverables:

A copy of the documentation listed below shall be submitted by the Offeror to the TA no later than thirty (30) calendar days after confirmation that all areas identified for that specific call-up have been sprayed.

- a. All Pesticide Application Forms for each call-up; and
- b. All the Material Safety Data Sheets (MSDS) and pesticide labels for each call-up.

The documentation will be reviewed by the TA for content/ acceptance and if found deficient, the TA will provide feedback. This may require resubmission of the report within an additional thirty (30) calendar days.

6. Documents:

While on site, Offeror personnel must maintain copies of each of the following documents:

a. Provided by Technical Authority

- i. Map of the Range with locations of, Noxious, and Prohibited Noxious Weeds identified to be controlled and destroyed respectively, at time of call-up, per call-up.
- ii. Range Safety Brief and a Range Access Permit, which includes a list of Range Safety Procedures, emergency phone numbers and a range map.
- iii. National Wildlife Area Permit
- iv. Request for Quote
- v. Communication device (radio), to be supplied by Range Control which must be returned at the end of every work-day unless otherwise agreed upon.
- vi. Copies of the pesticide application form *provided by CFB Suffield to the successful Offeror after SOA award.*

b. Offeror to supply during work at CFB Suffield

- i. When accessing CFB Suffield the Offeror must have a copy of the SOA and the call-up;
- ii. Reference pictures and materials to help identify targeted weed species; identified by the TA;
- iii. List of pre-approved weed management procedures and chemicals;
- iv. Copy of the Spill Control Plan;
- v. Approved work schedule;
- vi. Approved Environmental Protection Plan (see Additional Information Section, Para 4 Environmental Protection);
- vii. MSDS and Labels for products being used;
- viii. Cell phone as an alternate means of communication;¹
- ix. Proof of certification of Pesticide Chemical Applicator License under the *Alberta Environmental Protection and Enhancement Act* for a minimum of one person on-site. *Proof required to be provided by Offeror prior to Standing Offer award.*
- x. Proof of a Pesticide Service Registration License under the *Alberta Environmental Protection and Enhancement Act*. *Proof required to be provided by Offeror prior to Standing Offer award.*

7. Legislation

Offeror and all personnel must conduct all work in accordance with applicable federal, provincial, national fire, occupational health and safety, and labour codes. Where a conflict arises between federal and provincial codes, the most stringent will apply

¹ Any associated costs will not be reimbursed. Some work areas will be isolated and out of normal mobile coverage. The Contractor may be required to seek higher ground in order to use a mobile device.

Legislative requirements exist to protect the environment, personnel, and to ensure the safe use of pesticides. The Offeror must understand their responsibilities and obligations defined by law. Legislation that applies to pesticide application includes, but is not limited to:

a. Federal legislation

- i. *Pest Control Products Act (PCP Act)*
- ii. *Food & Drug Act and Regulations*
- iii. *Migratory Birds Convention Act*
- iv. *Fisheries Act*
- v. *Species at Risk Act (SARA)*
- vi. *Transportation of Dangerous Goods Act (TDG)*
- vii. *Canadian Environmental Protection Act (CEPA)*

b. Provincial legislation

- i. *Environmental Protection and Enhancement Act (EPEA.)*
- ii. *Occupational Health and Safety Act (O H & S)*
- iii. *Workplace Hazardous Materials Information System (WHIMIS)*
- iv. *Weed Control Act*
- v. *Agricultural Pests Act*

c. Base policies

- i. Range Standing Orders (RSO), (A Paper copy will be available at Range Control).

Additional Information

1. Security

a. There is a security requirement with this statement of work. All Contractors and their sub contractors must possess at least a PWGSC reliability clearance for unescorted access to CFB Suffield as at 01 April 2013 pursuant to Treasury Board of Canada Secretariat policy <http://publiservice.tbs-sct.gc.ca/sim-gsi/publications/spin-amps/2008/2008-03-spin-eng.asp>.

b. The Contractor and their sub contractors (if applicable) will require being Controlled Good Certified before any services can be delivered into the range areas. Military radios issued to contractor employees for range safety are considered controlled goods. The Contractor may apply for CG certification through the Controlled Goods Directorate at <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/form/inscrptn-rgstrtn/dmnd-applctn-eng.html>.

