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Brush Cleaning

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 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 and any other annexes.

2. Summary

The Department of National Defence, 4 Wing Cold Lake, Cold Lake, Alberta has a requirement for a Regional Individual Standing Offer Agreement (SOA) for the supply of all labour, materials, tools, equipment, transportation and supervision necessary to provide timber and brush clearing services located at 4 Wing Cold Lake and Primrose Lake Evaluation Range (PLER), on an "as required" basis. Work under this SOA consists of varying degrees of timber and brush clearing. Harvested timber and vegetation will remain on site in a location determined by the Project Authority (PA).

This SOA is for the period of 2 years from the date of Standing Offer Issuance.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website. In addition, bidders must provide a list of names of their current Board of Directors upon bid submittal.

For services requirements, Bidders 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 bid solicitation.

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

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security 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) (<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 (2014-03-01) 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 (2014-03-01), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and eighty (180) days

1.1 SACC Manual Clauses

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

1. 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

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.

3.1 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.

3.2 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](#).

3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

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

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4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

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 (2 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Ability to perform the full scope of the work described in Annex "A" Statement of Work.

1.2 Financial Evaluation

1.2.1 The total assessed offer price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) For item 01, the unit prices will be multiplied by the estimated annual usage for each of the two years in the Basis of Payment, Annex "B".
- (b) For item 02, a, b, c, i-vi inclusive, the unit prices will be multiplied by the estimated annual usage for each of the two years in the Basis of Payment, Annex "B".
- (c) For item 03, a-c inclusive, the unit prices will be multiplied by the estimated annual usage for each of the two years in the Basis of Payment, Annex "B".
- (d) For item 04, a-c inclusive, the unit prices will be multiplied by the estimated annual usage for each of the two years in the Basis of Payment, Annex "B".
- (e) For item 05, the unit prices will be multiplied by the estimated annual usage for each of the two years in the Basis of Payment, Annex "B".
- (f) For item 06, the unit percentages will be multiplied by the estimated annual usage cost for each of the two years in the Basis of Payment, Annex "B".
- (g) The results of the calculations in (a), (b), (c), (d), (e) and (f) above will be added together to obtain the total assessed offer price.

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price.

2. Basis of Selection

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

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PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

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.

PART 6 – SECURITY 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;

1.2 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.

1.3 For additional information on security requirements, offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. 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

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

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

1.1.1 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).

1.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

1.1.3 Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without **an escort**.

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

1.1.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
- (b) Industrial Security Manual (Latest Edition).

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 (2014-03-01) 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 "E". 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.

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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 fifteen (15) 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 two (2) years from Standing Offer issuance.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nicole Kern
Title: Student Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 5th floor, Telus Plaza North,
10025 Jasper Ave, Edmonton, AB T5J1S6

Telephone: (780) 497-3649
Facsimile: (780) 497-3510
E-mail address: Nicole.Kern@pwgsc.gc.ca

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

5.2 Project Authority (To be filled in at Standing Offer Issuance)

The Project Authority for the Standing Offer is:

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

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

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

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5.3 Offeror's Representative

(To be filled in by Offeror)

Name: _____
Title: _____
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: Department of National Defence, Cold Lake, Alberta.

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.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$80,000.00 (Applicable Taxes included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$___ (to be determined at standing offer issuance)___ unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2014-03-01), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;

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- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Usage Report
- j) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

14. SACC Manual Clauses

SACC Manual clause M3800C (2006-08-15), Estimates.

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. Statement of Work

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 (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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 – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, and profit as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$____(as per the call-up document)____. Customs duties are included and Applicable Taxes are extra.

5.2 Limitation of Expenditure

5.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$____(as per the call-up document)____. Customs duties are included and Applicable Taxes are extra.

5.2.2 No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 5.2.3** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Single Payment

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

5.4 Monthly Payment

SACC Manual clause H1000C (2008-05-12), Monthly Payment

5.5 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0705C (2010-01-11), Discretionary Audit
C0710C (2007-11-30), Time and Contract Price Verification

6. Invoicing Instructions

- 6.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- 6.2** 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 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

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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.

