

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Tree Trimming & Disposal	
<b>Solicitation No. - N° de l'invitation</b> W0125-14K275/A	<b>Date</b> 2014-05-23
<b>Client Reference No. - N° de référence du client</b> W0125-14K275	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-620-6341
<b>File No. - N° de dossier</b> KIN-4-42011 (620)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-07-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Porter, Marta M.	<b>Buyer Id - Id de l'acheteur</b> kin620
<b>Telephone No. - N° de téléphone</b> (613)547-7587 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE WCE Contracts STN FORCES P.O.BOX 1000 ASTRA Ontario K0K3W0 Canada	
<b>Security - Sécurité</b>  This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**See attached**

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## **TITLE: Tree Trimming & Disposal**

### **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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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**

Canadian Forces Base (CFB) Trenton of the Department of National Defence (DND) located in Trenton, Ontario, has a requirement for all labour, material and equipment required for the removal, disposal, trimming of trees, shrubs, clearing fence lines of unwanted vegetation, and ground restoration on an "as and when requested basis", as detailed in Annex A, Statement of Work.

Canada intends to issue one (1) standing offer for this requirement for a period of two (2) years beginning on August 1, 2014 with three (3) irrevocable one-year options allowing Canada to extend the term of the Standing Offer.

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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).

The requirement is subject to preference for Canadian services

### **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) (<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](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 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

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

## Definitions

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



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- 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.

#### **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 Ontario.

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 one (1) hard copy and one (1) soft copy, Excel file, by e-mail to **kingston.procurement@pwgsc.gc.ca**

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

#### **Annex B-1 - Working Documents (Excel File)**

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The Offerors will complete the List of Products using the Excel file and ensure that it has been properly filled out and contains all required information.

**1. Hard (Paper) Copy:** One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

**2. Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: [kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca)

### **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.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Failure to meet the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

Mandatory Technical Criteria	
<b>MT1</b>	<b>Certification of Site Supervisor/Foreman:</b> The Offeror must include in their offer proof of the following valid certification:  a) Standard First Aid and CPR

#### 1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Evaluated Price shown below using the Pricing Tables in Annex B-1 completed by the bidders. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Financial Evaluation		
#	Description	Price
1	Table 1a: Removal of Trees, Stump Removal, and Chemical Control - Initial Contract Period (2 Years)	\$ Total from Table 1a of Annex B-1
2	Table 1b: Removal of Trees, Stump Removal, and Chemical Control - Option Year 1	\$ Total from Table 1b of Annex B-1
3	Table 1c: Removal of Trees, Stump Removal, and Chemical Control - Option Year 2	\$ Total from Table 1c of Annex B-1
4	Table 1d: Removal of Trees, Stump Removal, and Chemical Control - Option Year 3	\$ Total from Table 1d of Annex B-1
5	Table 2: Tree Trimming	\$ Total from Table 2 of Annex B-1
6	Table 3: Chipping of Stockpiled Brush	\$ Total from Table 3 of Annex B-1
7	Table 4: ISA Certified Arborist	\$ Total from Table 4 of Annex B-1
8	Table 5: Disposal of Above Items off Base	\$ Total from Table 5 of Annex B-1
9	Table 6: Vegetation Removal	\$ Total from Table 6 of

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		Annex B-1
	<b>Total Evaluated Price</b>	<b>Sum of Above Totals</b>

## 2. Basis of Selection

- 2.1** 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.

## 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 and Certifications Required with the Offer

#### 1.1 Certifications Required Precedent to Issuance of a Standing Offer

##### 1.1.1 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.

##### 1.1.2 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](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.

#### 1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

##### 1.2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable

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to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide

the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

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 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.

### **3. Insurance Requirements**

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

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



## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 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 requirement (SRCL and related clauses) applies and form part of the Standing Offer.
1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, **hold a valid Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  2. The Contractor/Offeror personnel requiring access to sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC. 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.
  3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
  4. The Contractor/Offeror must comply with the provisions of the:
    - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
    - (b) Industrial Security Manual (Latest Edition).

#### 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) (<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.

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The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". 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 data must be submitted to the Standing Offer Authority no later than 10 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 August 1, 2014 to July 31, 2016.