Proof of Controlled Goods certification required to be provided by Offeror prior to Standing Offer award.

2. Special Requirements:

- a. The Offeror must have self recovery capability for all vehicles. If the contractor requires towing, the company providing the service must be certified to work on the range.
- b. In addition the Offeror must provide a GPS for use by their personnel and ensure that they are trained in map interpretation. Ensure each site is GPS marked/ recorded to allow easier and correct quality control checks by the TA.

3. Health and Safety

-
- a. The Offeror must provide, implement, and monitor a Health and Safety program for personnel; this program shall be in place prior to the commencement of any work.
 - b. The Health and Safety program must contain at least the following:
 - c. Determination of work procedures and proper use of equipment and material necessary to the health and safety of the personnel. (Proper training with the chemicals being used, i.e. use of respirator etc. where applicable).
 - d. In order to protect the public and other base users the Offeror must secure and restrict access to work areas, including posting warning signs and notifying Range Control or the TA of the locations upon daily return of the radios.
 - e. The Offeror must ensure that all personnel and any other individual granted access to the work areas is informed of hazards associated with the site and work conditions.
 - f. Minimum acceptable Personal Protective Equipment standards must be followed.

4. Fire Safety

Reporting a Fire:

- a. The Offeror must identify the location of the best cellular reception in the work area prior to starting the work, in accordance with the range briefing that will be given
- b. The Offeror personnel must immediately report all Fire Incidents to the Range Control and give the location of fire (no less than a 6 digit grid reference).
- c. The Offeror must provide standard first aid equipment and a fire extinguisher for each area of work.

5. Environmental Protection

The Offeror must provide an Environmental Protection Plan that must be approved by the TA *prior to the commencement of any work* to ensure that work does not adversely affect adjacent soils, groundwater, and wildlife, or contribute to excess air and noise pollution prior to commencement of work.

The Environmental Protection Plan must include:

- a. Spill clean up equipment (in clean working condition) at the storage, mixing and application sites must include at least the following:
 - i. Applicable Personal Protective Equipment (PPE);
 - ii. Sufficient volumes of adsorbent material for all chemicals used;
 - iii. Sufficient volumes of neutralizing material for all chemicals used;
 - iv. Long handled broom (dry formulations only);
 - v. Shovel;
 - vi. Waste container(s) with a tight fitting lid; and
 - vii. Blank labels for waste containers (to be filled out when container is used).

The Offeror must ensure that at least one person on-site is trained and/or certified in spill response procedures (i.e. Certified Pesticide Applicator).

- b. Spill clean up procedures include at least the following:

- i. Isolate the affected area;
- ii. Change into PPE;
- iii. Determine wind direction and work upwind;
- iv. Stop further leaking;
- v. Contain the spill;
- vi. Report the spill;
 - a. All spills must be reported without delay to the proper authorities (Alberta Environment, Range Control and the TA).
- vii. Clean up the spill;
- viii. Decontaminate the spill area;
- ix. Disposal of the waste material; and
- x. Reclamation
 - a. Any soil or vegetation disturbance caused by the Offeror shall be reclaimed after written authorization from the Permitter. All reclamation costs shall borne by the Offeror

c. A list of all potentially harmful substances

- i. Proposed chemicals;
- ii Hydrocarbons; and
- iii. Any other harmful substances such as lubricants etc.

d. Emergency Response Plan must include at least:

- i. Procedures for fire, explosions, gas or other release, spills, serious injury, natural disasters, human threats, and transportation accidents;
- ii. A plan to prevent pesticide contaminating a body of water/well,
- iii. Product MSDS's, labels and pesticide manufactures phone number;
- iv. The ability to contact Range Control in the event of an emergency or 403-544-4991 and
- v. Any other applicable information that will
 - prevent a major disaster from occurring;
 - protect individuals and the environment; and
 - limit risk

In the event of an emergency while conducting work at CFB Suffield, the Offeror is permitted to conduct any activities necessary to mitigate immediate threats to human life and/or the environment. Such emergencies must be reported to the TA, and will be followed by an investigation and follow-up reports that will be submitted to the Permiter (CFB Suffield)in accordance with a reporting schedule subsequently established and agreed to between the Permit Holder and the Permiter (see conditions of NWA Access Permit – Annex "D").

e. Fuelling procedures/ Mixing Chemicals

- i. Fuelling of equipment is permitted but must be done with the use of a drip pan or secondary containment that has a volume greater than the maximum volume being transferred.

f. Erosion control

- i. The Offeror's vehicles must stay on roadways or designated trails;
- ii. As applicable, prevent damage to vegetation;
- iii. Following each pesticide application, any disturbed soil must be packed down to reduce wind and water erosion;
- iv. If any disturbance occurs the Offeror must record the disturbance on the Pesticide Application Form and repair the damage, at the Offeror's own cost, under the direction of the TA.

g. Waste disposal

- i. Burning of waste or materials is not permitted at CFB Suffield;
- ii. Waste must not be buried at CFB Suffield;
- iii. Waste or potentially harmful substances must not be disposed of into watercourses;
- iv. Ensure proper disposal procedures are maintained throughout the SOA and ensure disposal records are retained.

The Offeror must ensure the work area(s) at the end of each working day are in the condition in which it was found.

6. Range Access:

The Offeror and personnel conducting work on DND land must schedule and receive a range safety brief and sign a range safety waiver prior to the commencement of any work.

Offeror must confirm access 24 hours prior to carrying out any work by contacting CFB Suffield Range Control at 403-544-4011 ext 4310 to ensure site access is possible.

Offeror personnel are required to check in with range control to ensure route safety and to pick up radios **DAILY**

All routes **MUST** be cleared through Range Control **BEFORE** any movement begins. Once route clearance has been given, no deviation is permitted unless the new route has been cleared through the same control office.

7. Washing Procedures

All equipment entering or moving on the Base or Range and Training Area, must be free of any potentially contaminated soil and or possible invasive seeds. Therefore all equipment brought onto this facility is to be cleaned prior to entering the Base or Range and Training Area;

- a. All equipment and footwear must be washed before moving to a new site as per the EPEA
- b. The Offeror must protect the surrounding environment during the cleaning of equipment by:
 - i. All cleaning or washing must occur in a self-contained unit;
 - ii. All contaminated water must be contained in a spill-proof container until removed off of CFB Suffield and disposed of appropriately by the Offeror²;
 - iii. It is the Offeror's responsibility to prevent water containing suspended materials from entering watercourses, storm or sanitary sewers or onto adjacent properties; and
 - iv. Washing must occur on level ground and no closer than 100m to any body of water or watercourses.
- c. The Offeror must ensure proper disposal procedures are followed and maintained IAW AEPEA throughout the period of the SOA;
- d. The Offeror must supply all paraphernalia necessary to clean or wash work equipment and footwear; and

² This must be completed at cost to the Contractor.

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- e. Washing Procedures Plan must be reviewed and approved by the TA prior to the commencement of any work.

ANNEX "B"

BASIS OF PAYMENT

*Prices quoted herein must be exclusive of GST, firm and all-inclusive.
If applicable, GST is to be added as a separate line item on the invoice.*

1. Year One - 1 September 2013 - 31 August 2014

1.1 Travel Time

Licensed Applicator, Assistant and non-certified Applicator per round trip to CFB Suffield.