8. SACC Manual Clauses

A9006C (2012-07-16), Defence Contract
A9039C (2008-05-12), Salvage
A9062C (2011-05-16), Canadian Forces Site Regulations
B1501C (2006-06-16), Electrical Equipment

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ANNEX "A"

STATEMENT OF WORK

**DEPARTMENT OF NATIONAL DEFENCE
4 WING COLD LAKE**

WING CONSTRUCTION ENGINEERING

**STATEMENT OF WORK
FOR**

TIMBER AND BRUSH CLEANING

**CFB COLD LAKE
ALBERTA, T9M 2C6**



Requisition Number: W0134-14-CYLQ
Contract Card: BRUSHLQ

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Description of Work

1. The Department of National Defence, 4 Wing Cold Lake, Cold Lake, Alberta has a requirement for a Regional Individual Standing Offer Agreement (SOA) for the supply of all labour, materials, tools, equipment, transportation and supervision necessary to provide timber and brush clearing services located at 4 Wing Cold Lake and Primrose Lake Evaluation Range (PLER), on an "as required" basis.

Volume and type of clearing to be performed per call-up will be provided by the Project Authority to ensure proper equipment is mobilized. A Safety Watch vehicle will not be required during the mobilization and demobilization of the Call-Up Against a Standing Offer (call-up), it will be required during operation of the mulchers, tracked dozer and skid steer. Site visits prior to a call-up being issued will only be authorized by the Project Authority if required for quoting purposes. The time periods of call-ups typically are between one to three weeks to complete, depending on the amount of brush to be cleared.

Work Environment

2. Work under this SOA consists of varying degrees of timber and brush clearing. Harvested timber and vegetation will remain on site with location dictated by the Project Authority (PA).

The areas in which clearing operations are to take place are very diverse;

- a. Areas that have been previously cleared, and have various amounts of re-growth;
- b. Areas with mature (Merchantable) trees and brush; and
- c. Boggy areas that are only accessible in winter.

Worksite Safety Watch

3. The safety of the personnel working on site is the sole responsibility of the Offerer. The safety watch supervisor will be required to be on-site every time a service vehicle is required during a call-up. The on-site safety watch supervisor is responsible for ensuring safe operation of the equipment onsite as well as acting as first responder in the event of an injury.
4. Any safety watch vehicle that is required will be determined and provided by the Offerer at the time of site visit. Site visits will be required every time a service vehicle is required in a call-up.

Machinery

5. Mulchers with operator required under this SOA are to be large enough to suit the work to be done. The range of mulcher sizes acceptable under this SOA are 100 Hp, 125 Hp, 275 Hp and 400 Hp. The size of mulcher required for each call-up will be determined by the Offeror.
6. Tracked dozers with operator with straight blades or blades with teeth may be required for final ground clearance once mulching is complete. Tracked dozers supplied by the Offeror must have a minimum of 90 Hp. The use of the tracked dozer will be determined by the Offeror.
7. The skid steer provided by the Offeror must have a minimum of 100 Hp. The use of the skid steer will be determined by the Offeror.

8. All training required for the operation of any equipment or machinery is the responsibility of the Offeror. All machinery and equipment must be used only by trained operators of the machinery or equipment type being used. Keeping machinery and equipment in full operating condition during the period of this SOA is the responsibility of the Offeror.

Labour Force

9. Labourers may be required in addition to machinery operators to perform any clearing related duties and will be outlined in each call-up if required. These labourers must be trained to operate any power tools required by the offerer ie. chainsaws, shovels and pick axes and must employ the proper Personal Protective Equipment (PPE). All training and supervision of labourers is the responsibility of the Offeror. The number of labourers required during a call-up will vary given the work to be conducted.

Service Call

10. Service call rates include all mobilization and demobilization of service machines excluding safety vehicles. Service call rates DO NOT include any work involving cutting, clearing, and/or removal of brush, trees and/or vegetative growth. Service call rates are to be paid once during each call-up.