##### **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 an additional three (3) one (1) year periods 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 30 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:

Name: Marta Porter  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, ON K7L 1X3  
Telephone: 613-547-7587  
Facsimile: 613-545-8067  
E-mail address: [marta.porter@pwgsc.gc.ca](mailto:marta.porter@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 provided by the Contracting Authority at time of ssuance)**

The Project Authority for the Standing Offer is:

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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.

### **5.3 Offeror's Representative *(to be completed by Offeror)***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
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: Wing Construction Engineering, CFB Trenton, Astra ON.

### **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 \$60,000.00 (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;

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- 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;
- f) Annex B, Basis of Payment;
- g) Annex B-1, Pricing Tables - electronic spreadsheet attached;
- h) Annex C, Security Requirements Checklist;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_ .

## **11. Certifications**

### **11.1 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.

## **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 Ontario.

## **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.

Section 13 Interest on Overdue Accounts, of 2010C will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Delivery Date**

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Delivery 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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B-1 for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

##### **5.2 Limitation of Price**

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

##### **5.3 Multiple Payments**

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

##### **5.4 SACC Manual Clauses**

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

C2000C (2007-11-30) Taxes-Foreign-based Contractor

C2604C (2013-04-25) Custom Duties, Excise Taxes and Applicable Taxes - Non-resident

##### **5.5 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **7. Insurance Requirements**

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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. 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.

## **8. SACC Manual Clauses**

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

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) or A2001C Foreign Nationals (Foreign Contractor)

B9028C (2007-05-25) Access to Facilities and Equipment

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **DEPARTMENT OF NATIONAL DEFENCE**

#### **SPECIFICATION**

**CANADIAN FORCES BASE TRENTON  
8 WING TRENTON  
TRENTON, ONTARIO**



#### **TREE AND VEGETATION MANAGEMENT**

#### **CFB TRENTON AND SATELLITE AREAS**

## **DEPARTMENT OF NATIONAL DEFENCE**

### **SPECIFICATION**

#### **TREE AND VEGETATION MANAGEMENT**

##### **CFB Trenton and Satellite Locations**

#### SECTION A

##### GENERAL SCOPE OF WORK

#### 1. GENERAL DESCRIPTION

The work under this standing offer agreement (SOA) comprises the furnishing of all labour, material and equipment required for tree / shrub removal, disposal, trimming and clearing fence lines of unwanted vegetation. Locations supported by this SOA include but are not limited to the following geographical areas; Canadian Forces Base Trenton, Detachment Mountain View, Belleville Armouries, Peterborough Armouries, Carrying Place Communications Complex, Point Petrie Communications Complex.

#### 2. SITE ACCESS

The movement of men, material and equipment within the Base and buildings shall be subject to the approval of the Wing Construction Engineering Officer (WCEO) or his representative hereafter referred to as the Technical Authority.

#### 3. STANDARDS

a. Throughout the various sections and subsections of this specification, reference is made to domestic, national, and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned,

- i. Canadian Standards Association (CSA)
- ii. Canada Labour Code (CLC)
- iii. Canadian General Standards Board (CGSB)
- iv. Ontario Health and Safety Act (OHSA)
- v. Workers Compensation Act (WCA)

#### 4. SCHEDULE OF WORK

- a. The Contractor must arrange his work in such a manner as to cause the least inconvenience to the building occupants where they may be affected.
- b. The Contractor must work in cooperation with other trades on the job, should this condition present itself.



- c. Work on job site must be carried out between the hours of 0730 and 1530, Monday to Friday, unless authorized otherwise by the Technical Authority.

#### 5. USE OF PREMISES

- a. The Contractor shall be responsible for the provision of storage facilities, which may be required for the storage of his equipment and materials.
- b. He must confine his apparatus, storage of materials and operations of his workers to limits indicated by law, ordinance or the direction of the Technical Authority, and must not unreasonably encumber the site.

#### 6. SITE VISIT

- a. The Contractor must report to the Technical Authority, Bldg. No. 155, 14 Alert Blvd to acquaint himself with all conditions that may affect his work prior to visiting the project site.
- b. Prior to commencing any work, the Contractor must report to the Contracts Officer or his delegated representative, referred to as the "Technical Authority" in this specification.