1.1.a During Regular Work Week (Monday through Friday):

\$/Trip

1.1.b Outside of Regular Work Week (Weekends and Federal Holidays):

\$/Trip

1.2 Labour and Application

Description	Est. Quantity	Price per Unit
1.2.1 <u>Total Vegetation Control</u> ("Round-up" or equivalent)		
a. Hand application	5,000 m ²	\$/ m ²
b. Boom application	5,000 m ²	\$/ m ²
1.2.2 <u>Broad Leaf Weed Control</u>		
a. Hand application	500,000 m ²	\$/ m ²
b. Boom application	50,000 m ²	\$/ m ²

2. Option Year One - 1 September 2014 - 31 August 2015

1.1 Travel Time

Licensed Applicator, Assistant and non-certified Applicator per round trip to CFB Suffield.

1.1.a During Regular Work Week (Monday through Friday):

\$_____/Trip

1.1.b Outside of Regular Work Week (Weekends and Federal Holidays):

\$_____/Trip

1.2 Labour and Application

Description	Est. Quantity	Price per Unit
1.2.1 <u>Total Vegetation Control</u> ("Round-up" or equivalent)		
a. Hand application	5,000 m ²	\$_____/ m ²
b. Boom application	5,000 m ²	\$_____/ m ²
1.2.2 <u>Broad Leaf Weed Control</u>		
a. Hand application	500,000 m ²	\$_____/ m ²
b. Boom application	50,000 m ²	\$_____/ m ²

3. Option Year Two - 1 September 2015 - 31 August 2016

1.1 Travel Time

Licensed Applicator, Assistant and non-certified Applicator per round trip to CFB Suffield.

1.1.a During Regular Work Week (Monday through Friday):

\$_____/Trip

1.1.b Outside of Regular Work Week (Weekends and Federal Holidays):

\$_____/Trip

1.2 Labour and Application

Description	Est. Quantity	Price per Unit
1.2.1 <u>Total Vegetation Control</u> ("Round-up" or equivalent)		
a. Hand application	5,000 m ²	\$_____/ m ²
b. Boom application	5,000 m ²	\$_____/ m ²
1.2.2 <u>Broad Leaf Weed Control</u>		
a. Hand application	500,000 m ²	\$_____/ m ²
b. Boom application	50,000 m ²	\$_____/ m ²

4. Option Year Three - 1 September 2016 - 31 August 2017

1.1 Travel Time

Licensed Applicator, Assistant and non-certified Applicator per round trip to CFB Suffield.

1.1.a During Regular Work Week (Monday through Friday):

\$_____/Trip

1.1.b Outside of Regular Work Week (Weekends and Federal Holidays):

\$_____/Trip

1.2 Labour and Application

Description	Est. Quantity	Price per Unit
1.2.1 <u>Total Vegetation Control</u> ("Round-up" or equivalent)		
a. Hand application	5,000 m ²	\$_____/ m ²
b. Boom application	5,000 m ²	\$_____/ m ²
1.2.2 <u>Broad Leaf Weed Control</u>		
a. Hand application	500,000 m ²	\$_____/ m ²
b. Boom application	50,000 m ²	\$_____/ m ²

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5. Additional Billing Instructions

Contractor may submit invoices or electronically at the following address post (do one or the other but not both):

Mail:

Base Commander

CFB suffield

PO Box 6000 Stn Main

Attn: Invoice Accounts

Medicine Hat, AB

T1A 8K8

or

E-mail to:

Invoices@intern.mil.ca

ANNEX C INSURANCE REQUIREMENTS

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract

2. Environmental Impairment Liability Insurance

-
1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
 2. 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.
 3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. 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 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.