Materials

11. DND will be responsible for the replacement of the "cutting teeth" of the mulcher machinery, if required.

Definitions

12. The following definitions will be utilized with regard to the work being carried out under this SOA;
 - a. Clearing- Consists of cutting off or mulching trees, brush and vegetative growth to not more than a specified height above ground which will be specified by the Project Authority prior to mobilization, and movement of felled trees, previously uprooted trees, stumps and surface debris.
 - b. Underbrush Clearing- Consists of removal or mulching of undergrowth, deadwood and trees smaller than 100mm trunk diameter from areas of mature trees.
 - c. Selective Timber Removal- Removal of specific tree species or size.
 - d. Merchantable Tree- A tree with a stump greater than 15cm, and an 11cm top diameter at 14m in height.
 - e. Mobilization- Movement and setup of all necessary service machines from Offerors premises to a state where productive work can begin on the worksite. Safety watch vehicles are not included.
 - f. Demobilization- Take down and movement of all necessary service machines from worksite to Offerors premises. Safety watch vehicles are not included.

Permits

13. In Alberta, a Local Timber Permit (LTP) is required to harvest up to 50 cubic metres of green volume. The LTP, timber dues and reforestation levy will be provided by DND. This permit will be purchased before any work commences.

Offeror's Use of Site

14. For execution of the work only, subject to the following:
 - a. Movement around site will be subject to restrictions imposed by the Project Authority;
 - b. Do not unreasonably encumber site with materials or equipment;
 - c. Maintain work in tidy condition, free from accumulation of waste products and debris; and
 - d. Execute work with the least possible interference or disturbance to occupants and normal use of premises.

Workmanship

15. Workmanship must be of the best quality, executed by Operators and Laborers skilled and ticketed in the respective trades for which they are employed. It is the responsibility of the Offeror to supply fully licensed and accredited employees for the Work under this SOA. All related licenses, training and accreditation are the responsibility of the Offeror and proof of these credentials must be supplied to DND upon the Project Authority's request.
16. The Offeror must not employ any unfit person or anyone unskilled in their respective duties. The Work must not be performed by any person who, in the opinion of the Project Authority, is contributing to potential hazards, and/or acting in a way that endangers other people or property; the Project Authority reserves the right to dismiss these workers from the site.
17. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority, whose decision is final.

Hazardous Spill Management and Prevention

18. Offerors are responsible for the immediate reporting and initial remediation actions of all hazardous material spills under 4 litres (A spill is the intentional or unintentional deposit, discharge, dump, emission, emptying, injecting, leaking, pouring, placing, releasing, seeping, or spraying of a hazardous material into the environment.) Offerors are responsible for the immediate reporting all hazardous materials spills over 4 litres and are not permitted to clean up the spill.
19. Any spills discovered by the Offeror but not created by the Offeror must be immediately reported but not cleaned up by the Offeror.
20. Upon discovery of a spill, the Offeror must report to the Wing Fire Hall and ensure it is notified followed by the applicable PA.
21. Offerors must ensure a proper spill containment kit is on site at all times. This kit must include material required for the initial clean up in the event of a hazardous material spill, (absorbent pads, oil dry, and containment dikes).
22. Offerors must ensure all tools / equipment and vehicles are free of leaks which would result in a spill or discharge of hazardous material.

Non Compliance with DND Regulations

23. In the event contract personnel are found to be in non compliance with the health and safety regulations while on DND property, the following action will be taken by the Wing General Safety Officer and/or designated DND officials:
 - a. **FIRST INCIDENT:** supervisor will be told to remove person from DND property until the next work day; and
 - b. **SECOND INCIDENT:** person will no longer be permitted on DND property for the duration of that project.
24. The incidents above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non compliance with the health and safety regulations by the same individual.
25. In circumstances where repetitions of incidents indicate lack of adherence to the health and safety regulations by the supervisor, the Offeror will be instructed to remove the supervisor from the property.
26. Should the Offeror be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements contained in the Orders to Provincial Contractors Working on DND Property, the Offeror will, at his own expense, acquire and use manpower and/or equipment for the execution of the Work, as deemed to be necessary, in the opinion of the Wing Construction Engineering Officer, or his representative, to avoid delay in the final completion of the work or any operations thereof.

Operational Security

27. Work carried out within the General Restricted Area (GRA) is subject to special and unique security regulations. All Offerors' employees must carry company I.D. and GRA pass. Individuals without authorized passes in their possession will not be permitted to enter the GRA. If the Project Authority requires the Offeror to work in the GRA where their Reliability clearance does not give them access, the Project Authority will attempt to provide Security Escorts.
28. The use of cell phones are restricted in the GRA;
 - a. Use of cellular phones is prohibited within Refuelling compounds; and
 - b. Cell phones will not be operated within 15 metres of an aircraft.
29. Offerors are not to take any pictures within the GRA, if required to take a picture, the Project Authority could take the picture for the Offeror. A request must be submitted to the Project Authority well in advance; this request will be considered but might not be supported due to other requirements.