#### 7. SUPPLY AND/OR INSTALLATION

The contractor shall be responsible for supply of all equipment necessary to perform the contracted work. This equipment must include but not be limited to chainsaws, harnesses, ropes, ladders, hydraulic and electric lifts, chains, rigging and other associated life safety equipment necessary for the safe and effective completion of all contracted work.

#### 8. RESPONSIBILITY

- a. The responsibility for the requirement and work included in this specification document solely with the Contractor.
- b. The responsibility for measurements and quantities rests solely with the Contractor.
- c. The Contractor shall be responsible for location and protection of underground and overhead utilities and shall contact utility companies as required.

#### 9. DAMAGE TO EXISTING FACILITIES

The Contractor must take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused shall be made good without undue delay and at no expense to the owner.

#### 10. SPECIFICATIONS

The Contractor at all times when on site, must have a readily accessible and complete, up to date, set of specifications.

#### 11. CLEAN UP

The Contractor shall perform a daily clean up of the debris resulting from his work. All hazardous impediments shall be removed from the site at the end of each days work utilizing contractor resources, use of DND dumpsters and collection bins is not approved.

## 12. FIRE SAFETY REQUIREMENTS

### a. Fire Safety Plan

Contractors and their personnel must be familiar with this section and its requirements.

### b. Fire Department Briefing

The Construction Project Manager shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Wing Fire Chief before any work commences.

### c. Reporting Fires

1. Know the location of nearest fire alarm box and telephone, including the emergency phone number.
2. Report immediately all fire incidents to the Fire Department as follows:
  - a. Activate nearest fire alarm box, or
  - b. Telephone 911 and ask for Base Fire Hall,
  - c. Person activating fire alarm shall exit building and remain in area to direct Fire Department to scene of fire, and provide other details as required, and
  - d. When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

### d. Interior and Exterior Fire Protection and Alarm Systems

Fire protection and alarm systems must not be:

1. Obstructed.
2. Shut off.
3. Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
4. Fire hydrants, standpipes and hose systems must not be used for other than fire fighting purposes unless authorized by the Fire Chief.

### e. Fire Extinguishers

The Contractor must supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the Contractors physical work site.

f. Blockage of Roadways

The Fire Chief must be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

g. Smoking Precautions

Smoking is not permitted in any DND building or facility.

h. Rubbish and Waste Materials

1. Rubbish and waste materials are to be kept to a minimum.
2. The burning of rubbish is prohibited.
3. All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
4. Storage:
  - a. Storage of oily waste in work areas is not permitted.
  - b. Greasy or oily rags or materials subject to spontaneous combustion shall be deposited in an approved metal container and removed from DND property at the conclusion of the work period.

i. Flammable Liquids

1. The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
2. Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes requires the permission of the Fire Chief.
3. Transfer of flammable liquids is prohibited within buildings or on jetties.
4. Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.
5. Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
6. Flammable waste liquids, for disposal, shall be stored in approved containers

located in a safe, ventilated area. Quantities are to be kept to a minimum and

the Fire Department is to be notified when disposal is required.

j. Hazardous Substances and Activity

1. If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
2. The Fire Chief is to be advised, and "Hot Work" permit issued in all cases involving welding, burning or the use of blowtorches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
3. Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, firewatchers, equipped with sufficient fire extinguishers shall be provided. Contractors are responsible for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
4. Where flammable liquids are used, proper ventilation shall be assured and ignition sources are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

k. Questions and/or Clarification

Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Wing Fire Chief.

13. SAFETY AND SECURITY

- a. All work will be done in compliance with;
  1. Province of Ontario Occupational Health and Safety Act and Regulations,
  2. Worker's Compensation Act including Regulation 950 and 951,
  3. C-02-040-009/AG-000 DND General Safety Standards,
  4. 8 Wing Construction Engineering Squadron CFB Trenton Orders to Provincial Contractors Working on DND Property and
  5. Municipal authority provided that in any case of conflict or discrepancy, the more stringent shall apply.
- b. 8 Wing, Construction Engineering Squadron, CFB Trenton Orders to Provincial Contractors working on DND Property shall be issued to the Contractor by the Wing Construction Engineering Squadron's Contract Officer, as applicable, at the first project meeting.