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ANNEX "D" STANDING OFFER USAGE REPORTS

Return to:

Public Works and Government Services Canada

Facsimile: (306) 780-5601

Email: WST-PA-SK@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE

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ANNEX "E"
SECURITY REQUIREMENTS CHECK LIST
(Attached as pdf)



2105-5-12-319 (Industrial Security)

18 July, 2012

Bernd Trommeshauser
G4 Procurement Officer
CFB Suffield
PO Box 6000 Stn Forces
Medicine Hat, AB
T1A 8K8

SECURITY REQUIREMENTS CHECK LIST (SRCL)
FOR CD W014213C042

References: A. SRCL W014213C042, 03 Jul, 2012
B. Defence Security Manual, Part 8, Chapter 2

1. The SRCL at ref A has been reviewed, and the applicable departmental security guide has been attached. The guide outlines the appropriate departmental security instructions necessary for the protection of CLASSIFIED/PROTECTED information/asset that is related to this contract.
2. The original SRCL must be attached as ANNEX A to the contract. On page one, paragraph one of the contract documents; reference is to be made to the SRCL.
3. The subject SRCL has been forwarded to Canadian Industrial Security Division of Public Works and Government Services Canada (PWGSC/CISD) in Ottawa, Ontario, and a copy has been enclosed for your retention.
4. Additional inquiries concerning the security guide attached to this SRCL may be directed to my Contract Security Analyst, Devin Heggison, at (613) 949-1046.

Cc T. Dwyer
Major
OIC Security



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W0142-130042

Security Classification / Classification de sécurité
UNCLAS

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
DND, CFB SUFFIELD		G3 RANGE SUSTAINABILITY SECTION
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		
Weed control activities for inhibiting spread of plants listed under the Alberta Weed Control Act, shall be conducted in a manner that prevents damage to non-listed plants and accumulation of residual chemical in the soil for longer the 12 months after application. This SRCL is being submitted as the contractor requires unescorted access to a Controlled Access Zone/Area.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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 checked="" 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 checked="" 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLAS

Canada



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : This SRCL is being submitted as the contractor requires unescorted access to a Controlled Access Zone/Area.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui



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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				CONSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets																
Recherchages / Biens																
Production																
IT Media /																
Support TI																
IT Link /																
Lien électronique																

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

☒ 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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UNCLAS

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Brian Talty

Title - Titre

D RTM O

Signature

Telephone No. - N° de téléphone
403-544-4011 ext 5415

Facsimile No. - N° de télécopieur
403-544-4345

E-mail address - Adresse courriel
Brian.Talty2@forces.gc.ca

Date
03 Jul 12

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Devin Heggison

Title - Titre

Contract Security Officer

Signature

Devin Heggison

Telephone No. - N° de téléphone
613-949-1046

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
devin.heggison@forces.gc.ca

Date
18 Jul, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

UNCLASSIFIED

NOTE: THIS IS A GUIDE ONLY. ONLY PWGSC/CISD SECURITY CLAUSES INCORPORATED INTO THE CONTRACT ARE CONSIDERED LEGALLY BINDING. THIS GUIDE IS FOR THE USE OF THE DND PROJECT/TECHNICAL/SCIENTIFIC AUTHORITY AND PWGSC/CISD. IT SHOULD NOT FORM PART OF THE CONTRACTUAL DOCUMENTATION TO BE DELIVERED TO THE CONTRACTOR.

Security Guide To W014213C042

- Personnel working on this procurement require, as a minimum, a **RELIABILITY STATUS** before access to a secure site is granted. Contractor personnel working on DND sites shall abide by the National Defence Security Policy (NDSP) and the National Defence Security Instructions (NDSI) as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- Prior to allowing unescorted access to secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the International Industrial Security Division (IISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.
- At no time will the contractor personnel be allowed to have any access to CLASSIFIED/PROTECTED data/documentation/systems and assets.
- Subcontracts containing security requirements are prohibited without the prior written authority of CISD/PWGSC.

DND Personnel:

The DND Contract Security Officer Dir Police and Security – Industrial Security, is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign Suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA), and shall adhere to instructions issued by their responsible NSA/DSA.

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