Health & Safety Requirements

30. All accidents are to be reported to the Project Authority immediately.
31. All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.

32. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report it to Project Authority immediately.
33. If during execution of Work, workers uncover or disturb suspected asbestos products that are not covered in the SOA, STOP work in that area and report to Project Authority immediately.
34. Smoking is not permitted in any DND building or facility. Smoking will only be permitted utilizing designated smoking areas located in various locations throughout the Base. Smoking is not permitted in the POL Compound or around any flammable liquids.

Orientation Meeting

35. A kickoff meeting will be conducted for the Offeror and Project Authority to discuss the terms of the Standing Offer Agreement (SOA). This meeting provides both parties an opportunity to bring forward or answer all inquiries or questions. This meeting will be held prior to initial call-up to ensure there is no misunderstanding. Depending on the Standing Offer Agreement (SOA), this meeting will be conducted by teleconference before work on the first call-up is conducted. The Project Authority will contact the Offeror to arrange for this meeting as soon as possible after the issuance of the Standing Offer Agreement (SOA). The meeting is expected to last approximately one hour but may vary from this time frame.
36. The Offeror's personnel who will be working on 4 Wing must read and abide by the 4 Wing Cold Lake Fire Orders and Regulations for Offerors, which will be provided by the Project Authority during the orientation meeting or before the commencement of the work.

The Project Authority will coordinate arrangements for the Offeror to be briefed on Fire Safety at their orientation meeting before any work is commenced.
37. Offerors /visitors/subcontractors working with/supporting DND personnel will attend work-specific briefings by the Project Authority lasting approximately one (1) hour relating to health, safety, environmental and emergency response procedures. Documentation including Standing Operating Procedures (SOP's) or other procedures, and safety standards will be cited or made available to contract/visitor principals on a loan basis for reference, as applicable.
38. Observance of On-site Safety, Health and Environmental Standards on Protection of Property. The Offeror, his employees and/or subcontractors, undertakes and agrees to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.
39. The Offeror is responsible to ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on site work. A copy of the signed checklist is to be provided to the Project Authority. No payments will be issued until all documentation is in place.

Environmental Protection Procedures

40. The following are disposals regulations:
 - a. Burying of rubbish or waste materials on site is prohibited;

- b. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
 - c. Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Offeror; and
 - d. The Offeror must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.
41. Do not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.
42. Control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.
43. Do not dump excavated fill, waste material or debris in waterways.
44. The Offeror must immediately notify the Project Authority of any damage incident.

Limitations and Constraints

45. Recognizing the geographical size of the area covered by this SOA, it is imperative the Offeror provide reliable transportation means that allow its employees to move freely among the respective areas of responsibility;
46. All vehicles utilized for transporting personnel and equipment must be free of fluid leaks which would contaminate roadways and parking areas of CFB Cold Lake and the satellite locations covered under this SOA.
47. All drawings, software codes, reports, data, documents, or materials, provided to the Offeror by Canada or produced by the Offeror personnel in providing services under the SOA, remains the property of Canada and will be used solely in support of this requirement. The Offeror will be required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the PA. Such information and material must be returned to the TA upon completion of the services or when requested by the PA.

Special Procedures: Airports In Use

48. When operating within the 4 Wing areas the following restrictions apply:
- a. Do not disrupt airport business except as permitted by Project Authority;
 - b. Provide temporary protection for safe handling of public, personnel, pedestrians and vehicular traffic; and
 - c. Provide barricades and lights where directed.
49. In areas of airport not closed to aircraft traffic, the Offeror will:
- a. Obtain Project Authority's approval on scheduling of work;
 - b. Control movements of equipment and personnel as directed by Project Authority;
 - c. Obey signals and directions from escort instantly;
 - d. For all services that are required on the airfield an escort will be provided; and

- e. All personnel must be aware of Jet Blast (exhaust) from running and turning aircraft when working on the aerodrome. Jet Blast is extremely hot and forceful.