14. WHMIS

- a. All workers shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- b. Deliver copies of WHMIS data sheets to Engineer on delivery of materials.
- c. Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.
- d. Contractors are responsible for the immediate reporting and initial remediation actions of all hazardous material spills. (*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.*)
- e. Upon discovery of a spill, the Contractor must ensure the Wing Fire Hall is notified followed by the applicable contract inspector.
- f. Contractors must ensure a proper spill containment kit is on site at all times. This kit shall include material required for the initial clean up in the event of a hazardous material spill, (absorbent pads, oil dry, containment dikes etc)
- g. Contractors must ensure all tools / equipment and vehicles are free of leaks, which would result in a spill or discharge of hazardous material.

15. NON-COMPLIANCE WITH DND REGULATIONS

- a. 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:
  1. FIRST INCIDENT; supervisor will be told to remove person from DND property until the next work day.
  2. SECOND INCIDENT; person will no longer be permitted on DND property for the duration of that project.
- b. The incidents noted 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.
- c. In circumstances where repetitions of incidents indicate lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the offending personnel from DND property.
- d. Should the contractor 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 contractor will, at its own expense, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the Wing Construction Engineering Officer, to avoid delay in the final completion of the work or any

operations thereof.

16. FORSEEABLE SAFETY HAZARDS

- a. Ontario Occupational Health and Safety Act R.S.O. 2010 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O. 2010.
- b. Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 2010, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site-specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act. Small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement,
- c. Canada will identify the common medium to high-risk tasks, and will provide the Contractor with a copy of their designated substances survey when applicable. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service provider's review and subsequent safety plan must be communicated to Canada and their employees should not be relegated to a simple "one size fits all format. Each situation must be tailored specifically in writing to the project at hand.
- d. Canada will require task specific safety plans with proof of attendance of all the service providers employees, sub contracted employees and if required Canada's effected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement / task.
- e. Canada's due diligence will be exercised by the Technical Authority by verifying that the service provider:
  1. Has an established and current safety program in force for all employees under contract for this requirement;
  2. Has complied with all applicable WSIB legislation;
  3. Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
  4. Is providing their own supervision for safety aspects of the project.
  5. Is performing the work in a safe manner using correct protective equipment supplied by the Contractor.
- f. If the Technical Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.
  1. The Technical Authority will identify the hazard to the service provider's

responsible person, who is identified in their safety plan.

2. If the unsafe work practice continues, the Project Authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices.
  3. Canada may require that the service provider replace personnel if those personnel are repeatedly performing unsafe work.
- g. Common Medium to High Risk Hazards - these are not an all-inclusive list but are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:
1. Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system, which is a combination of above and below ground high voltage power distribution. Extreme care and planning must be completed when not only working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.
  2. Working at heights - Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).
  3. Hot work - Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.
  4. Traffic control - In many facilities, Canada maintains its own road system and emergency services responders. Under no circumstances shall the service provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses. In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic encountering service provider's employees.
  5. Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all

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projects where there is risk associated with electro-mechanical energy sources.

6. Other – at the time of work, if there is other, and there are many known hazards, the Project authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

#### 17. APPLICATION FOR A VARIANCE

- a. Contractors may request a variance whenever regulations are considered contributory rather than preventive in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the Wing General Safety Officer and will be binding.
- b. Variances to local CFB Trenton safety regulations can only be approved/disapproved whenever the CFB Trenton regulations are more stringent than the minimum requirements.



## DEPARTMENT OF NATIONAL DEFENCE

### SPECIFICATION

#### TREE AND VEGETATION MANAGEMENT

##### CFB Trenton and Satellite Locations

#### SECTION B

#### TREE / VEGETATION MANAGEMENT

##### 1. SITE OF WORK

The work outlined in this Section provides pertinent information regarding the removal, disposal and trimming of trees, shrubs, other poisonous and noxious vegetation and grounds restoration as identified and directed by the Technical Authority.

##### 2. WORK INCLUDED

The work covered by this agreement includes,

- a. Removal and disposal of trees as specified and / or indicated during on site meetings,
- b. Removal or grinding of stumps and disposal as specified and / or directed.
- c. Trimming and disposal of branches as specified and / or directed,
- d. Chipping and disposal of stockpiled brush as specified and / or directed,
- e. Clearing fence lines and other structures of unwanted vegetation including but not limited to trees, shrubs, poisonous or noxious vegetation. DND regulations identify perimeter and security fencing is to be free and clear of vegetation for a distance of 2 metres on the DND side and 1 metre on the non-DND side.

##### 3. TREE / VEGETATION MANAGEMENT

The contractor shall be responsible for furnishing of all labour, materials, and equipment to provide the services described hereunder.

- a. Removal of marked trees which shall be inclusive of; felling, limb cutting, chipping, cutting into 1.2 metre lengths of identified trees and shrubs as directed by the technical authority. Disposal of same may be off or on CFB Trenton property,
- b. For removal of trees and stump removal - measurement of trees to be felled will be taken at a height of 1.2m. *Note - When measuring for stumping only, the stump measurement will be taken at the top of the exposed stump.*
- c. Tree measurement is further defined as follows;

1. Measure the circumference of a tree at the 1.2 metre mark above grade. Circumference is the distance around the trunk. Take a tape measure and wrap it around the trunk of the tree at a height of 1.2 metres (four feet) above ground level. To convert the circumference you have measured to diameter, divide the circumference in centimetres by pi (3.1416). This will give you the diameter of the tree.
  2. For a **multi-stem tree**, the diameters of all the stems are to be measured at 1.2 metres (four feet) from the ground. Pricing will be determined by the average of all the measured stems x the number of stems. i.e. 4 stems with an average diameter of 25 cm would permit pricing for 4 trees up to 30 cm diameter.
  3. **Trees on a Slope** shall be measured at 1.2 metres (four feet) from the ground at the centre of the trunk axis (on the side of the slope) so the height of measurement is the average of the shortest and longest sides of the trunk.
  4. **Trees with a leaning trunk** shall be measured at 1.2 metres (four feet) from the ground along the centre of the trunk axis (along the angle of the trunk) so the height of measurement is the height along the trunk.
  5. A **forked tree** shall be measured at the narrowest part of the main stem below the fork. If the base of the fork is too high to reach, the tree must be measured at 1.2 metres. The height of this measurement and the height of the fork must also be recorded (for example: 75 centimetres diameter at 0.8. metres, fork at 1.1 metres).
- d. Stumping of felled trees will be to a depth not less than 102 mm below surrounding surface level. Clean-up and disposal of all wood chips is inclusive.
- e. Application of root killer and/or stump herbicide after stumping has been completed, as and when directed by Technical Authority. Comply with Federal, Provincial, Territorial, Municipal and local pesticide control regulations of locality in which operation is to be carried out.
- f. Trimming of marked trees will be identified by the technical authority. All branches to be chipped and disposed of as directed by the Technical Authority.
- g. Certified Arborist:
1. The Contractor must be able to access and provide a Province of Ontario licensed / certified arborist who must provide the Technical Authority advice of the health and removal strategy for specific trees or selected areas.
  2. The Contractor may recommend when the services of a certified arborist should be used during tree removal. The Technical Authority will decide and authorize the use of the arborist.
- h. Site Visit

Prior to commencing work, a site visit by the Contractor's certified arborist and if necessary a walk through the work area with the technical authority will be completed to ensure cut area is well defined and understood.

4. SAFETY PRECAUTIONS

- a. The Contractor must observe and maintain all safety requirements necessary for protection of personnel and property and shall be responsible for any injuries or damages incurred by him or his employees in the performance of work.
- b. The Contractor's on-site chain saw operators must have in their possession recognized certification indicating their qualifications to operate chain saws.
- c. The Contractor's on-site workers must secure and prevent unauthorized access to the worksite during the removal of trees.