50. The Offeror must be aware of the following FOD Controls:

- a. Where travel routes cross active runways, taxiways or aircraft parking aprons, the Offeror and/or his designate must broom clean debris from area immediately;
- b. Where access routes cross active runways, taxiways or parking aprons, the Offeror and/or his designate must keep crossings free of mud and debris at all times; and
- c. FOD Control must be exercised on a continuous basis in vicinity of aircraft, runways or aprons. Control all blowing debris at all times, stop and check vehicle tires at all designated FOD Check Stop.

ANNEX "B"

BASIS OF PAYMENT

- 1) Prices are to remain firm for the duration of the Standing Offer Agreement.
- 2) Prices include all labour, materials, tools, equipment, and supervision necessary to carry out the work. No other costs will be allowed against the Standing Offer.
- 3) Service call rates include all mobilization and demobilization of service machines. Service call rates will be paid only on the initial call-out and only once during each call-up. Firm hourly rates will commence once mobilization is complete and cease once demobilization begins. Should the work carry over to subsequent days, only the firm hourly rates will apply.
- 4) Service call rates will be based on a per call basis. Service call rates commence when the Offeror leaves their own site and cease once all machinery and equipment is and is in the appropriate location under the call-up and is ready for operation.
5. Service machine operators will be included in the firm unit prices for service machines.
6. Rates for the on-site safety watch supervisor will not include the cost of the safety watch vehicle.
7. Labourer rates will not include the cost of any tools the labourers may use.
8. The cost of safety watch vehicles will be priced on a per day basis and will not include cost for the onsite safety watch supervisor. Rates for the safety watch vehicle will not change based on statutory holidays, weekends, and any time of the day that the vehicle may be used.
9. Applicable taxes are not to be included in the unit prices but will be added as a separate item to any invoice issued against the Standing Offer Agreement.
10. Estimated usages are for evaluation purposes only. Actual usage will vary from amounts shown.

| Item | Description | Estimated Annual Usage | Firm Unit Price Year 1 | Firm Unit Price Year 2 |
|------|--|------------------------|------------------------|------------------------|
| 01. | Firm Service Call Rates | 10 calls | \$ _____ / call | \$ _____ / call |
| 02. | Firm Rates in addition to Service Call | | | |
| a) | <i>During regular working hours (0730-1600) Monday to Friday</i> | | | |
| i | 100 Hp Mulcher (1.75m powered mulching attachment), including operator | 50 hrs | \$ _____ / hr. | \$ _____ / hr. |
| ii | 125 Hp Mulcher (1.75m powered mulching attachment), including operator | 50 hrs | \$ _____ / hr. | \$ _____ / hr. |

| | | | | |
|-----|--|---------|----------------|----------------|
| iii | 275 Hp Mulcher (2.75m powered mulching attachment), including operator | 50 hrs | \$ _____ / hr. | \$ _____ / hr |
| iv | 400 Hp Mulcher (2.75m powered mulching attachment), including operator | 50 hrs | \$ _____ / hr. | \$ _____ / hr |
| v | Tracked Dozer, minimum 90 HP w/blade, including operator. | 10 hrs | \$ _____ / hr. | \$ _____ / hr |
| vi | Skid Steer, minimum 100 Hp, including operator. | 100 hrs | \$ _____ / hr. | \$ _____ /hr. |
| b) | <i>Outside regular working hours (1600- 07:30) Monday to Friday</i> | | | |
| i | 100 Hp Mulcher (1.75m powered mulching attachment), including operator | 2 hrs | \$ _____ / hr. | \$ _____ / hr |
| ii | 125 Hp Mulcher (1.75m powered mulching attachment), including operator | 2 hrs | \$ _____ / hr. | \$ _____ / hr |
| iii | 275 Hp Mulcher (2.75m powered mulching attachment), including operator | 2 hrs | \$ _____ / hr. | \$ _____ / hr |
| iv | 400 Hp Mulcher (2.75m powered mulching attachment), including operator | 2 hrs | \$ _____ / hr. | \$ _____ / hr |
| v | Tracked Dozer, minimum 90 HP w/blade, including operator. | 2 hrs | \$ _____ / hr. | \$ _____ / hr. |
| vi | Skid Steer, minimum 100 Hp, including operator. | 8 hrs | \$ _____ / hr. | \$ _____ / hr. |
| c) | <i>Weekends and Statutory Holidays</i> | | | |
| i | 100 Hp Mulcher (1.75m powered mulching attachment), including operator | 8 hrs | \$ _____ / hr | \$ _____ / hr |
| ii | 125 Hp Mulcher (1.75m powered mulching attachment), including operator | 8 hrs | \$ _____ / hr | \$ _____ / hr |
| iii | 275 Hp Mulcher (2.75m powered mulching | 8 hrs | \$ _____ / hr | \$ _____ / hr |