5. RESPONSIBILITY

The Contractor shall be responsible for prevention of damage to fencing, trees, landscaping, natural features, bench marks, existing buildings, existing pavement, utility lines, clearance/approach lighting, site appurtenances, water courses and root systems of trees which are to remain. The Contractor shall make good any damage with no expectation of reimbursement from the Crown.

6. CLEAN UP

The Contractor must perform a daily clean up of the debris resulting from his work, and all hazardous impediments must be removed from the site at the end of each day's work, subject to the satisfaction of the Technical Authority.

7. CERTIFICATIONS

Contractor's on-site workers must possess and provide, upon request, the following certifications pertinent to their on-site activities:

- a. All personnel must possess a valid Standard First Aid and CPR certificate from St. John Ambulance or other recognized training provider.
- b. Any workers working at heights above 2.4m must be able to provide certifications indicating and confirming valid Fall Arrest Training from a recognized province of Ontario training institution, (only personnel working at heights must possess this certification, ground workers do not require this qualification.)
- c. All personnel engaged in chain saw operations must possess a valid certificate identifying chainsaw training has been completed. Certifications issued by the Province of Ontario recognized training facility, ArborCanada or equivalent for the following will be deemed as meeting this requirement
  1. Chainsaw Operation certificate
  2. Precision felling, Chainsaw Handling Safety and Ergonomics

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KIN-4-42011

Buyer ID - Id de l'acheteur  
kin620  
CCC No./N° CCC - FMS No./N° VME

### 3. Faller Technician

- d. A contractor supplied arborist does not need to be affiliated with the vendor but must be available on an as and when required basis. Arborists must hold and demonstrate valid certification through the International Society of Arboriculture, the Ontario Ministry of Universities, Colleges, and Training, or Arboriculture Canada.

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KIN-4-42011

Buyer ID - Id de l'acheteur  
kin620  
CCC No./N° CCC - FMS No./N° VME

## **ANNEX "B"**

### **BASIS OF PAYMENT**

The contractor must provide firm unit pricing for all items. The format of the Pricing must not be altered except for the addition of numbers in all of the blank spaces. Pricing must not be indexed to any currency exchange rates or commercial index. All prices are firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and are to be FOB destination(s) indicated, including all delivery charges. GST/HST shall not be included in pricing and shall be shown as a separate item on invoices.

#### **Firm Unit Price**

The all inclusive price to complete the work or service identified, it includes but is not limited to profit, overhead, direct labour, transportation, tools and equipment required to perform the service required

#### **The Labour pricing**

An all-inclusive price for each person responding to a request for service and it includes but is not limited to profit, overhead, direct labour, transportation, tools and equipment required to perform the service required.

#### **Regular Hours**

The regular hours of work are 7:30 a.m. to 3:30 p.m. Monday to Friday excluding Statutory Holidays.

#### **Poisonous and Noxious Vegetation**

Includes but is not limited to poison ivy, poison sumac, moonseed and other indigenous vegetation known to grow in the southern Ontario area that may be identified as poisonous and noxious.

#### **Annex B-1, Pricing Tables - electronic spreadsheet attached**

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## **ANNEX "B-1"**

### **PRICING TABLES**

**(electronic spreadsheet attached)**

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST (attached)**

## **ANNEX "D"**

### **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.
  - 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.

## **2. Automobile Liability Insurance**

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



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND 8 WING TRENTON		2. Branch or Directorate / Direction générale ou Direction 8 WCE
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 TREE TRIMMING/VEGETATION MANAGEMENT		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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 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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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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

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

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes  
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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PART C - continued / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION - PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

BRIAN HICKS

Title - Titre

CONTRACTS INSPECTOR

Signature

Telephone No. - N° de téléphone  
613-382-2811 EXT 2156

Facsimile No. - N° de télécopieur  
613-965-4901

E-mail address - Adresse courriel  
BRIAN.HICKS@FORCES.GC.CA

Date  
17 MAR 14

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

Name (print) - Nom (en lettres moulées)

Sasha Medjovic - CFMP-05-173 Industrial Security  
Senior Security Analyst

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

Tel: 613-940-1000 / Fax: 613-940-4000  
E-mail: sasha.medjovic@forces.gc.ca

2014-04-17

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