| | | | | |
|------------|---|-------------|---------------------------------------|---------------------------------------|
| | attachment), including operator | | | |
| iv | 400 Hp Mulcher (2.75m powered mulching attachment), including operator | 8 hrs | \$ _____ / hr | \$ _____ / hr |
| v | Tracked Dozer, minimum 90 HP w/blade, including operator. | 2 hrs | \$ _____ / hr | \$ _____ / hr |
| vi | Skid Steer, minimum 100 Hp, including operator. | 8 hrs | \$ _____ / hr. | \$ _____ / hr. |
| 03. | Labourer | | | |
| a | <i>During regular working hours (0730-1600) Monday to Friday</i> | 600 hrs | \$ _____ / hr/labourer | \$ _____ / hr/labourer |
| b | <i>Outside regular working hours (1600-0730) Monday to Friday</i> | 2 hrs | \$ _____ / hr/labourer | \$ _____ / hr/labourer |
| c | <i>Weekends and Statutory Holidays</i> | 2 hrs | \$ _____ / hr/labourer | \$ _____ / hr/labourer |
| 04. | Onsite Safety Watch Supervisor, Not Including Safety Watch Vehicle | | | |
| a | <i>During regular working hours (0730-1600) Monday to Friday</i> | 75 hrs | \$ _____ / hr/safety watch supervisor | \$ _____ / hr/safety watch supervisor |
| b | <i>Outside regular working hours (1600-0730) Monday to Friday</i> | 2 hrs | \$ _____ / hr/safety watch supervisor | \$ _____ / hr/safety watch supervisor |
| c | <i>Weekends and Statutory Holidays</i> | 2 hrs | \$ _____ / hr/safety watch supervisor | \$ _____ / hr/safety watch supervisor |
| 05. | Safety Watch Vehicle, Not Including Operator | 10 days | \$ _____ / day/safety watch vehicle | \$ _____ / day/safety watch vehicle |
| 06. | * Replacement cutting teeth to be charged at Contractor's laid Down Cost plus a mark-up of ____% | \$10,000.00 | _____ % | _____ % |

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Please see Security Requirements Check List (SRCL) form attached to this document.

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability- G2001C (2008-05-12)

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.
 - 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. 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.

Automobile Liability- G2020C (2014-03-01)

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Environmental Impairment Liability- G2040C (2008-05-12)

1. The Contractor must obtain "Contractor's 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 "Contractor's 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.

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.

Solicitation No. - N° de l'invitation
W0134-14CYLQ/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
edm016

Client Ref. No. - N° de réf. du client
W0134-14CYLQ

File No. - N° du dossier
EDM-3-36244

CCC No./N° CCC - FMS No/ N° VME

NIL REPORT: We have not done any business with the Federal Government this period: []

PREPARED BY:

NAME:

PHONE:

SIGNATURE:

DATE:



Government of Canada
Gouvernement du Canada

| |
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| Contract Number / Numéro du contrat W0134-14CYLQ |
| Security Classification / Classification de sécurité UNCLASSIFIED |

**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 National Defence | 2. Branch or Directorate / Direction générale ou Direction 4 Wing Cold Lake | |
| 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 Brush Clearing | | |
| 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"/> |



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| Contract Number / Numéro du contrat W0134-14CYLQ |
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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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



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|--|
| Contract Number / Numéro du contrat W0134-14CYLQ |
| 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(les) 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 | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET | |
| | | | | CONFIDENTIEL | | TRÈS SECRET | NATO DIFFUSION RESTREINTE | NATO CONFIDENTIEL | | | A | B | C | CONFIDENTIEL | | TRÈS SECRET | |
| Information / Assets / Renseignements / Biens / Production | | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par le 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).